

# **WESTERN AREA SUPPLEMENTAL AGREEMENT**

**Covering**

## **TRUCKAWAY, DRIVEAWAY, AND OFFICE**

**Part I General (Common Clauses)**

**Part II Truckaway**

**Part III Driveaway**

**Part IV Office**



**For The Period June 1, 2022  
through August 31, 2025**

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**WESTERN AREA  
SUPPLEMENTAL AGREEMENTS  
COVERING  
TRUCKAWAY, DRIVEAWAY, AND OFFICE**

**Part I General (Common Clauses)**

**Part II Truckaway**

**Part III Driveaway**

**Part IV Office**

**FOR THE PERIOD  
JUNE 1, 2022  
THROUGH  
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 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.

## **Article 36**

### **PART I—GENERAL**

#### **COVERING**

#### **TRUCKAWAY, DRIVEAWAY AND OFFICE**

### **ARTICLE 36 GENERAL**

#### **Section 1. Riders to this Agreement**

Riders to this Supplemental Agreement providing for better wages, hours and working conditions than those provided in this Supplemental Agreement, which have previously been negotiated and put into effect by Local Unions and Employers, shall be reduced to writing and executed by the Employer and the Local Union or Local Unions affected and approved by the Joint Western Area Automobile Transporters Committee.

Those Riders in existence under the 2015-2022 Agreement, if not successfully renegotiated within one hundred eighty (180) days after the date of ratification of this Agreement, must be submitted to the grievance procedure in accordance with Article 2, Section 7 of the National Master Agreement.

Riders shall be submitted to the Western Area Co-Chairpersons for docketing with the Western Area Automobile Transporters Joint Committee.

#### **Section 2.**

(a) The Employer shall be required to pay health & welfare contributions on any new employee who has served a ninety (90) day probationary period for any Employer subject to this Agreement.

**Failure to Remit**

(b) Failure of any Employer to remit to the Union the monies deducted from employees within two (2) weeks after deductions are made shall give the Union the right to take such action it deems necessary, including striking the Employer's operations until such monies are paid to the Union.

**Notification to the Union**

(c) Within seven (7) days from the date of hiring of a new employee, the Employer shall give to the Union, in writing, the following information: (1) name, home address and social security number of the newly hired employee; and (2) date employee was hired.

Whenever an Employer requires additional drivers, it shall notify the Local Union or its hiring hall, either in writing, email or by telephone. The Employer shall give the Local Union the first opportunity to provide suitable applicants.

A monthly list of all extra and/or casual employees used during that month shall be submitted to the Local Union(s) by the tenth (10th) day of the following month. Such list shall show: (1) the employee's name and address; (2) Social Security Number; (3) the days and dates worked; and (4) the classification of work performed.

(d) Any employee hired as a replacement for a driver who is off due to vacation, illness, injury or leave of absence shall not become a seniority employee under this provision where the Employer has notified the Local Union and the driver, in writing, that the driver is hired to replace a regular driver who is off due to vacation, leave of absence, illness or injury. The parties acknowledge there may be times when the absence of a particular regular employee is of such a nature that even though he still retains seniority status, it is not likely that he will return to work within a reasonable period. In such cases when such absence continues beyond six (6) calendar months, a replacement casual shall not be used thereafter to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement driver. Any abuse of this procedure shall be referred to the grievance procedure.



## **Article 36**

### **Section 3. Failure to Comply**

Upon written notice from the Union that any employee has failed to acquire membership in the Union, as herein provided, or has failed to thereafter maintain good standing, as herein provided, the Employer shall, within seventy-two (72) hours of such notice, discharge said employee.

### **Section 4. Personalized Rates of Pay**

Individual employees covered by this Agreement who are receiving a personalized base rate of pay in excess of that provided for in a Supplemental Agreement may be frozen at such personalized rate, until such time as the contract rate equals or exceeds such personalized rate, at which time such employee shall receive the contract rate. It is mutually understood and agreed that this provision applies to individual employees covered by this Agreement who have received a rate of pay in excess of similarly classified employees.

This provision shall likewise apply to individual employees who have received a personalized rate for performing work in multiple classifications under this Agreement, and agreements supplemental hereto, so long as such employees continue to perform work in any one (1) of such multiple classifications. This provision shall not apply, however, to the individual employee performing work in a classification other than that for which such personalized rate was established.

### **Section 5. Injury or Illness on Duty**

(a) When an employee is injured on the job, he shall receive full pay for that day or his current tour of duty, as the case may be, with a minimum of eight (8) hours' pay.

(b) In the event an employee is injured or becomes ill while on a run away from his home terminal and is hospitalized, his Employer shall arrange and pay for the fastest transportation available or as directed by the doctor, to his home terminal. He will be paid for his round trip as dispatched.

## **Article 36**

(c) In the event an employee is injured or becomes ill while on a run away from his home terminal and is not hospitalized, his Employer shall arrange and pay for the fastest transportation available or as directed by the doctor, to his home terminal. He shall be paid eight (8) hours' pay for coming home.

### **Section 6.**

At the time a layoff occurs, a senior employee shall be allowed to voluntarily accept layoff without suffering a break in seniority. Such voluntary request shall be reduced to writing and signed by the employee with a copy to the Local Union. An employee utilizing the voluntary layoff provision referred to above will not be recalled for any work, even though junior employees or casuals are being used on a day-to-day basis, until he notifies the Employer in writing that he wishes to be recalled. Such recall shall not become effective until the employee is called for any work. Upon reporting for such work, the employee shall be dovetailed on the active seniority roster for the purpose of determining his eligibility for a weekly guarantee. He shall not be eligible to exercise his seniority for bidding purposes until a vacancy occurs or the next annual bid. Health and welfare benefits and pension payments will not be paid by the Company for the period of time on voluntary layoff. Should the employee not be subject to recall for a period of seven (7) years, he will be removed from the seniority list. An employee on layoff status for more than six (6) months (one hundred eighty (180) days) will not be credited for a year of service in establishing weeks of vacation entitlement. The employee's original seniority date will not, however, be changed. An employee may not exercise the voluntary layoff provision more than once in a calendar year. If any employee on voluntary layoff elects to activate a retirement pension under any Western Supplemental Agreement, the employee's seniority will be terminated as of the retirement date. Further, when all laid-off employees are recalled, such employee must accept recall, or the employee's seniority shall be terminated. An employee on voluntary layoff shall not be allowed to work during the period of voluntary layoff for an automobile transport company. This provision shall not supersede the provisions of Article 5 of the National Master Agreement.

## **Article 37**

# **ARTICLE 37. LEAVE OF ABSENCE**

## **Section 1. Time Off for Union Activities**

The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided twenty-four (24) hours' written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of employees affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. This Section shall not apply to employees accepting regular full-time employment with the Union.

## **Section 2. Other Leaves of Absence**

(a) An Employer may grant a leave of absence for personal reasons for a period not to exceed three (3) weeks without approval of the Local Union. Such leave shall be in writing with a copy to the Local Union.

(b) An employee desiring a leave of absence for personal reasons for a period in excess of three (3) weeks must secure prior written approval from both the Local Union and the Employer, with a copy to the Western Area Automobile Transporters Joint Committee. The initial period of such leave shall not exceed a period of ninety (90) days, but may be extended for like periods upon written approval of the Employer, the Local Union and the Western Area Committee. During the period of such leave, the employee shall not engage in gainful employment in the same industry unless mutually agreed between the Employer and the Local Union.

## **Leave for Treatment of Alcoholism/Controlled Substances**

(c) An employee shall be permitted to take a leave of absence for the purpose of undergoing treatment under an approved program for

## **Article 37**

alcoholism/controlled substances. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements, or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

(d) If, during the term of this Agreement, the federal government enacts or adopts a mandatory drug testing program applicable to employees covered by this Agreement, the parties agree to develop fair and equitable testing procedures which will afford the employees appropriate protection of their legal rights. The purpose of this clause is to enable the Western Area Teamsters and its Local Unions to respond to any new legal requirements on behalf of the membership.

### **Section 3. Leave for Non-covered Positions**

An Employer and the Local Union involved may agree upon circumstances under which an employee who leaves the bargaining unit covered by this Agreement, but who remains in the employ of the Employer in some other capacity, or who accepts full-time employment with the Union, may retain his seniority if he returns to work in the bargaining unit with that Employer. Any such leave must be in writing on a form authorized by the Joint Western Area Automobile Transporters Committee and filed with that Committee. Any such leave shall not exceed a period of ninety (90) days and shall not be extended. No employee may be granted a leave under this Section more often than once in a fifteen (15) month period.

### **Section 4. Absence Due to Sickness or Injury**

Inability to work because of proven sickness or off-the-job injury for a period of less than seven (7) years shall not result in the loss of seniority rights. Maternity leave shall be treated as any other sickness or illness under the terms of this Section. Inability to work for any period because of on-the-job injury shall not result in the loss of seniority rights.

## **Article 37**

### **Section 5. Health and Welfare Trust Payments**

If an employee receives a leave of absence in excess of one (1) week as provided herein, the Employer shall, prior to the leave of absence becoming effective, collect from the employee a proportionate amount of the applicable health and welfare trust contributions for the month during which such leave begins. The proportionate amounts of the Employer and employee share of such contribution shall be based on one hundred seventy-three (173) hours of compensation during the month such leave begins and the month the employee returns to active employment.

In the event a leave of absence includes a calendar month during which the employee receives no wage earnings, the Employer shall collect the full amount of the applicable health and welfare contribution from the employee and remit the same to the Health and Welfare Trust as provided in Article 44, Health and Welfare, prior to the date the leave becomes effective.

### **Section 6. Failure to Comply**

Taking time off without complying with the provisions of this Article or being absent three (3) consecutive days, no call no show, shall result in the complete loss of seniority rights for the employee involved.

## **ARTICLE 38. PAY PERIOD**

### **Section 1. Regular Paydays**

(a) All regular employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days' pay shall be held on an employee; provided, however, that present arrangements shall not be disturbed by this provision except by mutual agreement. The Union and the Employer may, by mutual agreement, provide for semi-monthly pay periods.

(b) Each Employer shall have a regularly designated payday for regular employees in each of the various classifications and such payday shall not be changed without agreement of the Local Union involved.

## **Article 38**

(c) In the event that the regular payroll checks are not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue an advance against payroll.

(d) The Employer may implement direct deposit for all bargaining unit members at no charge to the employee(s).

### **Section 2. Sunday or Holiday**

When a regular designated payday falls on a Sunday or a holiday (excluding personal holiday), the paychecks for the employee not designated to work on such Sunday or holiday shall be made available on the preceding day.

### **Section 3. Pay Upon Termination**

Article 15 (Separation of Employment) means only the equipment rental will not be paid in accordance with this Section (Article 63 of Part II—Truckaway, of this Supplemental Agreement).

### **Section 4. Irregular or Casual Employees**

Employees other than regular employees shall be paid in accordance with the practice in place for the classification of work, unless otherwise mutually agreed between the Union and the Employer.

### **Section 5. Itemized Statement**

The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying mileage, hours paid straight time and overtime, layover and subsistence pay, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

### **Section 6. Rejected Claims**

In the case of time claimed by the employee, but disallowed by the Employer, a full detailed written explanation must be given to the employee as soon as possible but in no event longer than ten (10) days, excluding Saturdays, Sundays and holidays.

## **Article 38**

### **Section 7.**

When requested by the employee, the Company will issue a separate check for unused sick pay.

### **Section 8.**

Disputes and grievances shall first be taken up by the employee involved and, if no settlement is reached, then taken up between the steward or the business agent of the Local Union involved and the Employer representative. Disputes and grievances shall be put in writing and presented to the Employer within one (1) week, whenever possible, after the grievance arises, but in no case later than forty-five (45) days after the grievance arises.

## **ARTICLE 39.**

### **EXAMINATION AND IDENTIFICATION FEES**

#### **Section 1.**

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all such employees; provided, however, the Employer shall pay for all such examinations and for time spent at the place of examination or examinations except in the case of driver's or chauffeur's license examinations except as provided by law.

Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours, without pay for time so consumed.

The Company reserves the right to select its own medical examiner or physician, and the employee may, if he or she believes an injustice has been done, be examined by a licensed medical physician of their choice at the employee's expense.

In the event of disagreements between the medical examiner selected by the Company and the doctor selected by the employee, the Company and Union shall together select a third (3rd) impartial doctor within

## **Article 39**

ten (10) days whose opinion shall be final. The Local Union and Employer may agree upon other methods of selection of the third (3rd) doctor. The Employer shall accept the releases furnished by either its own examiner or any examiner to which the employee has been referred to by its own examiner. The expense of the third (3rd) doctor shall be borne equally between the employee and the Company.

Employees off work due to any illness or injury and under a doctor's care must furnish a release when returning to work. Those Employers who require a release to return to work other than as outlined above must bear the cost thereof.

## **Section 2. Identification**

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirements shall be complied with by the employees. The Employer shall not use the employee's social security number. The cost of such personal identification shall be borne by the Employer.

## **ARTICLE 40.**

### **UTILIZATION OF EMPLOYEES AND EQUIPMENT**

Dispatch rules shall be worked out between the Company and the Local Unions governing the dispatch of drivers into and out of terminals other than their own recognizing the Company's need for utilization of drivers and equipment.

The Company shall make available all loads to each Company's respective boards in accordance with seniority and/or the agreed to dispatch rules, whichever is applicable, prior to offering any loads to an outside company's driver(s). An Employer and Local Union can mutually agree to a different procedure than set forth above.

Disputes arising under this Section shall be filed directly with the Western Area Automobile Transporters Joint Arbitration Committee. Should that committee be unable to resolve the problem, same shall be referred to the National Automobile Transporters Joint Arbitration Committee.



## **Article 41**

### **ARTICLE 41. COMPANY RULES**

The Union recognizes the right of the Employer to establish such reasonable Company rules as it may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement, and further provided that no such Company rules shall become effective unless or until jointly approved by the Employer and the Local Union or Local Unions affected. Upon approval, such rules shall be posted and handed each employee to be governed thereby.

It is expressly understood that rules as referred to in this Section are not to contain any reference to disciplinary matters which are covered in Article 47, Discharge or Suspension.

Such Company rules are to apply equally to all employees of the Employer and failure of a Local Union or Unions and the Employer to agree on such rules shall be subject to the dispute procedures of Article 7.

### **ARTICLE 42. VACATIONS**

#### **Section 1.**

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

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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 2. Computation of Vacation Pay**

(a) Vacation pay shall be computed as follows: Pay for each week of vacation shall be in the amount of one-fifty-second (1/52nd) of the gross annual earnings of the employees during the twelve (12) month period immediately prior to the employee's anniversary date.

Employees who do not perform any actual work during the employee's anniversary year shall not be eligible for vacation pay for that year.

(b) If an employee is out of work because of proven illness or injury resulting in inability to work for a cumulative period of four (4) weeks or more as evidenced by a doctor's certificate filed with the Employer when returning to work, if required by the Employer, then the actual annual earnings for the vacation involved shall be divided by fifty-two (52) less the number of weeks of proven illness or injury as outlined above, with a maximum reduction of thirty-eight (38) weeks or one-fourteenth (1/14th) of the gross annual earnings for the twelve (12) month period immediately prior to the employee's anniversary date. The illness or injury computation adjustment shall result in no more than thirty-eight (38) weeks total adjustment for the same illness or injury. Any period of illness or

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injury less than one (1) week (seven (7) days) duration shall not be used to make up the four (4) weeks.

The illness or injury computation adjustment will apply one (1) time only for the same illness or injury.

(c) The employee shall receive from the Employer a written calculation for the vacation benefit at the time the vacation is taken indicating the gross wages received from the anniversary date to the anniversary date.

## **Section 3. Pro Rata Vacations**

An employee who quits, or who is discharged before the completion of any full year of employment shall be entitled to a prorated vacation pay allowance upon severance of employment, computed upon the same formula he would have received had he completed such year of employment; provided, however, that upon termination of employment for any reason, the terminated employee shall not be entitled to such prorated vacation pay until after he has completed the first four (4) months of employment.

Prorated vacation pay shall be paid with a final check upon severance of employment. Laid-off employees who are qualified to receive pro rata vacation pay at the time of layoff, shall have the option of collecting accumulated pro rata vacation pay for the portion of the employment year worked at the end of thirty (30) days following date of such layoff. When an employee requests pro rata vacation pay per above, it shall not obligate the Employer to pay fringe benefits. Where an employee has been on layoff status for more than six (6) months (one hundred eighty (180) days), he shall not be credited for a year of service in establishing weeks of vacation entitlement. However, such employee shall be entitled to a pro rata vacation allowance based upon his earnings for the portion of the year worked. Original seniority date shall remain the same.

## **Transferred Employees**

Employees transferred from a division under another Supplemental Agreement or another Area Agreement between the same Em-

## **Article 42**

ployer and the Union shall suffer no loss of vacation qualifying time, provided the employment is continuous. The employee shall be paid his vacation in accordance with the Supplemental or Area Agreement under which he works the majority of the year.

### **Section 4. General Provisions**

Time lost through sickness or injury, and time off while on leave of absence granted by the Employer is not to be deducted from the employee's accrued time for vacation benefits.

All vacations earned must be taken by employees. It is mutually agreed between the Company and Local Union that an employee who is laid off, sick or injured (industrial or otherwise) for a period of time equal to or exceeding the amount of earned vacation shall not be required to take a vacation during that anniversary period. An employee, after qualifying for such vacation and upon giving reasonable notice of not less than one (1) week, shall be given his vacation pay before starting his vacation.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of employees, consistent with the efficient operation of the Employer's business.

In case of the death of an employee who is qualified for vacation pay, all such pay due to the employee shall be paid to the employee's beneficiary.

### **Section 5.**

An employee eligible for two (2) or more weeks of vacation shall be allowed to split said vacation one (1) time (by week[s]). All employees shall exercise their seniority on first (1st) choice prior to any employee exercising seniority on second (2nd) choice. Past practice shall prevail both as to the time of taking vacations and the number of employees entitled to be on vacation at any time provided that a minimum of fifteen percent (15%) of the total number of employees by classification shall be permitted to go on vacation between May 1st and October 1st each year.

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### **Section 6.**

The Employer shall not require an employee to take his vacation or vacation pay during a period of layoff.

### **Section 7.**

Once an employee's vacation selection has been approved, an employee shall not be required to accept a dispatch from the home terminal that interferes with the vacation selection.

### **Section 8.**

A multiple week vacation check shall have federal withholdings spread over the pay periods involved, so long as this procedure is in compliance with the Internal Revenue Service requirements.

### **Section 9.**

In an effort to reduce absenteeism, employees will be allowed to take 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 one (1) or more weeks of vacation.
2. Employee must give three (3) days written notice to his/her Employer. The Employer must respond in writing within 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
Martin Luther King Jr. Day	December 31st
Memorial Day	personal holiday
Fourth of July	(see Note)
Labor Day	
Thanksgiving Day	

### **Holiday Pay, Local**

(b) 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.

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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, Line or Sleeper Cab Drivers**

(c) Regular line or sleeper cab drivers performing work on holidays stated above shall be paid a total of four (4) straight-time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight-time hours of holiday pay.

Regular line or sleeper cab drivers will receive twelve (12) straight-time hours of pay when performing work on named holidays in addition to compensation for miles driven.

### **General**

(d) In order to qualify for holiday pay an employee must work the scheduled work day which immediately precedes or follows an observed holiday. No employee shall be called on the above named holidays for less than a full day.

When any of the aforementioned holidays fall on Sunday, the Monday following shall be considered the holiday. If a holiday falls during an employee's vacation, the employee shall have the option of receiving the pay and/or an additional day off. Any employee laid off or terminated fifteen (15) calendar days or less prior to any of the above-mentioned holidays shall receive pay for that holiday at the time of layoff or termination.

Employees who are serving their ninety (90) day probationary period shall be entitled to holiday pay for holidays falling after the probationary employees has completed forty-five (45) days of the probationary period.

### **Holiday Pay During Absence from Work**

(e) 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 imme-

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diate 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**

(f) 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 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**

### **Section 1. Employer Contributions**

Each Employer shall make monthly contributions to the Health and Welfare Trust as provided in this Section.

(a) Regular employees—for each regular active employee and each casual who receives eighty (80) hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month:

Effective August 1, 2022      \$2,165.69 per month

(b) Casual employees—

Effective August 1, 2022      \$26.80 per day

Contributions for casuals used on a four (4) or five (5) hour basis shall be \$13.40.



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(c) Regular employees hired after June 1, 2011 who receive one hundred (100) or more hours of compensation in the previous month shall be eligible to have a contribution paid on their behalf and shall be entitled to the benefits provided by the Trust Summary Plan Description.

Employees who receive less than one hundred (100) hours of compensation but at least sixty (60) hours of compensation shall be eligible for the Catastrophic Needs Medical Plan as set forth in the Summary Plan Description at the rate of six hundred ninety-two dollars (\$692.00) per month effective August 1, 2022.

Contributions provided herein may be adjusted annually at the direction of the National Negotiating Committee. During the life of this Agreement, the Employer shall continue to make contributions to the appropriate Health and Welfare Fund in such amount as is determined on an annual basis by the Fund to be necessary to maintain the benefits then in effect.

(d) Probationary Employees—An Employer is required to pay the required health and welfare contributions on any new employee who has served the ninety (90) day probationary period for any Employer subject to the National Master Automobile Transporters Agreement. All such contributions shall be paid by the tenth (10th) of each month to the appropriate administrative office as directed by the Health and Welfare Trust, subject to the provisions of Section 9, herein.

(e) Employees who had scheduled earned unused vacation prior to being placed on a letter of layoff and that scheduled vacation falls during the period of the layoff, such vacation earnings shall be considered as compensation for purposes of determining eligibility for health and welfare contributions.

Employees who elect to schedule earned unused vacation after being placed on letter of layoff shall have such vacation earnings considered as compensation for purposes of determining eligibility for health and welfare contributions for a period of one month only during each such layoff period.

**Section 2. Eligibility and Benefits**

The Employer contributions paid under the provisions of this Article shall be used to provide health and welfare and related benefits for both active and retired participants. The eligibility rules and the level and nature of benefits shall be determined from time-to-time by the Trustees of the Health and Welfare Trust. Eligibility, benefit levels and the nature of such benefits applicable to active regulars, casuals and retirees may differ.

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a retirement pension benefit, the Employer's obligation to contribute to the appropriate health, welfare or pension plan ceases. The employee must notify the Employer within seven (7) days of the effective date of retirement and date the employee commences to receive retirees health, welfare or pension benefits. Failure to notify the Employer may subject the employee to liability for excess contributions made on the employee's behalf after the effective date of retirement.

The retirees benefits shall be funded, in part, effective August 1, 2011 by the dedication of sixty-nine dollars and twenty cents (\$69.20) of the Employer contribution paid on behalf of each regular employee as provided in Section 1 (a) above or twenty-four dollars (\$24.00) as provided in Section 1(c). A dedication of three dollars twenty cents (\$3.20) per day or one dollar sixty cents (\$1.60) per four to five hour shift shall be paid on behalf of each casual employee as provided in Section 1(b) above. This amount may be increased annually at the direction of the negotiating committee. Retirees who elect to participate in the retirees program shall be required to participate in the cost of retirees benefits by making self payments to the Trust. The amounts of such retiree self payments shall be determined by the Trustees and may be modified from time-to-time when necessary to adequately fund and maintain retiree benefits at levels as determined by the Trustees. The amount of the retirees self pay shall be funded, in part, through a benefit provided through a Voluntary Employee Benefit Association (VEBA) as provided in Section 3 below.

In the event adverse claims experience would otherwise require a reduction or elimination of any benefit program for active regular

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employees during the term of this Agreement, the Employer contributions, as set forth in Section 1 (a) above, may be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs for active regulars. This provision shall not prohibit or deter the Trustees from making changes in the benefit programs, including comprehensive major medical, deductibles, cost containment features, and eligibility periods as the Trustees may determine to be in the best interests of the participants and the long term continuation of the program.

### **Section 3. Voluntary Employee Benefit Association (VEBA)**

Effective August 1, 2003, there shall be a program titled VEBA established as a part of the WTWT, for the purpose of providing the means for pre-funding, in part, the WTWT retiree's self pay rates for Retiree Health and Welfare Benefits. The funding of the VEBA Benefit shall be derived from the diversion of \$100.60 per month from each contribution paid on behalf of each active employee, Employer contributions, earned income on reserve investments, and the transfer of present retiree reserves into the VEBA account. Contributions shall be credited to each individual employee on behalf of who such contributions are remitted for purposes of determining benefit eligibility. A detailed explanation of benefit amounts and eligibility requirements will be made available to all participants. The contribution level necessary to fund the Retirees Benefits shall be determined from time to time by the WTWT Trustees. It is acknowledged by the bargaining parties that the granting of credits under the VEBA program has been suspended by the Board of Trustees of the WTWT and that the \$100.60 being contributed under this provision is currently being used to offset ongoing retiree costs.

### **Section 4. Acceptance of Trust Agreement**

By the execution of this Agreement, the parties accept the provisions of the Health and Welfare Trust Agreement, as it may be revised from time to time, subject to Section 9, herein, and ratify all actions heretofore or hereafter taken by the Trustees thereof acting within their authority thereunder, subject to the restrictions set forth in this Agreement.

### **Section 5. Delinquent Contributions**

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union, the Western Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection, including audit fees and expenses.

### **Section 6. Payments During Periods of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases and the WTWT waiver of premium period is exhausted (six (6) months). If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) month after contributions for active employment ceases. Contributions for the twelve (12) month period shall be paid first by the WTWT and the remainder shall be paid by the Employer.

### **Section 7. Deductions from Rentals**

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

### **Section 8. Disputes**

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the

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amounts due together with any other charges uniformly applicable to past due contributions. The Joint Area Committee may also determine whether the Employer's claim was bona fide.

## **Section 9. Changes in the Health and Welfare Program**

The Employer contributions provided for in Section 1 above, presently are paid to the Western Teamsters Welfare Trust (WTWT). However, the Western Area Teamsters and the NATLD jointly retain the right to designate or establish one or more different Trusts to which such contributions, in whole or in part, are to be paid in the future, and to effectively recommend to the Trustees of WTWT methods of determining transfer of monies and/or liabilities from WTWT to such newly designated Trust(s).

## **Section 10. Payroll Audits**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Trust and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

# **ARTICLE 45. PENSION**

## **Section 1. Employer Contributions**

Effective August 1, 2015, based on August 2015 employment, each Employer signatory to this Agreement shall contribute to the Western Conference of Teamsters Pension Trust for each regular and ca-

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sual employee covered by this Agreement, seven dollars and twenty-five and one-half cents (\$7.255) for each hour of compensation earned. Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year.

During the life of this Agreement, the Employer shall continue to make contributions to the Pension Fund in such amount as may be determined on an annual basis by the Pension Fund to be necessary to maintain the benefits then in effect.

The above contribution shall be allocated as follows: six dollars and twenty-two and one-half cents (\$6.225) to the basic Plan of benefits (effective August 1, 2015) and one dollar and three cents (\$1.03) to the Program for Enhanced Early Retirement (PEER 80).

The contribution hourly rate to the basic Plan of benefits may be increased annually at the direction of the National Negotiating Committee. In such event the contribution to the Program for Enhanced Early Retirement (PEER 80) will be increased so that the Program for Enhanced Early Retirement (PEER 80) contribution equals sixteen and one-half percent 16.5% (rounded to the nearest cent) of the new total contribution to the basic Plan.

The contributions required to provide the Program for Enhanced Early Retirement (PEER 80) are not taken into consideration for benefit accrual purposes under the basic Plan. If the bargaining unit ceases participation in the Program for Enhanced Early Retirement (PEER 80) such bargaining unit will be ineligible to participate in the basic Plan.

For the probationary employees hired on or after June 1, 2008, the Employer shall pay an hourly contribution of ten (10¢) cents (including PEER/80) during the probationary period as defined in Article 36, Section 2, but in no case for a period longer than 90 calendar days from an employee's first date of hire. Contributions shall be made on the same basis as set forth in Article 45, Section 1 of the Agreement. After the expiration of the probationary period as defined in Article 36, Section 2, but in no event longer than 90 calendar days from an employee's first date of hire, the contribution shall be increased to the full contractual rate.

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### **Section 2. Payments During Periods of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) month after contributions for active employment ceases.

### **Section 3. Deductions from Rentals**

There shall be no deductions from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

### **Section 4. Acceptance of Trust**

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the provisions of the Western Conference of Teamsters Pension Trust Fund, and the rules and regulations established by the Trustees of such fund.

### **Section 5. Delinquent Contributions**

Action for delinquent contributions may be instituted by the Local Union, the Western Area Director, or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

### **Section 6.**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of

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such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **ARTICLE 46. TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND**

### **Section 1.**

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Supplemental Benefit Trust Fund on behalf of all regular, probationary, and casual employees at the rate of forty cents (40¢) per hour for each compensable hour (including paid vacations on the basis of forty (40) hours per week of vacation, paid holidays and used sick leave), with a maximum of two thousand eighty (2,080) hours per year.

The Employer agrees to remit the above monies to the administrative office by the date designated by that office, and monies received after the date shall be considered delinquent.

### **Section 2. Payments During Periods of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases.

If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) month after contributions for active employment ceases.



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### **Section 3. Deductions from Rentals**

There shall be no deductions from equipment rental of owner-operators by virtue of the contributions made to the Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operators compensation.

### **Section 4. Acceptance of Trust**

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the provisions of the Western Conference of Teamsters Supplemental Benefit Trust Fund, and the rules and regulations established by the Trustees of such Fund.

### **Section 5. Delinquent Contributions**

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union, the Western Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and costs of collection.

### **Section 6.**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## ARTICLE 47. DISCHARGE OR SUSPENSION

### Section 1.

Subject to the provisions of Article 7 of the National Master Agreement, the Employer shall not discharge nor suspend any employee 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 Local Union affected; except that no warning notice need be given to an employee before he is suspended or discharged if the cause of such suspension or discharge is:

(a) dishonesty;

(b) drunkenness;

(c) recklessness resulting in a serious accident while on duty;

(d) carrying of unauthorized passengers;

(e) proven unprovoked physical assault while on duty;

(f) selling, transporting or use of a controlled substance while in the employment of the Employer; or,

(g) employee refusal to accept a Company dispatch (work assignment) after having physically made himself/herself available for said dispatch (work assignment) excluding bona fide verifiable reasons.

### Section 2. Warning or Suspension Notice

(a) The warning or suspension notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning or suspension notice. Warning or suspension letters to be considered as valid, must be issued within ten (10) days, excluding Saturdays, Sundays and holidays, after the occurrence of the violation claimed by the Employer in such warning or suspension notice. Warning or suspension notices shall be specific as to the al-

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leged violation (date, place and nature of the violation). Further, before issuing a warning or suspension notice, the Company must make a good-faith effort to discuss the alleged violation with the employee.

(b) Warning or suspension notices must be protested, in writing, to the Employer within ten (10) days exclusive of Saturdays, Sundays and holidays except as hereinafter provided. A Local Committee by majority vote, or a Local Union and Employer by mutual agreement, may agree not to hear protests to warning notices. Where a Local Committee, or Local Union and Employer agree not to hear protests to warning notices, such notices shall be considered as automatically protested and shall not be heard until such time as they are used as a basis for suspension or discharge within the effective time period.

## **Section 3.**

Discharge or suspension must be by proper written notice to the employee and the Local Union affected within ten (10) days, excluding Saturdays, Sundays and holidays, of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension, except where dishonesty is involved. In the case of an accident the Employer shall be allowed up to thirty (30) days to investigate an accident before the decision to discipline under Article 47, Section 1(c) is determined. During the up to thirty (30) day period the employee shall remain on the job. The company shall provide the involved employee and the Local Union with a letter as to the utilization of the up to thirty (30) day extension within ten (10) calendar days, excluding Saturdays, Sundays and holidays, of the accident. In cases where dishonesty is involved the discharge or suspension notice must be within a reasonable time after the discovery of the alleged dishonesty. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove an injustice has been done an employee, he shall be reinstated. The Joint State Automobile Transporters Committee, or the Joint Western Area Automobile Transporters Committee, shall have the authority to order full, partial or no compensation for time lost.

## **Section 4.**

When an employee is suspended, or where a discharged employee is returned to work by decision of any grievance committee, the

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Employer shall pay the applicable health and welfare contributions so that there is no break in coverage. Pension contributions shall not be required on any hours for which the employee did not receive compensation under a decision rendered by any grievance committee.

### **Section 5.**

Appeal from discharge, suspension or warning notice must be taken within ten (10) days (excluding Saturdays, Sundays and holidays) by written notice and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been reached on the appeal within thirty (30) days, the case shall then be taken up as provided for in Article 7, Section 1 of the National Master Automobile Transporters Agreement.

### **Section 6.**

It shall not be a violation of this Agreement for a Local Union and an Employer to adopt the Central/Southern Areas' Uniform Rules and Regulations.

### **Section 7. Reasonable Direct Work Order**

Where a reasonable direct work order is given to an employee and the order does not place the employee in an unsafe work condition and the employee refuses such work order the following shall apply:

#### **Cooling off period**

If an employee refuses a reasonable direct work order, management will direct the employee to take one (1), ten (10) minute cooling off period. During that period the parties are to physically separate and the employee is to discuss the issue with a Union steward or a bargaining unit member who is available. After the specified period of time the parties will reconvene and the reasonable direct work order directive will be given once again. If the employee refuses the reasonable direct work order a second time they may be subject to discipline, up to and including termination.

## **Article 48**

### **ARTICLE 48. DELINQUENCIES**

#### **Section 1. Health & Welfare and Pension Delinquencies**

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the health and welfare or pension fund or funds, created under this contract in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health and welfare or pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees and the fund or funds for losses resulting therefrom.

#### **Section 2. Failure to Pay Established Hourly or Mileage Rates**

Notwithstanding anything herein contained, it is agreed that in the event any Employer fails to pay an established hourly or mileage rate of pay, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such failure, the employees or their representatives shall have the right to take all legal or economic action.

### **ARTICLE 49. STEWARD PAY**

Each steward shall be permitted reasonable time to investigate, present and process grievances on the Company property without loss of time or pay during his regular working hours; and where mutually agreed by the Union and the Employer, off the property or other than during the steward's regular schedule without loss of time or pay; provided, however, the number of stewards to receive pay for time spent investigating, presenting and processing any

## **Article 49**

specific grievance shall be limited to one, unless the nature of the issue involved requires the participation of more than one steward, including, but not limited to, a change of operations proposal. In such cases, all job stewards shall be entitled to receive pay in accordance with the provisions herein. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if it is within the regular schedule of the steward.

## **ARTICLE 50. GARNISHMENTS**

No employee shall be discharged for garnishments.

## **ARTICLE 51. ADDITIONAL HELP**

(a) Where additional help is needed by an Employer at a terminal, over and above that provided for in Article 5 of the National Master Automobile Transporters Agreement, said additional or supplemental work shall be offered to the laid-off employee(s) of the Company with the most classification seniority in the classification where additional help is needed, on a voluntary basis. The employee(s) accepting said supplemental work at another terminal on a voluntary basis shall go to the bottom of the terminal seniority board and hold Company seniority there only for fringe benefit purposes. However, when work picks up at the employee's regular terminal, the employee will be given an opportunity to go back to the employee's regular terminal and, if the employee elects to remain at the new terminal, then the employee no longer will hold terminal seniority position at the old terminal but will remain at the new terminal with terminal seniority as of the date the employee transferred into the same; and the employee's layoff at said new terminal will be in accordance with the employee's terminal seniority.

(b) When such employee is recalled to his/her home terminal, the employee must return to the home terminal, or he/she will lose his/her seniority at the home terminal. However, if the employee

## **Article 51**

returns to the home terminal and is laid off within sixty (60) days or less after returning, the employee will be allowed, upon request, to return to the former terminal with no loss of seniority at the former terminal.

(c) Laid-off employees transferred under (a) above shall for a period of thirty (30) days following the transfer have an unqualified right to return to their old terminal upon giving fifteen (15) days' notice to the Employer, in writing, of their intent to return to their old terminal; however, after the period of thirty (30) days, they must remain at the new terminal until such time as they are laid off or called back to their old terminal.

(d) Laid-off employees to qualify for transfer must designate to the Employer, in writing, willingness to accept a work assignment at another Company terminal and/or branch in the employee's regular classification, or in another classification in which the employee is qualified by experience with the Company to perform the work.

An employee requesting transfer must submit a written request for transfer between January 1st and February 1st each calendar year of the contract, which written request shall remain in effect until changed or withdrawn by the employee, in writing.

The provisions of this Section obligate an Employer to offer additional work to laid-off employees falling within the Western Area.

All laid off employees will be offered, in company seniority order, additional help work opportunities covered by the Central-Southern or Eastern Supplemental Agreement after the applicable additional help provisions of those respective Supplemental Agreements have been exhausted.

Employees accepting such additional help opportunity at locations covered by the Central-Southern or Eastern Supplemental Agreements will be assigned a new terminal seniority date for that terminal as their date of hire at such new terminal and will also be assigned a new company seniority date consistent with their date of hire at such new terminal for additional help and other work oppor-

## Article 51

tunities within that area supplement. However, such employee(s) shall retain their full company seniority date for vacation benefits and for new terminal opening staffing, pursuant to Article 5, Section 7 (a) (3) of the Master Agreement.

Employees accepting such additional work opportunity at locations covered in this Section, shall retain all their recall rights to the terminal or location from which they are laid off and all additional help rights provided by this Article.

The parties acknowledge that the above rules are intended solely as general standards and further that many factual situations may be presented to the Committee which necessitate modification or amendment. Accordingly, the Employers and the Union acknowledge that questions of accrual, interpretation or application of seniority rights may arise which require different treatment. Accordingly, it is understood that the Employers and the Union jointly involved, and/or the respective grievance committees, may mutually agree to such disposition of questions of seniority which in their judgment is appropriate under the circumstances. The Area Joint Arbitration Committee provided in the National Master Automobile Transporters Agreement or the Supplemental Agreements shall have the authority to determine the establishment and application of seniority in those situations presented to them. In all cases, the seniority decisions of the National Committee or Area Joint Arbitration Committee, established by the National Master Automobile Transporters Agreement and the respective Supplemental Agreements, shall be final and binding.

When employees are required to transfer to another terminal of the Company to maintain employment, the subject of continued health and welfare coverage shall be determined by the appropriate Area Committee and/or the National Committee.

(e) If additional drivers are still needed by the Employer, the Employer will place on a preferential hire list, by company seniority, those laid-off drivers of commonly-owned signatory companies and offer those drivers the supplemental work before hiring from the outside.



## **Article 52**

### **ARTICLE 52. TERMINATION CLAUSE**

In the event any Employer, excluding driveaway operations, opens a terminal in, or obtains customer traffic originating in, any of the states covered by the Western Area Supplemental Agreement during the term of this Agreement, either party may reopen the Western Area Supplemental Agreement upon sixty (60) days' written notice and request renegotiation of the provisions of this Supplemental Agreement affected by such action. Thereafter, the Local Unions represented by Teamsters National Automobile Transporters Industry Negotiating Committee (TNATINC), and the Employer(s), represented by the National Automobile Transporters Labor Division (NATLD), shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory solution. The existing terms of the Western Area Supplemental Agreement shall be applicable to such Employer's operation until mutually agreed modifications are reached.

In the event the TNATINC and NATLD cannot agree on a solution to any problem arising from this Article within sixty (60) days after receipt of the stated written notice, either party shall be allowed lawful economic recourse to support their request for revisions. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

The term of the Supplemental Agreement is subject to and controlled by all the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of 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:**

Sean M. O'Brien, Chairperson  
Aural 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:**

James D. Osmer, Chairperson  
Kenneth W. Zatkoff, Co-Chairperson  
Bruce Jackson, Active USA, Inc.  
Chris Anderson, Active USA, Inc.  
Greg May, Jack Cooper Transport Company  
Craig Irwin, Jack Cooper Transport Company  
Terry Brennan, Jack Cooper Transport Company

## **PART II—TRUCKAWAY**

### **ARTICLE 53. SCOPE OF AGREEMENT**

#### **Section 1. Operations Covered**

The execution of this Agreement on the part of the Employer shall cover all truckaway, driveaway and terminal operations within, into and out of the states of California, Washington, Oregon, Nevada, New Mexico, Arizona, Montana, Idaho, Utah, Colorado and Wyoming.

#### **Section 2. Employees Covered**

(a) Employees covered by this Agreement shall include, but not be limited to, truckaway drivers, driveaway drivers, vehicle pick-up drivers, yard or terminal employees, lift operators, and such other employees as may be presently and hereafter represented within the jurisdiction of the Local Union.

#### **Operators of Leased Equipment**

(b) In all cases hired or leased equipment shall be operated by an employee of the certificated or permitted carrier.

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services as well as the means to be accomplished. (This Section does not apply to bona fide trip leasing between motor carriers.)

#### **Student Trips**

(c) Employees on student trips shall be paid in accordance with the provisions of this Agreement.

## **Article 53**

### **Section 3. Terminal Employees**

LUBRICATION MEN, TIRE MEN, YARD MEN, DRIVEAWAY MEN AND MAINTENANCE MEN, ETC.

The above classifications are subject to the terms and conditions of separate agreements entered into between the Employers and the involved Local Unions which will become a Rider to this Agreement or Supplements to the National Master Automobile Transporters Agreement.

## **ARTICLE 54. RECORDS OF MOVEMENTS**

On operations covered by this Agreement which combine with, or are a part of, other methods of transportation including lessors; full and complete records of handling, dispatch and movement of such units are to be kept by the Employer and such records are to be made available for inspection by the representatives of the Union in the locality affected by such operations. Trailers piggybacked or hauled by lessors in combination with road operations are to be signed in and signed out on the regular dispatch sheet kept in road operations. These sheets will be made available, upon request, to the drivers for a period of ten (10) days. Where inspection of the records indicates that piggyback is being used as a substitute for road operations rather than handling overflow traffic, the grievance procedure may be invoked to provide a reasonable remedy for any Local Union adversely affected by the improper usage of substituted service.

On a daily basis, the Employer shall provide the Steward with a copy of all loads, including headhauls, backhauls, foreign drivers, outside carriers and owner-operators, dispatched on the previous day.

## **ARTICLE 55. SENIORITY**

### **Section 1.**

Seniority shall be broken only by discharge, voluntary quit, non-disability retirement, unauthorized absence for reasons other than provided for in Article 37 in excess of ninety (90) days, or more than a

## **Article 55**

seven (7) year layoff or absence or as provided elsewhere in this Agreement. Laid off employees may be recalled first by verified telephone call. Verified telephone call is defined as a telephone call to the employee that is witnessed and confirmed by a bargaining unit employee. In those instances where employees can not be reached by verified telephone call, he/she shall be given notice of recall by certified mail, return receipt requested (copy to Local Union) to the employee's last known address. If he/she does not report for work within seven (7) days (fourteen (14) days if the employee is gainfully employed and not receiving unemployment compensation benefits) from the date of receipt of a letter sent by the Employer, he/she will be considered to have quit his/her job. If such letter is returned to the Employer, the Employer shall have no further responsibility under this Section. An employee must advise the Employer within three (3) days after receipt of such notice of his/her intention to return to work. The three (3) day response shall only be waived if the employee is out of town and has notified the Employer.

Terminal seniority, as measured by length of service at such terminal, shall prevail, except in those instances where the Employer, the Unions involved, and the Joint Western Area Automobile Transporters Committee agree to the contrary.

### **Section 2. Purchase of Equipment**

The Employer shall not require, as a condition of continued employment, that an employee purchase a truck, tractor and/or tractor and trailer or other vehicular equipment.

### **Section 3. Bidding Equipment**

Bidding of trucks, unless mutually agreed otherwise, is subject to seniority and shall be posted for bid. Posting shall be at a conspicuous place so that all eligible employees will receive notice of the truck available for bid, and such posting of bids shall be made not more than once each year unless mutually agreed. Trucks shall be put up for bid once each year. The date for the yearly general bid shall be mutually agreed by the Local Union and the Employer involved. When new trucks are added to the fleet, they shall be open for bid on a seniority basis unless mutually agreed otherwise. When

## **Article 55**

there is a permanent change in the mating of a truck and trailer it will be rebid. Disputes under this Section are subject to the grievance machinery.

### **Section 4.**

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. The Employer shall send a copy of the employee's notice of layoff to the Union. This provision is modified by Article 36, Section 6.

The Employer will not discipline a driver who is "on call" if the driver is not available when called.

### **Section 5. Seniority Lists**

Within thirty (30) days after the signing of this Supplemental Agreement, the Employer shall post in a conspicuous place at each terminal, and shall mail to the Union, a list of the regular employees covered by this Supplemental Agreement arranged according to their seniority. The above list shall be kept current and shall also contain the social security number of the employees listed. Protest to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears and if no protests are made in a timely fashion, the dates and positions as posted shall be deemed correct. Any such protest which is made in a timely fashion may be submitted to the grievance procedure.

### **Section 6.**

Where any employee is required through no fault of his own to change residence in order to follow employment, the Employer shall move the employee or pay his moving expenses. This shall not apply to moves within the radius as defined in Article 58, Section 1, of this Agreement. The Employer shall not be responsible for moving or moving expenses if employee changes his residence as a result of transfer.

**Section 7. Extra Equipment**

Certificated or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30)-day bona fide lease arrangements before hiring any extra equipment.

**Section 8. Line Operations Only**

The Union reserves the right to cut the road seniority board when the average weekly earnings fall to seven hundred fifty dollars (\$750.00) or less. This is not to be construed as imposing a limitation on earnings. After the Union notifies the Employer verbally to cut the board and the Employer refuses to do so, the Union shall immediately submit its request again, in writing, to the Employer. If the Employer still refuses to cut the board after receiving the written request, then his refusal to do so shall be considered a grievance to be handled in accordance with the grievance procedure set forth in this Agreement. After the Local Joint Committee or the Joint Area Committee renders a decision favorable to the Union, if the Employer still refuses to cut the board then in such case the Union shall have the right to strike notwithstanding any provisions in this Agreement to the contrary, and the Employer shall be obligated to pay all employees under this Agreement for all time lost. In determining whether average weekly earnings will fall to seven hundred fifty dollars (\$750.00) or less, only the earnings of the lower twenty-five percent (25%) of the drivers on the seniority board counting from the bottom up, shall be considered. The average shall be calculated for the thirty (30) day period preceding the Union's original request. After such calculation is made, the average earnings of the drivers for the top seventy-five percent (75%) of the seniority board must also average more than seven hundred fifty dollars (\$750.00) per week, or layoff shall be made in accordance with seniority. The above provisions shall also apply to any extra board exclusively for sleeper drivers.

**ARTICLE 56.  
MEAL PERIOD**

Drivers shall, except by mutual agreement, be allowed one (1) continuous hour for meals, but in no event less than thirty (30) minutes, nor more than one (1) hour in each ten (10) hour period. No driver shall



## **Article 56**

be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. Meal periods shall not be compulsory at terminals where the driver is responsible for equipment or cargo, nor shall the meal period be compulsory when or where there is no accessible eating place.

## **ARTICLE 57. PAID-FOR TIME**

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer except where otherwise specified. Rates of pay provided by this Agreement shall be minimums. However, the Union and the Employer may mutually agree to such flat rates for work performed as they deem appropriate, provided that reduced rates shall not be used for competitive factors against motor carriers in the same immediate area. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid. Payment for such delays for driver's time when not driving shall be at the hourly rate.

## **ARTICLE 58. DEFINITIONS**

### **Section 1. Local Operations**

A local truckaway operation is the operation of a driver of truckaway equipment making a continuous round trip or portion within a one hundred (100) mile radius to any point or points without a lay-over period.

### **Section 2. Line Operations**

A line truckaway operation is the operation of a driver of truckaway equipment making a round trip outside of the one hundred (100) mile radius to any point or points. (Mileage rates of pay plus work time shall apply.)

**Section 3. Deadheading**

The term as used in this Agreement shall mean traveling between points or to home terminal without vehicle or equipment. Line truckaway operation employees shall be paid for deadheading time at the line hourly rate of pay when flying and hours or miles, whichever is greater, when ground transportation is used plus the cost of transportation incurred by such employee in deadheading. This Section does not apply to local operations. The provisions of Article 60, Section 8, regarding the eight (8)-hour guarantee shall apply to this Section. Drivers shall not be required to ride as a passenger on Company or leased equipment unless a comfortable seat is provided.

**ARTICLE 59.  
LOCAL RATES OF PAY****Section 1. Hourly Rates**

Effective	Per Hour
6-01-22	\$28.58
6-01-23	\$30.01
6-01-24	\$31.21

On June 1, 2023, June 1, 2024, and June 1, 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 2. Starting Time**

Any Local Union which presently has an established starting time or better working conditions under a previous agreement shall be protected by the Maintenance of Standards, Article 6 of the National Master Agreement.

The subject of starting times shall be negotiated by the company involved and the Local Union. If the parties are unable to agree such dispute shall be submitted to the Western Area Joint Arbitration Committee for resolution.

## **Article 59**

### **Section 3. Local Overtime**

(a) One and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked in excess of eight (8) hours in any one (1) day for all employees working under the above classification.

#### **(b) Sixth Consecutive Day**

(1) One and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked on the sixth (6th) day worked within a work week.

(2) For purposes of determining the sixth (6th) day worked within a workweek, paid holiday(s) shall be considered as day(s) worked.

### **Section 4. Seventh Consecutive Day**

Two (2) times the regular hourly rate of pay shall be paid for all time worked on the seventh (7th) day worked within a workweek. For purposes of determining the seventh (7th) day worked within a workweek, paid holidays shall be considered as day(s) worked.

### **Section 5. Minimum Day**

All employees called and reporting for duty in local operations shall be guaranteed a minimum of eight (8) consecutive hours of work at the applicable rates of pay.

### **Section 6.**

All traffic loaded and delivered within the local radius shall be paid for at the local rates of pay including overtime, except for line backhaul of foreign drivers.

When a driver volunteers to take a load, at the end of a work shift that is in the direction of his/her home, the employer shall not be obligated to pay wages for such layover.

**Section 7.**

The Local Union and the company shall negotiate time off provisions for local drivers subject to approval by the Western Area Joint Arbitration Committee.

**Section 8. Sunday through Thursday/  
Tuesday through Saturday Workweek**

It shall not be a violation of this Agreement for the Employer, after discussion with the Local Union, to establish a non-traditional workweek(s) for hourly rated employees. (Example: Tuesday through Saturday; Sunday through Thursday).

This subsection does not prohibit a Local Union and an Employer from negotiating terms and conditions for a non-traditional workweek(s) that are different from those outlined herein provided they are ratified by the affected members.

Existing non-traditional workweek and premium pay agreements in effect as of the date of ratification shall remain in effect subject to the right of the parties to change by mutual agreement. Non-traditional workweek(s) shall be subject to the following conditions:

(a) A drivers' 5-day bid workweek will be protected before using supplemental drivers.

(b) When assigning additional drivers over and above the bid workweek drivers, those drivers eligible for a 6th day will be exhausted before utilizing drivers eligible for a 7th day.

(c) When a driver is forced to work a 6th day within a workweek or a 7th day within a workweek, that driver will exercise his/her seniority for dispatch purposes unless an alternate dispatch system has been mutually agreed to by the Company and Local Union.

(d) When a driver volunteers to work a 6th day within a workweek or a 7th day within a workweek on overflow work, said driver will work at the bottom of the regular bid board unless an alternate

## **Article 59**

dispatch system has been mutually agreed to by the Company and Local Union.

(e) No more than twenty (20%) percent of the seniority list shall be on a Sunday through Thursday bid workweek unless mutually agreed to otherwise by the Company and Local Union.

(f) No more than fifteen (15%) percent of the seniority list shall be on a Tuesday through Saturday bid workweek unless mutually agreed to otherwise by the Company and Local Union.

(g) Starting times shall be negotiated with the involved Local Union. If the parties are unable to agree, the Employer may implement the desired start times. If the Local Union chooses to dispute the matter, such dispute shall be submitted to the Western Area Joint Arbitration Committee for resolution.

## **Section 9. Loading—New Business**

The Employers and Local Unions agree that for the life of this Agreement and in an effort to secure additional traffic previously unavailable to the bargaining unit the following “new business” concept is adopted.

“New business” may include but not be limited to off rail traffic, secondary market traffic, railheads, port facilities or other traffic secured from a non-Teamster represented employer or entity provided it has not been handled by a Teamster represented employer or entity for one (1) year. “New business” shall not include traffic that has been handled by any Teamster represented employer during the term of this Agreement. In the event the Employer acquires carhaul traffic that is not presently serviced by a signatory employer, the Employer shall pay twenty (20) minutes per vehicle to load and unload such newly acquired traffic.

It shall not be a violation of this section for the Employer and the Local Union to enter into an alternative agreement to secure new business as permitted under Article 2, Section 8.

## **Article 59**

When a driver is delayed through no fault of his own, beyond the loading time allowance per vehicle per load, he shall be paid at the applicable hourly rate for all time in the service of the Employer over and above the time allotted for loading. The Employer must have a method for verifying a driver's loading delay. The driver shall provide the Employer with proof of the delay as required by the Employer.

It is understood that any and all previously agreed to Competitive Agreements shall remain in effect with all rights unimpaired unless mutually agreed to the contrary between the parties involved in the specific Competitive Agreement. This shall include all monetary increases negotiated in this Agreement. Disputes arising under any previously approved Competitive Agreement shall be subject to the grievance procedure outlined in Article 7.

## **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
6-01-22	72.68¢
6-01-23	76.31¢
6-01-24	79.36¢

On June 1, 2023, June 1, 2024, and June 1, 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 2. Double and Triple Bottom Rate**

The double and triple bottom rate shall be a premium of one and one-half (1 1/2¢) per mile (one dollar (\$1.00) per shift increase for hourly-rated employees).

## **Article 60**

### **Section 3. Permitted Loads**

For all time spent by a driver on any load requiring a special permit where the driver's normal earnings are reduced because of speed or time restrictions, he shall be paid the mileage rate or the local rate of pay and time and one-half (1 1/2) over eight (8) hours in accordance with Article 57, whichever is greater.

### **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
6-01-22	\$28.38
6-01-23	\$29.80
6-01-24	\$30.99

On June 1, 2023, June 1, 2024, and June 1, 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.

#### **(b) Pay for line trips of 101 through 150 miles.**

On line trips of 101 through 150 miles the driver shall be paid either:

(1) The line rates of pay as set forth in Article 60, or

(2) The total of all hours worked at the line straight time hourly rate found in Article 60, Section 4, whichever is greater.

### **Section 5. Loading and Unloading—New Business**

Drivers shall be paid for loading and unloading at the regular hourly rate of pay in addition to the mileage rate unless otherwise mutually agreed.

## Article 60

The Employers and Local Unions agree that for the life of this Agreement and in an effort to secure additional traffic previously unavailable to the bargaining unit the following “new business” concept is adopted.

“New business” may include but not be limited to off rail traffic, secondary market traffic, railheads, port facilities or other traffic secured from a non-Teamster represented employer or entity provided it has not been handled by a Teamster represented employer or entity for one (1) year. “New business” shall not include traffic that has been handled by any Teamster represented employer during the term of this Agreement. In the event the Employer acquires carhaul traffic that is not presently serviced by a signatory employer, the Employer shall pay twenty (20) minutes per vehicle to load and unload such newly acquired traffic.

It shall not be a violation of this section for the Employer and the Local Union to enter into an alternative agreement to secure new business as permitted by Article 2, Section 8.

When a driver is delayed through no fault of his own, beyond the loading time allowance per vehicle per load, he shall be paid at the applicable hourly rate for all time in the service of the Employer over and above the time allotted for loading. The Employer must have a method for verifying a driver’s loading delay. The driver shall provide the Employer with proof of the delay as required by the Employer.

It is understood that any and all previously agreed to Competitive Agreements shall remain in effect with all rights unimpaired unless mutually agreed to the contrary between the parties involved in the specific Competitive Agreement. This shall include all monetary increases negotiated in this Agreement. Disputes arising under any previously approved Competitive Agreement shall be subject to the grievance procedure outlined in Article 7.

### Section 6. Backhauls

(a) Drivers shall receive, in addition to the mileage rates, the following cents per mile in the movement of backhaul loads:

Effective	Per Mile
6-01-03	3.5¢ with no change for the term of this contract



## **Article 60**

(b) To determine backhaul mileage, take one-half (1/2) of the total round trip miles, subtract all empty miles. The balance is to be paid as backhaul mileage.

(c) The Employer agrees to meet periodically, at the request of the Local Union, to review backhaul activity between terminals to insure an equitable distribution of backhauls.

## **Section 7. Check and Fuel Time**

Drivers shall be allowed one-half (1/2) hour for check and fuel time at the hourly rate, in addition to the mileage scale, for each tour of duty.

## **Section 8. Minimum Day Two-hour Notice**

All employees covered by this Agreement called and reporting for duty shall be guaranteed a minimum of eight (8) consecutive hours of work at the applicable rate of pay for the first (1st) driving period on the trip, unless the Employer assigns the layover points for the trip. All employees shall be given at least two (2) hours' notice when ordered to report for work.

## **Section 9. Breakdowns or Impassable Highways**

(a) On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed eight (8) hours out of each twenty-four (24) hour period, except when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. When an employee is held longer than an eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging, plus meals (in accordance with Section 15 of this Article). The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

Time required to be spent with the equipment shall not be included within the first (1st) eight (8) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

**Other Delays**

(b) All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for at the regular applicable hourly rate in this Agreement.

(c) (1) When a driver breaks down before the equivalent of ten (10) hours' pay is earned, the driver will be paid up to the time he is put on layover for a statutory rest period of eight (8) hours. Also, driver will be paid the appropriate subsistence during such eight (8) hour rest period.

(2) If after the driver's eight (8) hours of statutory rest the truck is still down and unable to roll, Section 9 (a) hereof shall apply from that time until driver is able to continue on the trip, which means the driver will then start drawing eight (8) hours' pay out of each twenty-four (24) hour period from the time the driver is relieved from duty at the end of the statutory rest period of eight (8) hours until the driver is able to continue on the trip.

If the driver is held longer than eight (8) hours from the time of completion of the statutory rest period, the driver shall, in addition, be furnished meals (in accordance with Section 15 of this Article) and lodging as provided for in Section 9 (a) hereof.

Clarification of above item: meals and lodging payments are to begin if the driver goes on second (2nd) layover.

(First example: A driver breaks down at 5 p.m. and has already earned the equivalent of ten (10) hours' pay. If relieved of duty at this time, the driver goes on statutory layover until 1 a.m. Driver is paid from 1 a.m. to 9 a.m. and at that time goes off duty and is then paid eight (8) hours out of each twenty-four (24). The driver's meal and lodging start at 9 a.m. if this is the second (2nd) layover.)

(Second example: A driver goes on duty at 8 a.m. and breaks down at 1 p.m. without earning the equivalent of ten (10) hours' pay. The driver is paid the ten (10) hour minimum covering the driver to 6 p.m. The driver goes on statutory layover at 6 p.m. until 2 a.m.,

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then goes on the clock at 2 a.m. until 10 a.m. at which time the driver goes off duty the second (2nd) time and is then paid eight (8) hours out of each twenty-four (24) that the driver is broken down. Meals and lodging will start at 10 a.m. when the driver goes on second (2nd) rest period.)

If a driver is not put on a statutory rest at the time of the breakdown, then Section 9(a) hereof shall apply.

In the reference to meals under Section 9, the Employer shall apply the meal amounts found in Section 15 (Temporary Transfer).

## **Section 10. Layover Pay**

(a) In the event a driver is required to take a rest period during any one (1) round trip away from his home terminal, he shall be compensated for layover time as follows:

For the first (1st) thirteen (13) hours of each layover period, the driver receives no pay. For the next eight (8) hours, beginning with the start of the fourteenth (14th) hour after arrival at the layover point, the driver is paid at the regular hourly rate;

For the next thirteen (13) hours, the driver receives no pay;

For the next eight (8) hours, the driver is paid at the applicable regular hourly rate; and continuing on the same basis for each twenty-one (21) hours of continuing layover.

## **Ten Hours Off Duty**

(b) Drivers shall not be compelled to report for work at the home terminal until they have had ten (10) hours off duty.

## **Off-duty Time**

(c) The Employer shall provide in his dispatch rules and/or procedures suitable provisions relating to time off at the home terminal provided there is no delay in the movement of freight.

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Within one hundred and twenty (120) days of the ratification of this Agreement, each Company and Local Union shall negotiate time off rules for each terminal operation subject to the Rider approval procedure in Article 36, Section 1 of this Supplemental Agreement.

### **Abuse of Free Time**

(d) Whenever an Employer arbitrarily abuses the free time allowed in this Section by failing to dispatch from any away-from-home terminal when freight and equipment are available, such abuse shall be considered to be a dispute and the same shall be subject to handling accordingly to the grievance procedures set forth in the National Master Automobile Transporters Agreement.

### **Section 11. Subsistence Pay**

Comfortable, clean and sanitary lodging with adequate truck parking and with an eating establishment within reasonable distance from the lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from his home terminal provided bona fide receipt is given to the Employer by the employee. The Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon.

Should the Union(s) or employee(s) through the Union consider an authorized facility to be inadequate, the company shall immediately investigate the reasons for the protest and if the lodging facility does not meet the above requirements, the lodging facility shall be eliminated from the list of authorized facilities.

The Employer shall promptly reimburse the driver at the completion of his trip for all bona fide lodging receipts submitted to the authorized Company personnel on duty.

The Employer and the Union may negotiate a per diem for lodging subject to the superintending control of the Western Area Committee.

### **Section 12. Runarounds**

Time lost when a driver is not dispatched in the proper order under agreed upon dispatching rules between the Employer and the Local

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Union shall be paid at the hourly rate from the time the driver should have been dispatched until actual time of departure. In addition, in the event the driver who is runaround is later dispatched on a run or trip that produces less money than the trip upon which he should have been dispatched, he shall be paid the difference unless mutually agreed otherwise.

The intent of this Section is to compensate the driver for the loss of earnings caused by the runaround.

## **Section 13. Supplemental Drivers**

When an Employer utilizes any non-seniority supplemental driver(s) thirty (30) or more tours of duty in any ninety (90) consecutive day period, such Employer may be required to add one (1) additional driver to the seniority roster. Each driver so added shall be subject to the probationary period as provided in Article 3, Section 2 of the National Master Agreement and such period shall begin with the first (1st) trip the driver pulls after being added to the board. Such supplemental drivers, so utilized, shall be given consideration when adding additional employees.

## **Section 14. Advances**

The Company will advance sufficient funds to cover known licenses, permits and tolls necessary to complete the trip.

## **Section 15. Temporary Transfer**

In the event a driver is advised at his home terminal that he is being sent to another location on a temporary transfer, he will be paid for motels in route to and from the location of the temporary transfer. He will be paid motels and meals while he is working out of the location where he has been temporarily transferred.

In those instances other than paragraph 1 above where the driver is not advised at the time of dispatch from his home terminal that he is on temporary transfer and is used after arriving at the foreign terminal, the following shall apply.

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On any dispatch after the second dispatch out of a foreign terminal, the driver shall be dispatched toward his home terminal. Any subsequent dispatch shall constitute a temporary transfer and the driver shall be entitled to motels and meals starting with his first dispatch from the foreign terminal.

Meals will be paid as follows:

Breakfast	\$ 9.00
Lunch	\$10.00
Dinner	\$12.00

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

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

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

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

(d) Temporary transfers which the Employer anticipates to be in excess of thirty (30) days shall be offered to the full seniority list on a voluntary basis. If sufficient volunteers are not found the Employer may force a requisite number of drivers from the bottom of the seniority list to accept such transfer.

Temporary transfers which the Employer anticipates to be thirty (30) days or less shall be offered to the line board seniority list on a voluntary basis. If sufficient volunteers are not found the Employer may force a requisite number of drivers from the bottom of the line board seniority list to accept such transfers.

(e) Drivers temporarily transferred to terminals not covered by this Agreement shall be paid in accordance with the rates of the

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area they have been transferred to or the Western Area rates, whichever is greater.

## **Section 16. Line Rates of Pay**

On inbound line loads, all drops within a local area shall be paid at the line hourly rate of pay starting from the point of the first drop within the local area. On outbound loads to be delivered within the local area the driver will be paid the local rate of pay until the last delivery within the local area is completed.

The above would apply to operations within the State of California.

## **ARTICLE 61. FURNISHED TRANSPORTATION**

The Company shall furnish transportation to and from the nearest public transportation at away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where a driver is allowed to use a tractor or driveaway vehicle for transportation.

## **ARTICLE 62. MILEAGE DETERMINATION**

In case of a dispute over mileage, same shall be computed over the route traveled by the official Household Goods Carriers Mileage Guide. When the Household Goods Carriers Mileage Guide is not current or such Guide is challenged by the Union, then the latest official state highway maps shall be used to determine the correct mileage or if requested by either party, disputes shall be settled by the parties jointly logging the distance in question by use of an agreed to properly calibrated device. When the route is logged, the starting point shall be the closest U.S. Post Office, and the ending point at destination shall be the closest U.S. Post Office to the destination.

The parties agree that if a more accurate method of determining mileage such as, but not limited to, a computer software program is mutually agreed upon by the parties such method may be implemented.

## **ARTICLE 63. OWNER-OPERATORS**

### **Section 1. Owner-operators Fleet Equipment**

It is agreed that the Employer may lease the equipment of a fleet owner; a fleet being defined as three (3) or more tractors and/or tractors and semi-trailers provided the Employer assumes complete control and supervision of such equipment.

### **Section 2. Separate Drivers' Checks**

(a) It is further agreed by and between the parties hereto that in the event the Company leases equipment from individual owners or fleet owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment. It is further agreed that should it become necessary for the Company to hire extra equipment, only Company employees shall be allowed to drive same.

(b) The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

(c) Owner-operators shall receive a weekly driver's check which will be calculated at twenty-two (22%) percent of gross revenue or as otherwise mutually agreed. The employee share of all appropriate payroll taxes (including employee's share of FICA, Medicare and SDI) will be withheld from the driver's check. The Company will be responsible for paying the Employer's share of all payroll taxes and withholdings due to Federal, State and local governments.

Additionally, each owner-operator shall receive a weekly truck check for the remaining percentage of the gross revenue due under Section 4 of this Article, except for deductions due the Company, such as fuel, repairs and cargo damage in accordance with the terms of this Article or COM-Checks.

(d) No sums shall be withheld from an owner-operators wage or truck check for damages, fuel taxes, or extraordinary charges unless the owner-operator has first been given fourteen (14) calendar days



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written notice. If during such fourteen (14) day period, the owner-operator files a grievance or notice of dispute regarding the proposed deduction, no monies shall be withheld until the dispute is resolved.

### **Section 3.**

It is mutually agreed that a fleet owner at no time will be employed as a driver.

### **Section 4. Minimum Rental Rates**

(a) For the purpose of protecting the established driver's rates and established conditions, minimum rental rates for the leasing of equipment owned or leased by an employee shall be determined by negotiations between the parties in each locality, for the equipment used in that locality. At no time will the rental be less than the following:

#### Effective June 1, 1999 through May 31, 2001

Tractors only—sixty-three percent (63%) of gross revenue with no arbitrary or ancillary charges;

Tractor and trailer leased from the Company—sixty-five percent (65%) of gross revenue with no arbitrary or ancillary charges.

Tractors and trailers and/or semi-trailers provided by the owner-operator—sixty-seven percent (67%) of gross revenue with no arbitrary or ancillary charges.

#### Effective June 1, 2001

Tractors only—sixty-four percent (64%) of gross revenue with no arbitrary or ancillary charges;

Tractor and trailer leased from the Company—sixty-six percent (66%) of gross revenue with no arbitrary or ancillary charges.

Tractors and trailers and/or semi-trailers provided by the owner-operator—sixty-eight percent (68%) of gross revenue with no arbitrary or ancillary charges.

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No changes affecting the above percentages shall be made without the approval of the Western Area Automobile Transporters Joint Arbitration Committee.

Gross revenue for the purpose of this Agreement is defined as total tariff proceeds received by the carrier.

Should any rates/rider be negotiated within a Company and a Local Union which another Local Union considers more advantageous to its members, that Local Union can adopt the same.

Owner-operators transporting automobiles and/or trucks shall receive no less than driver's wages plus the following rates on a calendar month basis:

	Per running mile
June 1, 1999 and beyond	48¢

Owner-operators when deadheading with equipment shall be paid the following rates for equipment cost in addition to the driver's wage if ordered to deadhead and the deadhead miles are in excess of fifty percent (50%) of the total miles in any one (1) tour of duty:

	Per mile
June 1, 1999 and beyond	48¢

Owner-operators may, by mutual agreement, agree to deadhead and in such event, the owner-operators shall receive no pay for the equipment, but shall be paid driver's wages, which shall not be deducted from truck earnings.

At the option of the owner-operator, the Employer will deduct a specified amount from the owner-operator's equipment rental for the purpose of establishing vacation accrual which will be payable to the owner-operator upon request, consistent with Article 42 of this Agreement.

### **Frost Law**

(b) Owner-operators shall be paid the following rates for equipment, plus driver's wages, where required to drop off automobiles

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because of the Frost Law where they have to make return trips to deliver full loads:

	Per mile
June 1, 1999 and beyond	48¢

(c) Owner-operators are to receive full percentage rate increase on all increases received by the Employer. Where Company collects in tariff for highway toll tax, owner-operators shall be dispatched over same and shall be reimbursed for same upon producing bona fide receipt.

### Tire Cost

(d) It is mutually agreed, however, that all tire costs on leased tractors, and company-owned trailers and/or semi-trailers operated by owner-operators or fleet-owner, shall be assumed and paid for by the owner-operator or fleet-owner. It is further agreed that owner-operators will not be responsible for worn tires on company trailers leased to the owner-operator due to faulty equipment, as long as the owner-operator has made a legitimate effort to fix the problem, and through no fault of his own, the problem can not be corrected.

### Tire Purchases

(e) The Employer agrees that the owner-operator or fleet-owner may purchase tires through the Company and further agrees to allow to the owner-operator or fleet-owner the same discount as Company receives.

(f) Further provided, that sufficient information shall be shown on each freight or waybill to enable the owner-operator to compute the revenue on the load being transported and that current tariffs shall be available at all times for owner-operator's inspection.

(g) All monies due the owner-operator may be held no longer than a maximum of two (2) weeks, however, if lease is terminated same may be withheld forty-five (45) days. Owner-operators shall not be compelled to buy gas at company pumps but shall be free to buy gas where they desire. Owner-operators shall purchase gasoline in the amounts required by state law in such states.

## **Fuel Surcharge**

(h) The owner-operator will receive in full any applicable surcharge or any other form of rate allowance for fuel authorized by the I.C.C. If such a surcharge is granted by the I.C.C., the carrier must immediately file for appropriate tariff increase to cover the same. On the effective date of the appropriate tariff, same will be paid to owner-operator. If any carrier fails to file for same, he shall be liable to owner-operator immediately.

(i) If an owner-operator is forced to layover more than twenty-four (24) hours to deliver, pick up a backhaul or temporary redomicile, the Company shall pay motel costs and meals subsistence as outlined in Article 60, Section 15 after the first twenty-four (24) hour period. Corporate lodging will be utilized where available. This amount shall not be deducted from the truck earnings.

(j) When alterations (major or minor) to equipment are required to meet manufacturer's standards or when directed by the Company, the Company will pay the full cost of such modifications.

All equipment put under lease after May 31, 1999 shall be painted in accordance with Company requirements.

Owner-operator owned tractors and/or trailers in service prior to May 31, 1999, if required to be painted in order to meet the Company's color scheme, the cost of painting will be shared between the Company and the owner-operator. The Company shall pay the cost of repainting trailers leased from the Company, if required to comply with this paragraph.

## **Section 5.**

(a) The Employer or operating Company hereby agrees to pay: road or mile tax; when routed by the Company—turnpike fees, road tolls and bridge tolls; social security tax; workers' compensation insurance; public liability and property damage insurance; health & welfare contributions as contained in Article 44; pension contributions as contained in Article 45; fees for certificates, permits and travel orders; fines and penalties for inadequate certificates; license

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fees (including trailer license fees for company owned trailers leased to owner-operators); weight tax and wheel tax; and for loss of driving time due to waiting at state lines; also cargo insurance, including cargo insurance for all claims of cargo damage, vandalism, theft or other losses over five hundred (\$500.00) dollars. It is expressly understood that the owner-operator shall pay the tractor license fees in the state in which the title is registered.

Present arrangement with respect to Canadian toll fees and bridge fees on operations through Canada shall remain in effect.

## **Base Plate**

(b) Any increase in the IRP plate over the cost of said plate in 1984 shall be paid by the Company. Increases in the base plate shall continue to be paid as under the 1982-1985 Agreement.

Present practices shall not be reduced but must be continued.

## **Section 6.**

(a) Where a broker pulls a company trailer, the Company shall supply all necessary equipment, except tires, required for the delivery of automobiles or other authorized commodities, pay for trailer license fee, and collision insurance for trailer.

(b) Fines and penalties for over-dimensional equipment violations shall be paid by the Company when Company owns trailers.

(c) Where the Company has agreed to lease Company trailers to owner-operators, the following monthly lease payments shall apply:

For leases entered into before June 1, 2001:

Six Hundred and fifty dollars (\$650.00) per month for a trailer that is less than three (3) calendar years old.

Five Hundred Dollars (\$500.00) per month for a trailer that is over three (3) calendar years old but less than five (5) calendar years old.

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Four Hundred Dollars (\$400.00) per month for a trailer that is over five (5) calendar years old but less than eight (8) calendar years old.

Two Hundred Dollars (\$200.00) per month for a trailer that is over eight (8) calendar years old.

For leases entered into on or after June 1, 2001:

Seven Hundred Dollars (\$700.00) per month for a trailer that is less than three (3) calendar years old.

Five Hundred and Fifty Dollars (\$550.00) per month for a trailer that is over three (3) calendar years old but less than five (5) calendar years old.

Four Hundred and Fifty Dollars (\$450.00) per month for a trailer that is over five (5) calendar years old but less than eight (8) calendar years old.

Two Hundred and Fifty Dollars (\$250.00) per month for a trailer that is over eight (8) calendar years old.

An owner-operator who has a trailer that is over seven (7) calendar years old may request a new trailer. The Company shall order the new trailer, taking into consideration that the Company must order a minimum number of new trailers at a time to make it feasible.

The lease of a trailer must be for a minimum of eighteen (18) months before a change can be made for another trailer.

The owner-operator shall be responsible for all maintenance cost.

## **Section 7.**

Owner-operator percentage rates do not include use of equipment for other than delivery of automobiles or other authorized commodities. Compensation to be negotiated by individual Local Unions for use of equipment other than the delivery of automobiles or other authorized commodities.

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### **Section 8.**

All broker percentages shall be computed on original gross revenue from original carrier; also where carriers helping each other operate out of the same point of origin; provided, however, on all return back-haul loads the basis for determining the percentage of the owner-operator earnings shall not be less than ninety percent (90%) of the original tariff rates covering such movement. Further, provided that this will not apply to traffic moving in joint line and/or interline movement.

### **Section 9. Bobtail Insurance**

Drivers shall be required to provide bobtail insurance where equipment is being used for personal use if the Company consents to such use, but the Company insurance shall prevail where truck is being taken to repair shop or hauling automobiles, trucks or tractors.

### **Section 10.**

(a) The Employer shall not require as a condition of continued employment that an employee purchase truck, tractor and/or tractor and trailer and other vehicular equipment, except that conditions at railheads or local understandings shall be maintained.

(b) If an owner-operator is required by the Employer to buy a new truck, he shall be guaranteed minimum equipment earnings of one thousand two hundred dollars (\$1,200.00) per month for a period of two (2) years. Prior to requiring purchases of equipment the Employer shall notify the owner-operator, in writing. If the owner-operator desires to replace his equipment, the owner-operator shall first consult with the Employer and get instruction in writing. If the Employer does not permit the owner-operator to replace equipment, the Employer shall furnish him with a piece of comparable equipment in line with his seniority.

(c) Should the Employer cancel the lease of any owner-operator for other than a dischargeable offence, under the terms of Article 47, the Employer shall within thirty (30) days thereafter assist in selling the equipment at fair market value or purchase said equipment at fair market value.

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An owner-operator found guilty of putting equipment down without cause or refusing to abide by reasonable codes of upkeep may be subjected to discipline up to and including discharge.

Where an Employer operates or opens a new operation or terminal using only brokers/owner-operators covered by this Agreement, which does not affect in whole or in part employees in any other terminal of an Employer party to this Agreement, the Employer shall provide the employees who are entitled to follow their work to the terminal with such financial assistance as is necessary to purchase their equipment.

### **Section 11.**

Employers utilizing owner-operators, who are able to obtain backhaul traffic, shall sit down with the affected Local Union or Unions and negotiate the percentage rate to be paid on the backhaul traffic. If mutually agreed, same may be put into effect immediately pending filing of said agreement with the negotiating committee for approval. However, the negotiated reduced rates shall not be used for competitive factors against motor carriers in the same immediate area.

### **Section 12. Cargo Damage**

The owner-operator will be responsible for all cargo damage claims subject to the conditions listed below:

(a) Non-hidden damages shall not be deducted from an owner-operator's check if the delivery receipt has been signed by the dealer representative showing no exceptions.

(b) Hidden damages may be deducted only if the dealer reports such damage to the Company within seventy-two (72) hours, and the driver is given a detailed written notice of the specific damage claimed within four (4) days of delivery.

(c) In the event of a dispute regarding whether the damage is the driver's responsibility or a dispute regarding the amount charged for the damage, the Company shall not deduct any funds from the



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owner-operator until the issue has been adjudicated through the grievance procedure.

(d) All claims of cargo damage, vandalism, theft or other losses over five hundred (\$500.00) dollars shall be covered by the Company insurance.

## **Section 13.**

It is understood that no unauthorized deductions will be made from the owner-operator's check unless specifically authorized by the NMATA, Western Area Supplement, Federal or State law or a court of competent jurisdiction.

## **Section 14. Employee Owner-Drivers**

The above sections are hereby incorporated herein, except as otherwise, by mutual agreement of the parties, modified, added to or deleted by the provisions set forth below for new leases executed with employee owner-drivers after June 1, 2011:

### **A. Introduction**

The Company expressly reserves the right to control the manner, means and details of, and by which the employee owner-driver performs his services, the ends to be accomplished and the right to determine, when and where employee owner-drivers will be utilized. At the point in time when an employee owner-driver position is open, the Company will offer the position to the drivers on the active seniority roster (in order of seniority). The need for additional drivers at existing terminals will be handled first by recalling drivers on layoff under the existing contractual provisions.

The Company acknowledges that, notwithstanding any provision to the contrary in this Agreement or any other current or future agreement relating to employee owner-drivers, (including applicable lease agreements), employee owner-drivers are and shall remain "employees" within the meaning of Section 2(3) of the National Labor Relations Act as amended ("NLRA"). The characterization of employee owner-drivers as "employees" within the meaning of Section 2(3) of the NLRA shall be expressly incor-

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porated in all agreements (including lease agreements) between the Company and the employee owner-driver. Should any issue arise in any administrative or other legal proceeding regarding such status of its employee owner-drivers, the Company will affirmatively take the position in such proceeding that its employee owner-drivers are employees within the meaning of Section 2(3) of the NLRA.

### **B. Driver Complement**

Only drivers ready, willing and able to commence work immediately will be considered for employee owner-driver positions. Employees will be allowed a maximum of thirty (30) days to locate equipment and submit specifications that meet company requirements. Upon approval, the employee shall have a maximum of thirty (30) days to secure financing, complete acquisition, and put the equipment in service (or a longer period for new equipment based on manufacturer's delivery time). A company driver on the active seniority roster who becomes an employee owner-driver will be allowed to continue working as a company driver until his equipment is ready to be placed in service as outlined above.

### **C. Gross revenue and minimum rental rates**

Gross revenue for the purpose of this provision is defined as total tariff proceeds received by the carrier. There shall be no further reduction for arbitrary or ancillary charges.

The remaining revenue (employee owner-driver share) shall be paid as follows:

Effective June 1, 2011

The employee owner-driver providing a complete tractor and trailer will receive sixty-six percent (66%) of gross revenue; provided, however, that reduced rates shall not be used for competitive purposes against other auto transport carriers covered by the NMATA in the same immediate area.

Sufficient information shall be made available to enable the employee owner-driver to compute the revenue on the load being

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transported and current tariffs shall be available at all times for employee owner-driver's inspection.

Employee owner-drivers shall receive a weekly driver's check which will be calculated at twenty (20%) percent of employee owner-driver revenue. The employee share of all appropriate payroll taxes (including employee's share of FICA, Medicare and SDI) will be withheld from the driver's check. The Company will be responsible for paying the Employer's share of all payroll taxes and withholdings due to Federal, State and local governments.

Additionally, each employee owner-driver shall receive a weekly truck check for the remaining percentage of the gross revenue due under this section, except for deductions due the Company.

Employee owner-drivers shall be liable for the cost of the license plate on tractors and trailers leased to the Company.

### **D. Cargo Damage**

The employee owner-driver shall be responsible for all claims of cargo damage up to one thousand five hundred (\$1,500.00) dollars per annum based on a contract year. The amount for new hires will be prorated based upon date of hire.

The Employer hereby agrees to pay for all claims of cargo damage over one thousand five hundred (\$1,500.00) dollars per annum.

### **E. Dispatch**

For mixed barns (combination of company drivers and employee owner-drivers)—At their home terminal, employee owner-drivers will pick trips from the open road board only (or open road trips from the board if there is no separate open road board).

For newly opened terminals staffed entirely by employee owner-drivers—the dispatch procedure will be first in first out.

### **F. Purchase**

The Company will take back equipment that is purchased by the employee owner-driver after June 1, 2011 through Company-spon-

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sored financing programs if it is turned in by the employee owner-driver and will assume financial responsibility for the balance of indebtedness (excluding any past due truck payments) incurred by the employee owner-driver in connection with the original purchase.

## **ARTICLE 64. SLEEPER CAB**

### **Section 1. Sleeper Cab Agreement Limitation, Protection of Single Driver Runs**

(a) There shall be an unusual overflow of freight only when all of the active drivers at that terminal are working or scheduled for work on that day's dispatch.

(b) There shall be no deliberate runaround payment as a subterfuge for running around a single driver.

#### **Mileage**

(c) There shall be no two (2) driver operation on runs of less than five hundred (500) outbound miles unless otherwise agreed in the future. Within the five hundred (500) outbound mile limitation, the drivers shall be permitted to drop or pick up vehicles, provided the route is not a circuitous route.

#### **Definition**

(d) A sleeper cab trip is exactly as is defined in Section 1(a), (b) and (c) of this Article. During such sleeper cab trip there may be a pick up or drop of vehicles as permitted under this Supplemental Agreement.

Sleepers will be treated the same as foreign terminal single driver operation for the purpose of backhaul.

#### **Mutual Agreement**

(e) The above may be changed by mutual agreement, taking past practice into consideration, subject to approval of the Joint Western Area Automobile Transporters Committee. Disputes regarding loss-

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es or gains in sleeper operations will be submitted to the Western Area Committee for assignment of work and manpower transfers.

### **(f) Employer Operation Changes-Seniority Determination.**

#### **(1) Employer Rights and Responsibilities**

a. The Employer shall have the right to create a sleeper operation and to determine the domicile of and number of sleeper units to be utilized, including the right to change the domicile and number of sleeper units utilized.

b. The Employer shall identify the terminals where the sleeper equipment will be domiciled.

c. The Employer shall provide the Western Area of Teamsters and each involved Local Union with the number of sleeper units to be domiciled at the sleeper domicile terminals.

1. This number can change from time to time.

2. The Employer shall provide reasonable advance notice of the movement, addition and elimination of sleeper units at affected terminals.

#### **(2) Western Area Committee Authority**

In considering an operational change, the Western Area Committee shall have the following authority:

a. Extend the seven (7) year layoff period found in Article 5, Section 3 of the National Master Agreement in the event the change occurs toward the end of such seven (7)-year period; and

b. The authority to order the redomicile of affected employees because of the Employer's decision to redomicile sleeper equipment and/or operations; and,

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c. The authority to determine questions of the application of seniority of employees should the Western Area Committee order a redomicile of employees under this Article and/or Article 5 of the National Master Agreement.

d. The authority to determine, where applicable, the protection of singleman drivers that may be affected by the use of sleeper cabs over established singleman operations.

### **Section 2. Hours of Dispatch (Home Terminal)**

Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report for work between the hours of 7 p.m. and 7 a.m.; and provided further, that the drivers who are off duty in the home terminal before 5 p.m. on Saturday who are called to work prior to 12 midnight Sunday, shall be given not less than six (6) hours' notice when ordered to report for duty. Above schedule may be changed only by mutual agreement between the Local Union and the Employer.

Within ninety (90) days after a written request by a Local Union, the Employer and the Union will work out reasonable procedures for the drivers to call the Employer between 7 a.m. and 4 p.m. in an attempt to establish approximate call times.

The notification required by this Section shall state an approximate time of departure with a two (2)-hour leeway. After having been so notified, one (1) notification to change or cancel the departure time may be given, except when an emergency exists, in which event a notification of the cancellation may be given. After the emergency passes, normal dispatch procedure shall be resumed. In the event a notified team, not properly canceled, reports as notified and is not dispatched, the drivers shall each receive six (6) hours' calling time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provision of the contract and shall not be employed as a subterfuge to avoid the intent of such provisions. The mentioned six (6) hours' notice on weekends shall not be in addition to the ten (10)-hour provision.

## **Article 64**

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run can be called up to 12 o'clock midnight. If by midnight such first (1st) team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board. No driver teams may be separated for the purpose of such trips, except in case of illness. Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours' rest to which such trip is offered, shall be required to take the trip if no other teams above it take the trip.

### **Section 3. General Dispatch Rules**

(a) General dispatch rules shall be negotiated by the Company and the Local Union subject to the approval of the Western Area Joint Committee.

#### **Equipment Out of Service**

(b) In the event that the truck is out of service at a break point or home terminal because of major repairs requiring the equipment to be out of service twenty-four (24) hours or longer, the drivers affected shall be afforded earning opportunity or go on breakdown pay as set forth in this Agreement. If such out-of-service delay occurs at a layover point the driver shall receive the breakdown pay in addition to all layover pay to which he would be entitled.

### **Section 4. Runaround Penalty**

Time lost when a team of drivers is not dispatched in proper order under agreed upon dispatching rules between the Employer and the Local Union shall be paid at the hourly rate from the time they should have been dispatched until actual time of departure, provided such time lost is through the fault of the Employer. Such pay shall not be in excess of the amount lost because of such runaround.

### **Section 5. Driver Teams**

Once driver teams are established it is understood that they are not to be separated unless mutually agreed by the Employer and the Union, except in case of emergency or reduction in force. Only

## Article 64

two (2) drivers shall be permitted in sleeper cab equipment at any one (1) time except in case of emergency, an Act of God, or when new type equipment is put into operation. In no event shall a master driver be in the cab in addition to the two (2) regular drivers for more than three hundred (300) miles and then only if requested by a majority of the regular drivers or by agreement of the team involved.

### Section 6. Facilities Provided

(a) Bedding and fresh linens for sleeper cabs shall be furnished and maintained by the Employer in a clean and sanitary condition. Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.

(b) When ordering new sleeper cab equipment, the Employer shall specify the following minimum dimensions for the sleeper berths:

Length	78"
Width	34"
Height	24"

(c) In addition to the air-ride or air-suspension seats required by Article 30, Section 4, sleeper cabs shall be equipped with a second comfortable truck seat which is secured to the floor.

(d) All new sleeper equipment must be provided with air-conditioning or a mechanical cooling system and heating appliances.

(e) In the event of mechanical failure of such air-conditioning and heating appliances, repairs shall be made at the point of breakdown if proper facilities are available. The breakdown time for air-conditioning is to be applied as follows: the drivers will not be paid for down time en route while getting air-conditioning fixed, but will get paid for heating appliances. In any event drivers will be paid under the away-from-home terminal breakdown clause at point of destination for such repairs.



## **Article 64**

### **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
6-01-22	74.206¢
6-01-23	77.916¢
6-01-24	81.033¢

#### **For Double Bottoms:**

Effective	Per Mile
6-01-22	75.038¢
6-01-23	78.790¢
6-01-24	81.942¢

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

Effective	Per Mile
6-01-22	76.702¢
6-01-23	80.537¢
6-01-24	83.758¢

On June 1, 2023, June 1, 2024, and June 1, 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.

#### **Subsistence Allowance**

(b) Each employee shall be allowed subsistence at the amount of \$10.00, for each twenty-four (24) hours or portion thereof.

(c) Comfortable, sanitary lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from home terminal provided bona fide receipt is

## Article 64

given to Employer by employee. Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon.

The Employer shall promptly reimburse the driver at the completion of his trip for all bona fide lodging receipts submitted to the authorized Company personnel on duty.

The Employer and Union may negotiate a per diem for lodging subject to the superintending control of the Western Area Committee.

There shall be separate rooms for sleeper drivers on layover if requested.

### 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
6-01-22	\$28.35
6-01-23	\$29.77
6-01-24	\$30.96

On June 1, 2023, June 1, 2024, and June 1, 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.

#### Non-paid Items

(b) There shall be no allowance for time spent taking fuel and oil en route between terminals or the normal time in making up bunks in the sleeper cab or preparing logs or pay reports. Flagrant abuse of this Section shall constitute a violation of this Section and shall be subject to grievance procedure of Article 7 of the National Master Agreement.

## **Article 64**

### **Terminal Delay**

(c) The regular hourly rate of pay shall apply for each driver for the time spent after drivers report for duty in response to a call by the Employer and until the time drivers depart on a run. Likewise, the same shall prevail for drivers for time spent after arrival at destination until drivers are effectively released from duty.

### **Solo Driving**

(d) There shall be no solo driving permitted in sleeper cab operations, except in cases of emergency. In case of emergency where one (1) driver is used to complete a sleeper cab trip, the driver so used shall receive the full mileage rate of pay per unit mile traveled in addition to all other compensation provided for herein. In cases of emergency solo of such length that a rest period is necessary, the driver, in addition, shall be provided the cost of lodging for such rest period.

Sleeper power equipment shall not be used in single-driver line or local operations to defeat the purpose of the sleeper cab provision of this Agreement. The Employer shall not be prohibited from using sleeper cab power equipment in single-driver operations where it does not interfere with regular sleeper cab operations or create excess layover time for sleeper drivers.

### **Mutual Agreement**

The above may be changed by mutual agreement, taking past practice into consideration, subject to approval of the Joint Western Area Automobile Transporters Committee.

### **Section 9. Layover Pay**

In the event a driver is required to take a rest period during any one (1) round trip, away from his home terminal, the driver shall be compensated for layover time as follows:

(a) For the first twelve (12) hours of each layover period after the run ends, the driver receives no pay;

For the next eight (8) hours, beginning with the start of the thirteenth (13th) hour after arrival at the layover point, driver will be

## **Article 64**

paid at the regular hourly rate, with a minimum guarantee of two (2) hours if the driver is not dispatched at the beginning of the thirteenth (13th) hour;

For the next twelve (12) hours, the driver receives no pay;

For the next eight (8) hours, the driver is paid at the applicable regular hourly rate; and is paid on the same basis for each twenty (20) hours of continuing layover.

### **Abuse of Free Time**

(b) Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this contract.

### **Section 10. Layover Points**

The layover provisions in this Agreement shall apply at only one (1) away-from-home terminal, and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid at the full hourly rate to each employee. The layover provision of this Agreement is to be applicable at such away-from-home terminal the first (1st) time reached on a round trip away from the home terminal and such layover point shall be designated on the driver's original orders prior to dispatch from point of origin and shall remain the same whether or not the drivers touch that point.

Upon the second or subsequent arrival at such away-from-home terminal prior to return to the home terminal, all time shall be paid to both drivers and the layover provision shall not apply. It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8) hour rest period.

### **Section 11. Off Duty at Layover Point**

When a sleeper team arrives at a layover point and a return load develops within one and one-half (1 1/2) hours, they shall receive no pay for that one and one-half (1 1/2) hours provided the Company furnishes clean, comfortable and sanitary facilities with show-

## **Article 64**

ers. If the team is relieved of duty upon arrival and signs for eight (8) hours off and then is recalled within four (4) hours, the team shall be compensated for all time spent.

The layover provisions in this Agreement shall apply at only one (1) away-from-home terminal, and all time spent at all other points touched on a round trip from the home terminal, exclusive of meal time, is to be paid for at the full hourly rate to each employee.

The away-from-home terminal shall be the first (1st) point reached on the trip. If the Company elects not to use that point as the away-from-home terminal at which the layover clause is to be applied, then the Company must designate the away-from-home terminal before the drivers leave that point at which the layover clause is to be applied.

Upon the second (2nd) and subsequent arrival at such away-from-home terminal, prior to return to the home terminal, all time shall be paid for to both employees, and the layover provision shall not apply. It shall not be considered a violation of the layover clause for a driver to take less than a statutory eight (8)-hour rest period.

### **Section 12. Time Off at Home Terminal**

The Employer shall provide in his dispatch rules and/or procedures, twenty-four (24) hours off at the home terminal at least once a week unless otherwise agreed.

### **Section 13. Moving Expenses**

The Company agrees to pay normal moving expenses (packing and transportation) for the employees successfully bidding for these transfers.

### **Section 14. Shopped Equipment**

Local Dispatch Rules will apply.

### **Section 15.**

Upon the written request of any involved Local Union and/or the Company, the Western Joint Area Committee shall convene a meeting with the parties in attendance, which meeting shall be held as soon as possible after the request but not to exceed sixty (60) days from the request.

**Section 16. Future Operations**

If commodities other than vehicles are transported by carriers signatory to this Agreement, the Union reserves the right to negotiate a rate of pay for such operation prior to such commodity being transported by such carriers.

**ARTICLE 65.  
EQUIPMENT AND ACCIDENT REPORTS**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision, or failure to meet all requirements of local, state and federal laws shall subject such employee to disciplinary action by the Employer.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee and one (1) copy to be placed in the truck for inspection by the next driver operating such unit. Such copy will remain in the truck as required by the Department of Transportation.

The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department. When the occasion arises where an employee gives a written report on forms in use by the Employer of a vehicle being in an unsafe operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who take the matter up with the Employer.

The Employer shall install heaters and defrosters on all trucks and tractors, except where climatic conditions make this unnecessary.

Adverse road conditions should be considered when determining responsibility for cargo damage.

## **Article 66**

### **ARTICLE 66. DEALER ADDRESSES**

-Whenever possible the Employer shall furnish destination and street address, including telephone number, of all dealers where the driver has to drop or pick up and the Employer shall also furnish all information pertaining to truck routes in any city it is applicable.

### **ARTICLE 67. UNSAFE EQUIPMENT**

The Employer shall not require employees to take any vehicle out on the streets or highways that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement when employees refuse to operate such equipment unless such refusal is unjustified. All equipment which is refused because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint.

The Employer will make every effort to resolve the safety problems from loading unenclosed vehicles on top ramps. If the problem is not resolved it shall be submitted to the grievance procedure.

### **ARTICLE 68. TERMINATION CLAUSE**

The term of the Supplemental Agreement is subject to and controlled by all the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of 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:**

**TEAMSTERS NATIONAL AUTOMOBILE  
TRANSPORTERS INDUSTRY  
NEGOTIATING COMMITTEE**

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

**Rank and File:**

Kevin Lauersdorf,	Frank Martinez
McKinley Archie	Brian Mann
Dave Trigona	Eric Wilson
Don Cooper	

**FOR THE EMPLOYERS:**

James D. Osmer, Chairperson  
Kenneth W. Zatkoff, Co-Chairperson  
  
Greg May, Jack Cooper Transport Company  
Craig Irwin, Jack Cooper Transport Company  
Terry Brennan, Jack Cooper Transport Company

## **PART III—DRIVEAWAY**

### **ARTICLE 53. SCOPE OF AGREEMENT**

#### **Section 1. Operations Covered**

The execution of this Agreement on the part of the Employer shall cover all driveaway operations, within, into and out of the states of California, Washington, Oregon, Nevada, New Mexico, Arizona, Montana, Idaho, Utah, Colorado, and Wyoming.

#### **Section 2. Employees Covered**

Employees covered by this Agreement shall include but not be limited to, driveaway drivers and such other employees as may be presently and hereafter represented within the jurisdiction of the Local Union.

### **ARTICLE 54. DEFINITIONS**

The following definitions shall be applicable to the defined terms wherever used in this Agreement.

#### **Country Driveaway Operations**

(a) A Country Driveaway Operation is one in which drivers transport vehicles under their own power, or under the power of one of the transported vehicles fifty (50) miles or over from the home terminal. Country Driveaway Operations are of two (2) kinds, namely, “turnaround” or “long line”:

(1) A “turnaround” operation is one in which the driver returns to the home terminal at the end of each day or shift for the rest period;

(2) A “long-line” operation is one in which driver is required to take a rest period away from the home terminal.

## **Article 54**

### **Local Driveaway Operations**

(b) A Local Driveaway Operation is one in which driver transports vehicles under their own power or under the power of one of the transported vehicles within a radius of fifty (50) miles from the home terminal.

### **Driveaway Drivers**

(c) A Driveaway Driver transports vehicles in local and country driveaway operations as outlined in “a” and “b” above and the Country Driveaway Operations Supplement to this Agreement.

### **Motorcycle Drivers**

(d) A Motorcycle Driver operates a motorcycle or motorcycle and side car used to return driveaway drivers to the Employer’s yard. Not more than three (3) drivers may be transported at any one (1) time.

### **Deadheading**

(e) Deadheading shall mean traveling without driving duties to perform in connection with local and country driveaway operations.

### **Rest Period**

(f) Rest periods shall consist of a minimum of consecutive hours as set forth by the DOT (in each twenty-four hour period) during which time the driver is released from all duty.

## **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

## **Article 55**

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.

### **(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 will 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**

(a) Intent and application of “delay time” in driveaway operations is as follows:

(1) When drivers are delayed through no fault of their own such as weather conditions, waiting over weekends and/or holidays, impassible highways or breakdowns, or unnecessary delays at terminals or destinations to include delays at Canadian or Mexican borders, they shall first (1st) notify the terminal of dispatch or second (2nd) their home terminal by phone of such conditions for

## Article 56

instructions, except in case of emergency. After such notification, the driver is to be paid at the appropriate rate of pay per hour during the delay; provided, however, that in no case shall any employee be paid more than eight (8) hours out of every twenty-four (24) hour period except where an employee is required to remain with the equipment, or except on employee's first (1st) tour of duty which contemplates a ten (10) hour driving period as well as all time lost due to delays as a result of overloads or certificate violation involving federal, state or city regulations, which occur through no fault of the driver, the driver shall be paid for all time while delayed.

(2) When a driver breaks down on a trip, he/she shall receive the difference between hours he/she actually drove on the day, and ten (10) hours (i.e. the balance of ten (10) hours) whether the breakdown occurs on the first (1st) day of that leg of the trip or on a subsequent day. Thereafter, the driver shall be paid eight (8) hours for every twenty-four (24) hours that pass until the truck is repaired. This application would also be used if the driver experiences another breakdown on second, third, or subsequent legs of the trip.

(3) The ten (10) hour application shall also be utilized in the event a driver encounters impassible highways.

(4) The drivers will also be paid the appropriate subsistence/hotels during each DOT required rest period.

(5) If after the driver's DOT statutory rest the truck is still down and unable to roll, the driver shall receive eight (8) hours' pay from that time until the driver is able to continue on the trip, which means the driver would then start drawing eight (8) hours' pay out of each twenty-four (24)-hour period from the time the driver is relieved from duty at the end of the statutory rest period of eight (8) hours until the driver is able to continue on the trip.

(For example: The driver goes on duty at 8 a.m. and breaks down at 1 p.m. without earning the equivalent of ten (10) hours' pay. The driver is paid the ten (10)-hour minimum which covers the driver until 6 p.m. The driver goes on statutory layover at 6 p.m. until 2 a.m. The driver goes on the clock at 2 a.m. until 10 a.m. at which time the

## **Article 56**

driver goes off duty the second (2nd) time and is then paid eight (8) hours out of each twenty-four (24) that driver is broken down).

(b) On such delays starting with the eighteenth (18th) hour after breakdown, the driver shall be allowed a meal and additional meals every fourth (4th) hour thereafter, not to exceed three (3) meals in a twenty-four (24)-hour period. Maximum meal allowance shall be ten dollars (\$10.00) per meal effective April 2, 2017. Effective September 1, 2018, meal allowance shall be increased to twelve dollars (\$12.00) per meal. Receipts for reimbursement shall be furnished to the Employer.

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

(d) Effective upon ratification of this Agreement, driveaway drivers will be paid fifteen (15) minutes for each required fueling. All compensated fuel stops must be properly logged and documented on driver check-in sheets with all fuel receipts attached. If D.E.F. additive is not located at the fueling station, then upon submission of a valid receipt, drivers will be paid an additional \$3.00 for each time required to add D.E.F. to the fuel of the drive truck.

(e) Drivers will be paid fifteen (15) minutes for crossing into Canada and fifteen (15) minutes for crossing into the United States.

(f) 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.

## **ARTICLE 57. SUBSISTENCE**

Comfortable, clean, and sanitary lodging with adequate truck parking and with an eating establishment within reasonable distance

## **Article 57**

from the lodging shall be provided by the Employer in all cases where an employee is required to take a statutory rest period away from his/her home terminal provided bona fide receipt is given to the Employer by employee. The Employer has the right to designate or provide suitable places of lodging to be mutually agreed upon. Effective April 2, 2017, subsistence pay of \$37.00 per day shall be paid when Corporate Lodging is not available. Effective September 1, 2018, subsistence pay shall be increased to \$40.00 per day when Corporate Lodging is not available.

Should employee(s) through the Union or independently consider a Corporate Lodging Consultants facility to be inadequate, the employee will write out the complaint on forms supplied by the employer(s).

The Employer and Union may negotiate a per diem for lodging subject to the superintending control of the Western Area Committee.

## **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 the driver is delayed in arriving when comparing

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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.



## **Article 58**

Ground Transportation allowance for driveaway drivers shall be:

5-22-95

\$12.50

The Employer will pay a penalty of six (6) 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 workweek 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 7-day workweek from his/her home terminal and who is in a backhaul situation during that workweek 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 workweek from his/her home terminal and takes multiple trips out of his/her home domicile during that workweek can elect to return to his/her home domicile after logging at least 63 hours of compensated time for 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

## **Article 58**

therein fall under the Pool Agreement, will still be eligible for the three days off provided for under the Pool Agreement.

### **Section 2. Return of Equipment**

Where driver is required to use towbar or saddle equipment in making delivery, such towbar or saddle equipment shall be returned as baggage on driver's return fare ticket, but it shall be the Employer's responsibility to move such towbars or saddle equipment from the bus or railway station to Employer's premises.

### **Section 3.**

#### **(a) Decking Tools**

The Company shall provide the necessary and proper tools used in decking and undocking hookups at the Employer's terminal. Tools will include an air operated impact wrench at the Employer's terminal.

#### **(b) Undocking**

The Company agrees to implement a Driver Hoist Complaint program. Drivers will be issued Complaint forms which shall be supplied by the Company. In so far as the Company and Union have a mutual interest in lowering the number of employee injuries associated with undocking hoists, the Company agrees to engage with its customers in an effort to correct problems reported.

#### **(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.

### **Section 4. Dealer Pickup**

The parties recognize that all vehicles released to the carrier shall be stored, parked, loaded and released by bargaining unit employees.

**Article 59**

**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:

	6/1/22	6/1/23	6/1/24
Single	63.823¢	66.376¢	69.031¢
2-Way	64.001¢	66.561¢	69.223¢
3-Way	65.299¢	67.911¢	70.627¢
4-Way	65.890¢	68.526¢	71.267¢
5-Way	67.067¢	69.750¢	72.540¢

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:

	6/1/22	6/1/23	6/1/24
Single	58.306¢	60.638¢	63.064¢
2-Way	58.483¢	60.822¢	63.255¢
3-Way	59.190¢	61.558¢	64.020¢
4-Way	60.369¢	62.784¢	65.295¢
5-Way	61.548¢	64.010¢	66.570¢

On June 1, 2023, June 1, 2024 and June 1, 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.

**(b) Rates of Pay for Slow Moving Vehicles**

Slow moving vehicles' trips shall be paid no less than three cents (3¢) per mile additionally. Slow moving vehicles are vehicles moving less than forty-five (45) miles per hour, based on manufacturer's specifications.

**Section 2. New Business**

The Employers and Local Unions agree in an effort to secure additional driveaway traffic previously unavailable to the bargaining unit the following "New Business" concept:

(a) "New business" may include but not be limited to off rail traffic, secondary market traffic, or traffic secured from a non-NMATA Employer or entity provided it has not been handled by a NMATA employer or entity for one (1) year. "New business" shall not include traffic that has been handled by any NMATA Employer during the term of this Agreement.

(b) Prior to implementation of any "new business" haul(s) pursuant to this Section 2, the Employer(s) shall meet with the Local Union(s) affected and provide such specific information to the involved Local Union(s) regarding the nature and details of its contract with the shipper as is necessary to establish that the traffic is to be considered "new business" within the meaning of this Article and is permanent.

(c) Any new business that is obtained by the Employer will be forty-eight and one half cents (48.5¢) for all miles and shall receive negotiated increases for the term of this Agreement. New business will include any business that the Employer obtains after April 2, 2017.

(d) Disputes arising under this Section 2 are subject to the National Automobile Transporters Joint Arbitration Committee irrespective of Article 7, Section 9(a) and 13. If such Committee is deadlocked on any dispute raised, the "new business" provisions of said traffic granted by this Section 2 shall become null and void and the traffic in question shall revert to the established full applicable mileage rates for said terminal.

## **Article 59**

### **Section 3. Hourly Rates**

Effective	Rates to be Paid
6-01-22	\$26.63
6-01-23	\$27.70
6-01-24	\$28.81

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

On June 1, 2023, June 1, 2024 and June 1, 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 12:00 Noon 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 5/31/22 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 6. Overtime After 8 Hours**

When a local driveaway driver is required to remain on duty in excess of eight (8) hours in any one (1) day, all such time in excess of eight (8) hours shall be considered overtime, and shall be paid for at one and one-half (1 1/2) times the rate of pay applicable to such excess on-duty time.

**Section 7. Off-duty Time**

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

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.

**Section 8. Supplemental Drivers**

When an Employer utilizes any nonseniority supplemental driver(s) thirty (30) or more tours of duty in any ninety (90) consecutive day period, such Employer may be required to add one (1) additional driver to the seniority roster. Each driver so added shall be subject to the probationary period as provided in Article 3, Section 2, and such period shall begin with the first (1st) trip he pulls after being added to the board. Such supplemental drivers, so utilized, shall be given consideration when adding additional employees.

**ARTICLE 60.  
SENIORITY**

**Section 1. Seniority**

Seniority shall be broken only by discharge, voluntary quit, non-disability retirement, unauthorized absence for reasons other than provid-

## **Article 60**

ed for in Article 37 in excess of ninety (90) days, or more than a seven (7) year layoff or as provided elsewhere in this Agreement. In the event of a layoff, an employee so laid off shall be given two (2) weeks' notice of recall (copy to Local Union) by certified mail to the employee's last known address; however, the employee must respond to such notice within three (3) days after receipt thereof and report to work within a maximum of two (2) weeks. The three (3) day response shall only be waived if the employee is out of town and has notified the Employer.

In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement.

Terminal seniority, as measured by length of service at such terminal, shall prevail, except in those instances where the Employer, the Unions involved, and the Joint Western Area Automobile Transporters Committee agree to the contrary.

## **Section 2. Layoffs and Rehiring**

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first, and when the force is again increased, the employees are to be returned to work in the reverse order in which they were laid off. The Employer shall send a copy of the employee's notice of layoff to the Union.

## **Section 3. Seniority Lists**

Within thirty (30) days after the signing of this Supplemental Agreement, the Employer shall post in a conspicuous place at each home terminal, and shall mail to the Union, a list of the regular employees covered by this Supplemental Agreement arranged according to their seniority. The above list shall be kept current and shall also contain the social security number of the employees listed. Protest to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears and if no protests are made in a timely fashion, the dates and positions as posted shall be deemed correct. Any such protest which is made in a timely fashion may be submitted to the grievance procedure.

**Section 4.**

When any employee is required through no fault of his own to change residence in order to follow employment, the Employer shall move the employee or pay his moving expenses. This shall not apply to moves within the fifty (50)-mile radius. The Employer shall not be responsible for moving or moving expenses if employee changes his residence as a result of voluntary transfer.

**Section 5. Line Operations Only**

The Union reserves the right to cut the road seniority board when the average weekly earnings fall to three hundred twenty-five dollars (\$325.00) or less. This is not to be construed as imposing a limitation on earnings. After the Union notifies the Employer verbally to cut the board and the Employer refuses to do so, the Union shall immediately submit its request again, in writing, to the Employer. If the Employer still refuses to cut the board after receiving the written request, then his refusal to do so shall be considered a grievance to be handled in accordance with the grievance procedure set forth in this Agreement. After the Local Joint Committee or the Joint Area Committee renders a decision favorable to the Union, if the Employer still refuses to cut the board then in such case the Union shall have the right to strike notwithstanding any provisions in this Agreement to the contrary, and the Employer shall be obligated to pay all employees under this Agreement for all time lost.

In determining whether average weekly earnings will fall to three hundred twenty-five dollars (\$325.00) or less, only the earnings of the lower twenty-five percent (25%) of the drivers on the seniority board counting from the bottom up, shall be considered. The average shall be calculated for the thirty (30)-day period preceding the Union's original request. After such calculation is made, the average earnings of the drivers for the top seventy-five percent (75%) of the seniority board must also average more than three hundred twenty-five dollars (\$325.00) per week, or layoff shall be made in accordance with seniority. The above provisions shall also apply to extra board for sleeper drivers exclusively.



## **Article 61**

### **ARTICLE 61. MEAL PERIOD**

Drivers shall, except by mutual agreement, be allowed one (1) continuous hour for meals, but in no event less than thirty (30) minutes, nor more than one (1) hour in each ten (10)-hour period.

No driver shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. Meal periods shall not be compulsory at terminals where the driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

### **ARTICLE 62. MILEAGE DETERMINATION**

In case of a dispute over mileage, same shall be computed over the route traveled by the official Household Goods Carriers Mileage Guide. When the Household Goods Carriers Mileage Guide is not current or such Guide is challenged by the Union, then the latest official state highway maps shall be used to determine the correct mileage or if requested by either party, disputes shall be settled by the parties jointly logging the distance in question by use of an agreed to properly calibrated device. When the route is logged, the starting point shall be the closest U.S. Post Office, and the ending point shall be the closest U.S. Post Office to the destination.

The parties agree that if a more accurate method of determining mileage such as, but not limited to, a computer software program is mutually agreed upon by the parties such method may be implemented.

## **ARTICLE 63.**

### **EQUIPMENT, ACCIDENTS, REPORTS**

#### **Section 1.**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the Employer, the employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee and one (1) copy to be placed in the truck for inspection by the next driver operating such unit. Such copy will remain in the truck as required by the Department of Transportation.

The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises that an employee gives a written report on forms in use by the Employer of a vehicle being in an unsafe operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who take the matter up with the Employer.

#### **Section 2. Cooperation to eliminate workplace injuries**

The Union and the Employer agree to provide their full cooperation and assistance to each other in support of efforts to eliminate workplace injuries. Reporting a work-related injury or illness is a core employee right. Any work-related injury or illness shall be reported in accordance with Article 10, Section 1 of the National Agreement

## **Article 63**

in order to assist the Employer in eliminating or reducing workplace hazards and preventing the occurrence of injuries. Furthermore, the parties agree to work together to develop initiatives and

strategies to reduce the occurrence of occupational accidents and injuries. This shall include developing joint committees to periodically analyze and identify problem areas and solutions in accordance with the provisions of Article 30, Sections 1 and 2 of the National Agreement.

### **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 5% 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 5% and 8%, 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**

The term of the Supplemental Agreement is subject to and controlled by all the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of 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:**

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:**

James D. Osmer, Chairperson  
Kenneth W. Zatkoff, Co-Chairperson  
  
Bruce Jackson, Active USA, Inc.  
Chris Anderson, Active USA, Inc.



## PART IV—OFFICE

### ARTICLE 53. SCOPE OF AGREEMENT

#### Section 1. Employees Covered

(a) The execution of this Agreement on the part of the Employer shall cover office and clerical employees employed by the Employer; excluding, however, the classifications set forth immediately below.

#### Excluded Employees

(b) The following classifications of employees are specifically excluded from the coverage of this Agreement:

(1) Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended;

(2) Employees already covered by an existing union contract;

(3) Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend upon mere title.

#### Section 2. Competitive Equity

In the event Employers who are not parties to this Agreement should engage in operations requiring clerical services, which affect local drayage or cartage services of freight pick-up and delivery services, the Union representing the employees of such Employer in the respective bargaining unit shall, to the extent it may do so lawfully and within such periods of time as it may deem feasible, bring into effect all of the provisions, conditions and wages of this Part IV—Office Agreement.



## **Article 53**

In the event an Employer, party to this Agreement, may require the service of employees coming under the jurisdiction of this Agreement in a manner and under conditions not provided for in this Agreement, then and in such instance the Local Union and the Employer concerned may negotiate such matters or such specific purposes, subject to the approval of the Joint Western Area Automobile Transporters Committee.

## **ARTICLE 54. WORK ASSIGNMENTS**

The Employers agree to respect the jurisdiction rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved to perform work of the employees in said units. This is not to interfere with bona fide contracts with bona fide unions.

## **ARTICLE 55. SENIORITY**

### **Section 1. Breaks in Seniority**

(a) Seniority rights for regular employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, non-disability retirement, unauthorized absence for reasons other than provided for in Article 38 in excess of ninety (90) days, layoff for more than seven (7) years, and failure to respond to a notice of recall as provided in subsection (b) below or provided in Article 38, Section 6 of Part I—General.

### **Recall From Layoff**

(b) A laid-off employee shall be given written notice of recall by certified mail addressed to his last known address on file with the Employer with a copy to the Local Union. Such employee must respond to such notice within three (3) days after receipt thereof and actually report to work within seven (7) additional days. If an employee fails to comply with these recall provisions, he shall lose all seniority rights unless otherwise agreed in writing on a case-by-case basis by the Employer, the Local Union and the particular em-

## **Article 55**

ployee involved. The copy of the recall notice sent to the Local Union need not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

(c) Laid-off employees working to replace temporary vacancies or as temporary supplemental help shall be eligible to bump or bid as outlined in Section 3 and 4 below after having worked thirty (30) calendar days.

### **Section 2. Seniority Lists**

Within thirty (30) days after the signing of this Agreement, the Employer shall post in a conspicuous place at each home terminal, and shall mail to the Union, a list of the regular employees covered by this Agreement arranged according to their seniority and classification; such list shall contain the social security number and shall be kept current. Protest to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are made in a timely fashion, the dates and positions as posted shall be deemed correct. Any such protest which is made in a timely fashion may be submitted to the grievance procedure.

### **Section 3. Reduction in Work Force**

(a) When it becomes necessary to reduce the working force within a classification, the employee with the least terminal seniority shall be laid off first. Such layoff notice shall be in writing with a copy to the Local Union. This does not apply to day-to-day layoffs.

(b) Any employee affected by such reduction in the work force may exercise his or her seniority to bump into another classification where there is an employee with lesser company seniority; provided however, that:

(1) the Employer may change a starting time in any classification by no more than two (2) hours on a one (1) time basis during any calendar year without such position being subject to bid. If the change in starting times exceed two (2) hours, the affected

## **Article 55**

employee in such bid classification has the option to retain his/her bid position or may bump where his/her seniority and qualifications permit. In such case, the vacated position will be offered first (1st) within the classification and, if not filled in that manner, will be posted for bid;

(2) the affected employee is qualified and capable of performing the duties of the position. If the employee possesses the required basic skills, e.g., typing and a basic knowledge of the job, but is not fully capable of performing the duties of the position in which he/she desires to bump, he/she will be given a reasonable opportunity to demonstrate his/her capability to perform the duties of such position. This may require some additional familiarization with the duties of such position through a review of any manual material that may be available and/or basic assistance by supervision.

## **Section 4. Bidding**

The Employer agrees that when any position covered by this Agreement is open, said position shall be posted for bid at that office location, and may be bid upon by employees on that office's active seniority roster. However, when a new starting time within a classification is changed or an opening occurs due to a vacancy or an addition, employees within that classification shall have the first (1st) opportunity, on a seniority basis, to claim such starting time before it is posted for bid. Abuse of changing starting times is subject to the grievance procedure.

Written notices of job openings are to be posted for bid for three (3) days. The bid shall contain an adequate description of the job duties, the starting time for such position, the rate of pay involved, and the requirements for the position.

Seniority shall be the governing factor where the employee meets the provisions of the bid. Any controversy shall be subject to the grievance procedure, except that where the parties have established specified procedures for determining qualifications of employees for promotions, such procedures may continue in effect unless changed by mutual agreement. Copies of all bid notices and awards shall be sent to the Local Union involved.

## **ARTICLE 56. MEAL PERIOD**

The lunch period shall not be less than one-half (1/2) hour or more than one (1) hour. No employee shall be compelled to take more than one (1) such lunch period during his shift, nor compelled to take any part of such lunch period before he has been on duty for four (4) hours or after he has been on duty five (5) hours.

Where the Company provides a lunchroom, it shall be maintained in a clean and sanitary condition. Where there is no lunchroom, a clean and sanitary area shall be made available.

## **ARTICLE 57. GENERAL PROVISIONS**

### **Section 1. Split Shifts**

There shall be no split shifts. An emergency call-back as referred to in Section 9 shall not be considered a split shift.

### **Section 2. Sanitary Conditions**

The Employer agrees to maintain a clean, sanitary washroom, having hot and cold running water, and having toilet facilities unless otherwise mutually agreed.

### **Section 3. Casual Employees**

(a) A casual is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status. However, any casual used continuously as a supplemental (non-replacement) casual for three (3) days or more per week for four (4) consecutive weeks shall be placed on the seniority list as a regular employee, unless mutually agreed otherwise, with a seniority date from the first (1st) date of continuous employment.

Casuals shall not be discriminated against for future employment.

## **Article 57**

(b) Casual employees may be used in any classification of work covered by this Agreement, subject to an eight (8)-hour minimum daily guarantee.

Casuals may be used on a four (4)-hour minimum guarantee where provided by mutual agreement between the parties.

(c) Replacement casuals may be utilized by an Employer to replace regular employees who are off due to illness, vacation, or other absence. When used for such replacement, the casual's time card shall be so noted prior to the end of the employee's shift.

(d) Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. However, such supplemental casuals shall not be used to deprive regular employees of premium day work.

(e) When an Employer utilizes any eight (8)-hour supplemental casuals thirty (30) or more days in any two (2) consecutive calendar months, such Employer shall be required to add one (1) additional probationary employee. Once the number of new employees has been determined by the parties, the Employer must initiate the processing of such new hires within thirty (30) days and have added the entire amount within sixty (60) days unless there is an intervening layoff. In the event of layoff, the time period for hiring will be extended until the last employee on layoff is recalled. The balance of the sixty (60)-day hiring period then continues effective that date. If the Employer fails to process and hire such new employee within the prescribed sixty (60)-day period, the probationary period for the remaining and subsequently hired regular employees under this provision shall be waived. Days worked by casuals as replacements for regular employees off due to illness, vacation, or other absence, shall not be counted for the purpose of this Article. Each probationary employee so added shall be subject to the probationary period provided for in Article 3, Section 2 of the National Master Agreement, such period to begin with the first (1st) day he/she works after being added as a probationary, except as provided in subsection (f) below.

## **Article 57**

(f) Any casual used by one (1) Employer for seventy (70) eight (8)-hour shifts within six (6) consecutive calendar months shall have the right to apply, in writing, for personnel processing. Upon receipt of such written request, the Employer shall have thirty (30) calendar days to perform the personnel processing. After such processing, if the casual meets the Employer's hiring standards, he/she shall be eligible for future regular employment, and if so hired he/she shall not be subject to any further probationary period. Granting of regular employment shall establish his/her seniority date as that of placement on the regular payroll. If the casual does not meet the Employer's standards, he/she and the Local Union shall be so notified in writing, and his/her use as a casual will be discontinued.

(g) The parties acknowledge there may be times when the absence of a particular regular employee is of such a nature that even though he/she still retains seniority status it is not likely that he/she will return to work within a reasonable period. In such cases when such absence continues beyond three (3) calendar months, a replacement casual shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

(h) Casual employees working on a holiday shall be paid two (2) times the applicable rate of pay and shall be guaranteed a minimum of eight (8) hours of work on such day. Casual employees will not be used in a particular classification when the regular employees in that classification are laid off.

(i) Temporary positions of four (4) weeks' duration or longer shall be posted for bid. Employer shall have the option of replacing successful bidder with a casual employee.

### **Section 4. Rest Periods**

All employees shall be granted a fifteen (15)-minute rest period approximately halfway through the first (1st) half of their shift, and a fifteen (15)-minute rest period approximately halfway through the second (2nd) half of their shift. Such rest period shall be taken without loss of pay and the employee shall not be required to make up such time.

## **Article 57**

### **Section 5. Seniority Violation**

In the event an employee is not worked in his/her rightful position of seniority, the employee shall be compensated in the amount that was earned by the employee who was worked in his/her stead.

In the event an employee is not worked in his/her rightful position of seniority and is later worked in a position where the employee earns less money than he/she would have earned if he/she had been correctly worked, the employee shall receive the difference in pay.

### **Section 6. Paid-for Time**

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he/she is effectively released from duty. This does not include meal time when taken.

### **Section 7. Work in Other Classifications**

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time. When a new computer system is introduced, the Employer will provide its office employees reasonable on-the-job training, providing such employees have the verified basic skills.

### **Section 8. Work in Other Jurisdictions**

In the event the companies under the jurisdiction of another Local Union party hereto should contract work under the jurisdiction of another Local Union, or if employees work under another contract between the Company and the Local Union and the rate of pay established by such other Local Union or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.

**Section 9. Emergency Call-back**

When an employee has clocked out and actually departed from the Employer's premises and is thereafter "called-back" for a work assignment, the employee shall be guaranteed four (4) hours' pay at one and one-half (1 1/2) times the regular rate of pay for the classification of work that the employee performs. This is not to be considered as part of a split shift.

**Section 10. Call Time**

Unassigned regular employees used to augment the work force to regular employees who are successful bidders for premium day work shall be notified of their start time between the second (2nd) and third (3rd) hour before such start time for work whenever possible unless prior arrangements have been made. This does not prevent the Employer from calling additional employees to replace no-show absentees up to the normal start time.

Any presently agreed procedure may be retained if mutually agreed by the parties.

**ARTICLE 58.  
ACCIDENT REPORTS**

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his/her next shift, must make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

**ARTICLE 59.  
SUBCONTRACTING**

**Section 1.**

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services of the kind, nature or type covered by, presently



## **Article 59**

performed, or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other plant, person or non-unit employees, unless otherwise provided in this Agreement.

## **Section 2. Grievances**

Within five (5) working days of filing a grievance claiming violation of this Article, the parties to this Agreement shall proceed to the final step of the grievance procedure, without taking any intermediate steps, any other provision of this Agreement to the contrary notwithstanding.

## **ARTICLE 60. CLASSIFICATIONS**

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

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

Hourly rates in effect 5/31/22 shall be increased as follows:

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

### **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.

## **ARTICLE 61. WORKWEEK AND GUARANTEES**

### **Section 1. Minimum Work**

(a) Regular employees, except regular part-time employees, shall be guaranteed a minimum workweek of forty (40) hours consisting of five (5) consecutive days, including holidays, of eight (8) hours each. This guarantee applies only to those areas which have had a guaranteed workweek by previous contract.

(b) Terminals with one (1) bargaining unit employee or more may employ one (1) regular part-time employee. Such employee shall be guaranteed four (4) hours' work per day; if worked over four (4) hours, the part-time employee shall be guaranteed eight (8) hours for that day. Part-time positions shall be bid and employees placed on the seniority list. Workweek shall be in accordance with Section 2 below. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, holidays, sick leave, and funeral leave shall be applied to part-time employees on a pro rata basis. Vacation pay shall be computed the same as a regular employee.

### **Section 2. Workday and Workweek**

The workweek shall be scheduled five (5) consecutive days, Monday through Friday and/or Tuesday through Saturday and/or Sunday through Thursday. One and one-half (1-1/2) times the regular rate of pay shall be paid for all time worked on the sixth (6th) day worked within a workweek. Two (2) times the regular hourly rate of pay shall be paid for all time worked on the seventh (7th) day worked within a workweek.

### **Section 3. Premium Day**

(a) Choice of terminal premium day overtime in a classification shall be governed by terminal seniority within that classification, or by rotating seniority list, if mutually agreed by the Employer and the Union.

## **Article 61**

### **In Addition to Guarantee**

(b) All hours worked on the sixth (6th) or seventh (7th) day worked within a workweek shall not apply against the weekly forty (40) hour guarantee but must be paid in addition to the guarantee.

### **Overtime After 8 and 40 Hours**

(c) All hours worked in excess of eight (8) hours in any twenty-four (24)-hour period or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate, but not both. Overtime shall not be pyramided.

### **Shift Differentials**

(d) Existing shift differentials, either by contract or past practice, shall remain in effect.

(e) In computing pay for work time, past practice as provided by written contract shall prevail.

(f) Subject to the workload and number of such requests, an Employer must make every effort to honor an employee's request not to work overtime and shall not arbitrarily deny such requests. However, if overtime is required and an employee has requested at the start of his shift that he not work overtime, the employee shall not be forced to work more than two (2) hours overtime. Abuses of this Article by either the Employer or employees shall be subject to the grievance machinery and the grievance committee may impose appropriate restrictions to remedy such abuse.

## **Section 4. Holiday Week Guarantees**

In any week in which a paid holiday falls, the guaranteed workweek shall be thirty-two (32) hours, and all hours worked in excess of thirty-two (32) hours, excluding the holiday in such week, shall be paid at the rate of one and one-half (1 1/2) times the regular rate, providing the holiday falls within the scheduled workweek. The same concept shall apply for regular part-time employees. Overtime shall not be pyramided.

## **Article 61**

Holidays falling outside the regularly scheduled workweek shall be paid in addition to the forty (40) hour guarantee. Where two (2) holidays fall in one (1) week the above figure thirty-two (32) shall be changed to twenty-four (24) wherever it appears. This Section 4 applies only in areas where a guaranteed workweek exists.

Any holiday falling within an employee's regular workweek shall be counted as a day worked in the application of premium day overtime.

## **ARTICLE 62. TERMINATION CLAUSE**

The term of the Supplemental Agreement is subject to and controlled by all the provisions of Article 35 of the National Master Automobile Transporters Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this \_\_\_\_\_, to be effective as of 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 IV—OFFICE**

**NEGOTIATING COMMITTEE**

**FOR THE UNIONS:**

Sean M. O'Brien, Chairperson  
Abral 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:**

James D. Osmer, Chairperson  
Kenneth W. Zatkoff, Co-Chairperson  
Bruce Jackson, Active USA, Inc.  
Chris Anderson, Active USA, Inc.







