

**WESTERN AREA SUPPLEMENT AGREEMENT  
SUMMARY OF AGREED TO CHANGES**

**PART I - GENERAL**

**ARTICLE 36, SECTION 2(a) - GENERAL**

Revise Section 2(a) as follows:

(a) The Employer shall be required to pay health & welfare contributions on any new employee who has served a ninety (90) ~~thirty (30)~~ day probationary period for any Employer subject to this Agreement.

**ARTICLE 36, NEW SECTION 7 - NEW HIRE WAGE PROGRESSION**

Add the following as a new Section 7 to Article 36:

**A. Drivers.**

All regular drivers hired on or after June 1, 2008 shall receive the following hourly and/or mileage rates of pay or revenue percentage: (a) effective first (1<sup>st</sup>) day of revenue producing trip - eighty-five percent (85%) of the current rate or sixty percent (60%) of revenue for owner-operators; (b) effective first (1<sup>st</sup>) day of employment plus one (1) year - ninety percent (90%) of the current rate or sixty-three percent (63%) of revenue for owner-operators; (c) effective first (1<sup>st</sup>) day of employment plus two (2) years - ninety-five percent (95%) of the current rate or sixty-five percent (65%) of revenue for owner-operators; and (d) effective first (1<sup>st</sup>) day of employment plus three (3) years - one hundred percent of the current rate or sixty-eight percent (68%) of revenue for owner-operators.

Drivers hired into driving positions who for two (2) or more years performed carhaul work for a NMATA carrier shall be compensated at ninety percent (90%) of the full contract rate or sixty-five percent (65%) of revenue for owner-operators for a period of one (1) year and go to full contract rate or sixty-eight percent (68%) of revenue for owner-operators thereafter, provided they have not had a break in service in excess of two (2) years.

**B. Hourly Employees.**

Hourly employees hired after June 1, 2008 shall be subject to the following new hire progression: (a) effective first (1<sup>st</sup>) day of employment - seventy percent (70%) of

the current rate; (b) effective first (1<sup>st</sup>) day of employment plus one (1) year - seventy-five percent (75%) of the current rate; (c) effective first (1<sup>st</sup>) day of employment plus two (2) years - eighty percent (80%) percent of the current rate; (d) effective first (1<sup>st</sup>) day of employment plus three (3) years - one hundred percent (100%) of the current rate.

## **ARTICLE 37, SECTION 6 - FAILURE TO COMPLY**

Revise Section 6 as follows:

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 42, NEW SECTION 9 - VACATIONS**

Add new Section 9 as follows:

### Section 9.

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

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

## **ARTICLE 43(d) - HOLIDAYS - GENERAL**

Revise third paragraph of Subsection (d) as follows:

Employees who are serving their ninety (90) ~~thirty (30)~~ day probationary period shall be ~~are not~~ entitled to holiday pay for holidays falling after the probationary employees has completed forty-five (45) days of the ~~within such~~ probationary period.

## **ARTICLE 44, SECTION 1(a) - HEALTH & WELFARE - EMPLOYER CONTRIBUTIONS**

Revise Subsection (a) as follows:

(a) Regular employees s for each regular active employee and each casual who receives eighty (80) ~~sixty (60)~~ hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month:

## **ARTICLE 44, SECTION 1(c) - HEALTH & WELFARE - EMPLOYER CONTRIBUTIONS**

Revise Subsection (c) as follows:

(c) Probationary Employees s An Employer is required to pay the required health and welfare contributions on any new employee who has served the ninety (90) ~~thirty (30)~~ 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.

## **ARTICLE 44, SECTION 2 - HEALTH & WELFARE - ELIGIBILITY AND BENEFITS**

Revise Section 2 as follows:

When an employee commences to receive retiree's health and welfare benefits or when an employee receives a ~~normal age~~ 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.

**ARTICLE 44, SECTION 6 - HEALTH & WELFARE PAYMENTS - PAYMENTS DURING PERIODS OF ABSENCE**

Revise Section 6 as follows:

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 (1<sup>st</sup>) 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.

**ARTICLE 45, SECTION 1 - PENSION - EMPLOYER CONTRIBUTIONS**

Add the following paragraph at the end of Section 1:

Effective June 1, 2008, the pension contribution rate for part time regular and full time regular employees during the probationary period shall be ten (10¢) cents per hour not to exceed ninety (90) calendar days.

**ARTICLE 47, NEW SECTION 7 - DISCHARGE OR SUSPENSION - REASONABLE DIRECT WORK ORDER**

Add new Section 7 as follows:

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.

## **PART II - TRUCKAWAY**

### **ARTICLE 53, SECTION 1 - SCOPE OF AGREEMENT - OPERATIONS COVERED**

Revise Section 1 as follows:

The execution of this Agreement on the part of the Employer shall cover all truckaway, driveaway and terminal operations existing in ~~within, into and out of~~ the states of California, Washington, Oregon, Nevada, New Mexico, Arizona, Montana, Idaho, Utah, Colorado and Wyoming prior to June 1, 2008.

### **ARTICLE 55, SECTION 1 - SENIORITY**

Revise Section 1 as follows:

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 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.

## **ARTICLE 59, SECTION 6 - LOCAL RATES OF PAY**

Add the following as a new paragraph to Section 6:

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.

## **ARTICLE 59, SECTION 8 - LOCAL RATES OF PAY - SUNDAY THROUGH THURSDAY/TUESDAY THROUGH SATURDAY WORKWEEK**

Revise Subsections (e), (f) and (g) of Section 8 as follows:

(e) No more than thirty (30%) ~~ten (10%)~~ 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 twenty (20%) ~~ten (10%)~~ 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. ~~by the Company involved and the 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.

## **ARTICLE 59, SECTION 9 - LOCAL RATES OF PAY - LOADING - NEW BUSINESS**

Revise the second paragraph of Section 9 as follows:

“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) ~~twenty-two (22)~~ minutes per vehicle to load and unload such newly acquired traffic.

## **ARTICLE 59, NEW SECTION 10 - LOCAL RATES OF PAY - LOADING RATE - NEW HIRES**

Add new Section 10 as follows:

**Section 10.**  
**Loading Rate - New Hires**

(1) The per unit loading pay shall be as follows on all business for drivers hired after June 1, 2008:

RATE PER VEHICLE

<u>6 Vehicles</u>	
<u>or less</u>	<u>\$3.86</u>
<u>7 Vehicles</u>	<u>\$4.04</u>
<u>8 Vehicles</u>	<u>\$4.47</u>
<u>9 Vehicles</u>	<u>\$4.93</u>
<u>10 Vehicles</u>	<u>\$5.32</u>
<u>11 Vehicles</u>	<u>\$5.67</u>
<u>12 Vehicles</u>	<u>\$6.05</u>
<u>13 Vehicles</u>	<u>\$6.12</u>
<u>14 Vehicles</u>	<u>\$6.18</u>

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate per-car loading rate will be determined by the Western Area Negotiating Committee.

The drivers shall load vehicles on trucks, whenever requested by the Employer, but the Employer shall have the option to load vehicles by employees other than drivers.

**(2) Time Allowance Loading**

(a) The maximum time allotted for loading cars or trucks by drivers at the rates specified above per vehicle shall be as follows:

<u>First six vehicles</u>	<u>10 minutes per vehicle</u>
<u>Seven vehicles</u>	<u>Additional 15 minutes for 7th vehicle</u>
<u>Eight vehicles</u>	<u>Additional 15 minutes for 8th vehicle</u>
<u>Nine vehicles</u>	<u>Additional 15 minutes for 9th vehicle</u>
<u>Ten vehicles</u>	<u>Additional 20 minutes for 10th vehicle</u>
<u>Eleven vehicles</u>	<u>Additional 30 minutes for 11th vehicle</u>
<u>Twelve vehicles</u>	<u>Additional 30 minutes for 12th vehicle</u>
<u>Thirteen vehicles</u>	<u>Additional 10 minutes for 13th vehicle</u>
<u>Fourteen vehicles</u>	<u>Additional 10 minutes for 14th vehicle</u>

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate time allowance loading for the fifteenth (15th) and subsequent vehicles will be subject matter for the Western Area Negotiating Committee.

(b) When a driver is delayed through no fault of his own, beyond the average of the loading time allowance per car, per load, whether such delay is caused by loading or delayed billings or receiving of vehicles, etc., he shall be paid at the applicable hourly rate for all time in the service of the Employer beyond 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.

(c) The Employer and the Union will cooperate to prevent abuses of the loading time provision.

(3) A standing committee will be established to discuss, investigate and determine loading practices, including but not limited to excess loading time, cargo damage, yard help, shuttle service, as well as car pullers. Present practices shall be maintained unless changed by mutual agreement.

#### **(4) Split Deliveries**

In delivery of any split load, drivers shall receive:

#### **SPLIT DELIVERIES**

<u>1st Skid Drop</u>	<u>\$3.40</u>
<u>2nd Skid Drop</u>	<u>\$5.37</u>
<u>3rd Skid Drop</u>	<u>\$5.97</u>
<u>4th Skid Drop</u>	<u>\$6.58</u>
<u>5th Skid Drop</u>	<u>\$7.34</u>
<u>6th Skid Drop</u>	<u>\$8.09</u>
<u>7th Skid Drop</u>	<u>\$8.89</u>
<u>8th Skid Drop</u>	<u>\$9.62</u>
<u>9th Skid Drop</u>	
<u>and over</u>	<u>\$10.37</u>

In cities of 600,000 population and cities immediately adjacent thereto in delivery of any split load, drivers shall receive:

#### **SPLIT DELIVERIES IN LARGE CITIES**

<u>1st Skid Drop</u>	<u>\$3.40</u>
<u>2nd Skid Drop</u>	<u>\$7.43</u>
<u>3rd Skid Drop</u>	<u>\$7.95</u>
<u>4th Skid Drop</u>	<u>\$8.54</u>
<u>5th Skid Drop</u>	<u>\$9.31</u>
<u>6th Skid Drop</u>	<u>\$10.06</u>
<u>7th Skid Drop</u>	<u>\$10.81</u>

<u>8th Skid Drop</u>	<u>\$11.57</u>
<u>9th Skid Drop</u> <u>and over</u>	<u>\$12.33</u>

**ARTICLE 60, SECTION 5 - LINE RATES OF PAY - LOADING AND UNLOADING**

Revise Section 5 as follows:

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.

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) ~~twenty-two (22)~~ minutes per vehicle to load and unload such newly acquired traffic.

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.

**Loading Rate - New Hires**

(1) The per unit loading pay shall be as follows on all business for drivers hired after June 1, 2008:

RATE PER VEHICLE

<u>6 Vehicles</u>	
<u>or less</u>	<u>\$3.86</u>
<u>7 Vehicles</u>	<u>\$4.04</u>
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<u>13 Vehicles</u>	<u>\$6.12</u>
<u>14 Vehicles</u>	<u>\$6.18</u>

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate per-car loading rate will be determined by the Western Area Negotiating Committee.

The drivers shall load vehicles on trucks, whenever requested by the Employer, but the Employer shall have the option to load vehicles by employees other than drivers.

**(2) Time Allowance Loading**

(a) The maximum time allotted for loading cars or trucks by drivers at the rates specified above per vehicle shall be as follows:

<u>First six vehicles</u>	<u>10 minutes per vehicle</u>
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<u>Fourteen vehicles</u>	<u>Additional 10 minutes for 14th vehicle</u>

In the event an Employer utilizes equipment with capacity greater than fourteen (14) vehicles, the appropriate time allowance loading for the fifteenth (15th) and subsequent vehicles will be subject matter for the Western Area Negotiating Committee.

(b) When a driver is delayed through no fault of his own, beyond the average of the loading time allowance per car, per load, whether such delay is caused by loading or delayed billings or receiving of vehicles, etc., he shall be paid at the applicable hourly rate for all time in the service of the Employer beyond 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.

(c) The Employer and the Union will cooperate to prevent abuses of the loading time provision.

(3) A standing committee will be established to discuss, investigate and determine loading practices, including but not limited to excess loading time, cargo damage, yard help, shuttle service, as well as car pullers. Present practices shall be maintained unless changed by mutual agreement.

#### **(4) Split Deliveries**

In delivery of any split load, drivers shall receive:

#### **SPLIT DELIVERIES**

<u>1st Skid Drop</u>	<u>\$3.40</u>
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In cities of 600,000 population and cities immediately adjacent thereto in delivery of any split load, drivers shall receive:

#### **SPLIT DELIVERIES IN LARGE CITIES**

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<u>8th Skid Drop</u>	<u>\$11.57</u>
<u>9th Skid Drop</u>	
<u>and over</u>	<u>\$12.33</u>

## **ARTICLE 63, SECTION 12 - OWNER-OPERATORS - CARGO DAMAGE**

Revise Section 12(b) as follows:

(b) Hidden damages may be deducted only if the dealer reports such damage to the Company within seventy-two (72) ~~forty-eight (48)~~ hours, and the driver is given a detailed written notice of the specific damage claimed within four (4) days of delivery.

## **ARTICLE 65 - EQUIPMENT AND ACCIDENT REPORTS**

Revise first paragraph of Article 65 as follows:

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.

## **PART III - DRIVEAWAY**

### **ARTICLE 53, SECTION 1 - SCOPE OF AGREEMENT - OPERATIONS COVERED**

Revise Section 1 as follows:

The execution of this Agreement on the part of the Employer shall cover all driveaway operations existing in, ~~within, into and out of~~ the states of California, Washington, Oregon, Nevada, New Mexico, Arizona, Montana, Idaho, Utah, Colorado, and Wyoming prior to June 1, 2008.

### **ARTICLE 56, SECTION (a)(4) - DELAY TIME**

Revise Section (a) (4) as follows:

(4) The drivers will also be paid the appropriate subsistence/hotels during each DOT ~~required eight (8) hour~~ rest period.

## **ARTICLE 56, NEW SECTION (c) - DELAY TIME**

Add the following as new Subsection (c):

(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.

## **ARTICLE 56, NEW SECTION (d) - DELAY TIME**

Add the following as new Subsection (d):

(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.

## **ARTICLE 57 - SUBSISTENCE**

Revise the first and second paragraph of Article 57 as follows:

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/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.

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).

## **ARTICLE 58, SECTION 3(b) - RETURN TRANSPORTATION - UNDECKING**

Revise Section 3(b) as follows:

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 undecking hoists, the Company agrees to engage with its customers in an effort to correct problems reported.

**ARTICLE 59, SECTION 1(a) - RATES OF PAY - MILEAGE RATES**

Add the following as a new second paragraph of Section 1(a):

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.

**ARTICLE 59, SECTION 1(a) - RATES OF PAY - MILEAGE RATES**

Add the following as a new paragraph of Section 1(a):

Any new business that is obtained by the Company will be frozen at forty-eight and one half cents (48.5¢) for the term of this Agreement. New business will include any business that the Company obtains after June 1, 2008.

**ARTICLE 60, NEW SECTION 6 - SENIORITY - SINGLE SENIORITY BOARD**

Add the following as new Section 6:

**Section 6.**  
**Single Seniority Board**

Driver and yard seniority will be combined into one list. Drivers and yard employees will have equal rights according to their terminal seniority for layoff, recall and job assignments.

Exceptions:

The five (5) most senior employees that are currently working in the yard will be red-circled and will maintain their current seniority rights in regards to layoff, recall and job assignments. If a red-circled employees decides to bid on a driver job position he/she will no longer be protected in the red-circle. This employee will be placed on the driving board in terminal seniority order and will be subject to the same seniority rights for layoff, recall and job assignments as the rest of the employees.

**NEW ARTICLE 64 - BACKHAULS**

Add the following as the new Article 64 - Backhauls and renumber current Article 64 - Termination Clause to Article 65:

## **Section 1.**

Due to the tremendous cost increase in airfare, ground transportation, etc., the following is agreed to:

- a. Any driver shall be dispatched with a trip nearest to his/her home terminal regardless of dispatch procedure at the terminal.
- b. All loads that are pulled off the board before dispatch begins, that are deemed backhaul loads, must be the closest to the driver's home terminal.
- c. If a driver calls the backhaul terminal at least thirty (30) minutes prior to dispatch, the terminal may pull the load that is closest to the driver's home terminal off the board without it crossing the dispatch board.
- d. Any driver that is forced to a foreign terminal for a backhaul load will have the right to request to be dispatched that day.
- e. When two (2) or more drivers from the same terminal are physically at the same terminal, at the same time, then terminal seniority will apply to those drivers for that dispatch.
- f. Drivers shall be dispatched with return trips under (a) above, whether or not drivers are on layoff.
- g. The Company shall utilize the above provisions by equitably treating each terminal and the Local Union involved.
- h. It is not the intent of this Article to dry up any particular terminal by utilizing foreign domiciled drivers.

## **Section 2.**

The Company shall, every one (1) month, make available to each Local Union involved a complete review, in writing, of the loads and mileage that have been allocated to other terminal drivers in order to determine whether or not the Company is complying with the intent of this Article.

## **Section 3.**

The Company agrees that determination of equatibility shall be by mileage and shall make up any deficit as soon as possible after the monthly report is sent out, and not to exceed any ninety (90) day period.

**Section 4.**  
**Miscellaneous**

- a. The Company will direct the driver on transportation between points and the driver will be reimbursed his/her cost. The driver shall be directed on the first, fastest available means of transportation for under three hundred (300) miles, plus necessary cab fares.
- b. The Company will reimburse actual lodging expense on backhaul traffic.

**Section 5.**  
**Rates of Pay**

- a. The present frozen rates of pay shall apply.
- b. The driver will receive no less than his/her terminal frozen rate of pay.

**Section 6.**

The Company and the Union Co-Chairpersons of the Western Driveaway Committee will meet with the aforementioned Local Union(s) at their request to work out any problems that arise from this Article.

If not resolved in the step above, all disputes concerning this Section, (backhaul), will be docketed directly to the National Automobile Transporters Joint Arbitration Committee. All other disputes or grievances will continue to be processed through the Northwest or Western Area Joint Arbitration Committee.

**PART IV - WESTERN AREA YARD**

**ARTICLE 53, SECTION 1 - SCOPE OF AGREEMENT - OPERATIONS COVERED**

Revise Section 1 as follows:

The execution of this Agreement on the part of the Employer shall cover all operations existing in ~~within~~ the states of California, Washington, Oregon, Nevada, New Mexico, Arizona, Montana, Idaho, Utah, Colorado, and Wyoming prior to June 1, 2008.

**ARTICLE 54, SECTION 1 - SENIORITY**

Revise the first paragraph of Section 1 as follows:

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 seven (7) year layoff or as provided elsewhere in this Agreement. In the event of the reduction in the number of employees, employees shall be laid off according to the seniority list. In the event of an increase in the number of employees by the Employer, employees previously laid off shall be restored to duty according to their seniority, provided the affected employee responds to the call of the Employer which call shall be communicated to the employee and the Local Union by verified phone call or certified mail at his last known address as filed with the Employer and reports for duty within seventy-two (72) hours of the time of such notice. The giving of this notice shall fulfill the obligation of the Employer under this provision of this Agreement. In the event the employee fails to make himself available for work at the end of said seventy-two (72)-hour period, he/she shall lose all seniority rights under this Agreement.

## **PART V - BAY AREA YARD**

Delete Bay Area Yard Articles 53 - 69 provisions from the Western Supplemental Agreement.

ARTICLE 53 - HIRING PROCEDURE

ARTICLE 54 - SENIORITY AND LAYOFFS

ARTICLE 55 - DISCRIMINATION

ARTICLE 56 - PIGGY-BACK - TRI-LEVEL AND BI-LEVEL

ARTICLE 57 - WORK JURISDICTION

ARTICLE 58 - OPERATING REQUIREMENTS

ARTICLE 59 - GENERAL PROVISIONS

ARTICLE 60 - LEASING AND INDEPENDENT CONTRACTORS

ARTICLE 61 - CASUALS AND EXTRA HELPERS

ARTICLE 62 - WAGE RATES

ARTICLE 63 - STARTING TIMES - SHIFTS

ARTICLE 64 - OVERTIME, SHIFT DIFFERENTIALS, WORKING HOURS

ARTICLE 65 - SICK LEAVE

ARTICLE 66 - HOLIDAYS

ARTICLE 67 - VACATIONS

ARTICLE 68 - MISCELLANEOUS PROVISIONS

ARTICLE 69 - TERMINATION CLAUSE