

**PART IV  
AUTOMOTIVE SHOP TRUCK SERVICING  
SUPPLEMENTAL AGREEMENT**

**For the period of:  
April ~~2003~~08 thru March 31, ~~2008~~13**

**In the following territory:  
California, Washington, Oregon, Nevada,  
New Mexico, Arizona, Montana, Idaho, Utah,  
Colorado and Wyoming**

The .....  
(Company)

Hereinafter referred to as the "EMPLOYER"  
And

The WESTERN MASTER FREIGHT DIVISION and LOCAL UNION No .....  
affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN AND HELPERS OF AMERICA, herein after referred to as the "UNION,"  
agree to be bound by the terms and provisions of this Agreement.

This Automotive Shop Truck Servicing Supplemental Agreement is supplemental to and  
becomes a part of the Master Freight Agreement, hereinafter referred to as the "Master  
Agreement" for the period commencing April, ~~2003~~08 which Master Agreement shall prevail  
over the provisions of this Supplement in any case of conflict between the two, except as such  
Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be  
submitted directly to the National Grievance Committee.

**ARTICLE 57. SCOPE OF AGREEMENT – *No Change***

**ARTICLE 58.**

**Section 1. Breaks in Seniority Layoff & Recall – *No Change***

**Section 2. Layoff and Recall – *No Change***

**Section 3. – *No Change***

**Section 4. Seniority Violations – *No Change***

**Section 5. Job Bidding**

(a) Shift starting times shall be posted and bid, on a seniority basis **semi-annually**. Daily work assignments will be made by the Employer based on operational requirements.

All job openings shift and starting times are subject to seniority and shall be posted for bid when openings occur. Posting of bid notices shall be in a conspicuous place so that all eligible employees will receive notice and have an opportunity for bid.

The specific rules governing all bidding procedures are to be the subject of a separate written agreement between the Employer and the Union, under the provisions of Section 6 below.

(b) – *No Change*

**(c) In shops of twelve (12) employees or more, the company shall bid semi-annually specific areas of the shop by seniority specifically but not limited to tractor shop, trailer shop, parts room and fuel lanes, unless otherwise mutually agreed to.**

**Section 6. Specific Local Rules – *No Change***

**ARTICLE 59. MEAL PERIODS – *No Change***

**ARTICLE 60. GENERAL PROVISIONS – *No Change***

**ARTICLE 61. TANK & EQUIPMENT CLEANING SAFETY EQUIPMENT– *No Change***

**ARTICLE 62. PAID FOR TIME – *No Change***

**ARTICLE 63. RATES OF PAY**

***SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT***

**Section 1. New Hires**

The term current rate is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

**Section 2.**

All present individual Local Shop Riders (Addendum) shall remain in effect for the term of this Agreement and shall be increased in accordance with the following:

***SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT***

~~April 1, 2003 \$.50 Cents per Hour~~

~~April 1, 2004 \$.40 Cents per Hour~~

~~April 1, 2005 \$.40 Cents per Hour~~

~~April 1, 2006 \$.45 Cents per Hour~~

~~April 1, 2007 \$.50 Cents per Hour~~

**ARTICLE 64. JOB DISCRPTIONS – *No Change***

**ARTICLE 65. – *No Change***

**ARTICLE 66. – *No Change***

## LETTER OF UNDERSTANDING

This Letter of Understanding entered into this 5<sup>th</sup> of December 2002, by and between the Teamsters WSA Shop Supplemental Negotiation Committee, and the Western Motor Carriers, Inc. WSA Shop Negotiating Committee, shall become effective April 1, 2003.

In all shops employing Teamster mechanics and/or service employees, the Employers covered by this Letter of Understanding agree to maintain the number of Teamster mechanics and/or service employees on each of the applicable seniority lists at each shop location as those lists are constructed as of December 5, 2002, or as those may increase due to the hiring of additional supplemental shop employees during the term of the 2003 NMFA; excluding however, any new hire that is hired to replace an employee who is absent because of a long term disability. Provided, however, it shall not be a violation of the terms of this Letter of Understanding when the number of Teamster mechanics and/or servicemen at any given location is reduced as a result of a Change of Operations decision and/or when a layoff of Teamster mechanics and/or servicemen is necessary because of a loss of business that has a direct effect on the maintenance operation, in which case the Employer shall not be allowed to subcontract over flow work to a vendor during the period of such layoff. It is understood and agreed that the use of vendors to perform overflow work that has normally been done by Teamster mechanics after reasonable overtime has been offered to effected Teamster mechanics/service employees at the affected location is not a violation of this Letter of Understanding or the terms of the Labor Agreement. The training programs that are presently in existence at the shop locations will remain in effect for the term of the 2003 NMFA.

The terms and conditions of this Letter of Understanding are not intended to change or modify the manner in which lease equipment repairs, accidents, and warranted work is presently performed or to modify in any manner those written agreements between each of the respective signatory Local Union and Employers relative to the use of outside vendors.

**The parties agree that the above LOU is to be reaffirmed and remain in affect during the duration of the 2008 NMFA.**