

National Master Automobile Transporters Agreement

2008 Contract Proposals

Articles 1 thru 35

Article 3 section 2 Probationary Employees

A probationary employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30)- day trial basis, during which period the employee may be terminated without further recourse; provided, however, that the Employer may not terminate or discipline for the purpose of evading this Agreement or discriminating against Union members. **In the event a probationary employee is laid off during the thirty (30)-day probationary period, said probationary employee will not be terminated and upon recall will finish the remainder of the probationary period.**

The Union and the Employer may agree to extend the probationary period for no more than thirty (30) days but the probationary employee must agree to such extension in writing. The accrual of seniority for probationary employees shall be determined consistent with Article 3, Section 1(j)(1), if applicable, and provided in the applicable Supplemental Agreement except as it has been otherwise applied by the parties.

In case of discipline within the thirty (30)-day trial period, the Employer shall notify the Local Union, in writing, of such discipline.

Article 3 section 5 401(k) Savings Plan

c. The Employer agrees to offer the Teamster National 401(k) Tax Deferred Savings Plan to employees covered under this contract. ~~Participation will be optional if the Employer has a plan in existence prior to the effective date of the Teamster National 401(k) Tax Deferred Savings Plan.~~ The NATLD and the Union shall designate one Trustee for this jointly-trusted plan. No Employer contributions to this plan will ever be required.

Article 5 Seniority

New -- In the event an Employer is hiring at a location, active employees of the Employer will be permitted to transfer to the hiring location and keep his/her Company seniority but will be entailed on the seniority list.

Article 7

Section 4 Step 1 (b)

Wage Review

(b) Claims involving Pay Shortages and Violations of Dispatch Procedure

Any employee who claims any pay shortage, including a claimed violation of the dispatch procedure, shall file a request for a wage review with the Employer. This request must be filed in writing within ten (10) days excluding Saturdays, Sundays, and holidays after receipt of the paycheck by the employee. Multiple copies of a request for wage review in a form set forth below shall be made available by the Employer for that purpose. The Employer shall meet with the employee to discuss the claim as soon as possible but no later than ten (10) days following receipt of such request excluding Saturday, Sunday and holidays at which time the Employer shall make a written reply, **and if denied give a specific reason for the denial**, to the claim. If the claim is not adjusted satisfactorily, and if the employee wishes to file a written grievance, such grievance shall be filed within ten (10) days excluding Saturdays, Sundays, and holidays after the written denial of the claim. These time limits replace other time limits expressed in this Agreement and are firm. Failure to file or respond on time will result in a default against the party failing to comply. Defaults establish no precedent on the merits of the claim.

Article 7 Section 10

Failure of either party involved in a grievance or dispute to comply with any **grievance settlement that has been reduced to writing**, a final decision of a panel of any Joint Arbitration Committee or a Board of Arbitration established under this Article within ten (10) working days of the date of the decision shall give the other party the immediate right to all legal and economic recourse in support of such decision. An Employer or Union challenging a decision issued by a Board of Arbitration in the above manner shall pay the other party the cost of such challenge, including the court costs

and reasonable attorneys fees if the Court does not modify or vacate the Board of Arbitration's decision.

Article 7 Section 21

All monetary grievances that have been resolved either by decision or through settlement shall be paid within ~~twenty (20)~~ **fourteen (14)** calendar days of formal notification of the decision or date of settlement. If an Employer fails to pay a monetary grievance in accordance with this section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, ~~commencing the date the grievant(s) notified the Employer of such non-payment.~~

Article 10 Section 1 Compensation Claims

NEW --- No employee will be disciplined or threatened with discipline as a result of filing an on the job injury report. The Employer or its designee shall not visit an injured employee at their home, at a hospital, or any location outside the employee's home terminal area without the employee's written consent, with a copy supplied to the employee.

Article 10 Section 6 Jury Duty

2nd paragraph

When such employees report for jury service on a scheduled workday, they will not be ~~unreasonably~~ required to report for work that particular day.

Article 11 Military Clause

Paragraph 3

Effective the date of ratification, the Employer shall continue to pay Health & Welfare contributions for regular active employees involuntarily called to active duty status from the military reserves or the National Guard during periods of war or military conflict. Such contributions shall ~~only be paid for~~

~~a maximum period of eighteen months, be paid for the duration of active duty.~~

Article 12 Section NEW

The Employer will not be allowed to utilize any electronic log device or GPS tracking system such as @ROAD to discipline or discharge an employee.

Article 22 Section 1 New Business

Paragraph 3 --- 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. **In cases of one sided competitiveness a Local Union who does not participate will have a one time opportunity to opt in to that competitive.**

Article 24 Section 2 Suspension or Revocation of License

Paragraph 3 --- An employee unable to successfully pass the D.O.T. Commercial Driver's License (CDL) examination will be allowed to retain seniority ~~for a period not to exceed one (1) year~~ provided the employee makes a good faith effort to pass the test each time the opportunity presents itself. During this leave of absence the Employer shall have no obligation to make health and welfare or pension contributions on behalf of the employee.

Article 27 Road And/Or Driving Equipment Special License

If the Employer or a government agency requests a regular employee to qualify on road and/or driving equipment requiring a classified or special license (including a CDL), or in the event an employee is required to qualify (recognizing seniority) on such equipment in order to obtain a better job

opportunity with the Employer, the Employer shall allow such regular employee the use of the equipment so required in order to take the examination. Costs of such license (~~excluding a CDL~~) (including the portion of the cost of a CDL that is over and above the cost of a regular drivers license) required by a government agency will be paid for by the Employer. The Employer will also be responsible for the cost (including time spent) of any governmental required documents (i.e. Fast Pass, Passports, D.O.T. background checks,etc.)

NEW— No employee will be required to have their drivers license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that required such identification to enter the facility.

Article 30
Joint Health and Safety Committee

NEW— New seats will be put in trucks rather than replacing the cushions in the seats.

NEW— All equipment shall be able to run the posted speed limit in any state in which it operates.

Article 30 section 5
Air Conditioning

2nd paragraph --- Air conditioning units shall be maintained in proper operating condition. If an air conditioner is out of service and written up at time of arrival at home terminal it must be repaired before the next dispatch. If an air conditioning unit, which was not written up as inoperable at its most recent arrival at an employee's home terminal, fails to operate at the time of dispatch and repair is not readily available, repairs may be delayed for a maximum of twenty-four (24) hours. **If an air conditioning unit becomes inoperable during a trip, repairs will be made immediately and drivers will be compensated for all time spent waiting for the repairs to be completed.**

Article 30 section 7
New subsection (j)

Height sticks to be issued to drivers hauling used cars

Article 30 section 7
New subsection (k)

Teamster logo to be installed prominently on doors of transport trucks and yard vans and to be of proportionate size.

Article 30 section 10
Fuel Tank Placement

(c) paragraph 3 --- Effective on the ratification of the contract, all newly acquired line haul (i.e. regularly assigned to road) equipment shall be equipped with fuel tanks **with a minimum capacity of one hundred (100) gallons.** ~~of an adequate size to allow a normal operating range of five hundred (500) miles.~~

Article 30 section 14

An employee who is required to submit to a random drug or alcohol test will be paid the appropriate hourly rate for the time required in traveling to and from, and spent at, the collection/testing site. **The Employer will provide transportation to and from the test site for all tests.**

Article 30 section 19

The Employer shall not require a driver to drive in excess of ten (10) hours within a tour of duty. **It will also be the employee's option whether to utilize a thirty-four (34) hour restart or the seventy (70) hours in eight (8) day rule.**

Article 33 section 1
Work Preservation

For the purpose of protecting and preserving Carhaul Work (as defined in the Work Preservation Agreement for Signatory Employers, but excluding office units except as provided in the Western Area Office Supplement ~~and the Michigan Office Supplement~~)

for the Employer's bargaining unit employees, eliminating contracting and double breasting practices under which Employer permits persons other than Employer's bargaining unit employees to perform Carhaul Work, and preventing any scheme or subterfuge to avoid the protection and preservation of Carhaul Work under this Agreement, the Employer agrees that it shall not undertake to, nor permit any Controlled Affiliate (including freight broker companies as these terms are defined in the Work Preservation Agreement for Signatory Employers) to subcontract, transfer, lease, divert, contract, assign or convey, in full or in part, any Carhaul Work to any Controlled Affiliate, plant, business, person or non-unit employees other than Employer, or to any other mode of operation, except as explicitly and specifically provided for and permitted in the NMATA and/or applicable Supplemental Agreements.