PART IV
AUTOMOTIVE SHOP TRUCK SERVICING
SUPPLEMENTAL AGREEMENT

For the period of:
April 2003 thru March 31, 2008

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 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 DISCRIPTIONS – No Change

ARTICLE  65. – No Change

ARTICLE  66. – No Change
LETTER OF UNDERSTANDING

This Letter of Understanding entered into this 5th 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 overflow 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.