

**NMATA WESTERN AREA SUPPLEMENTAL AGREEMENT
SUMMARY OF CHANGES
AUGUST 31, 2015**

PART I (GENERAL - COMMON CLAUSES)

WESTERN AREA SUPPLEMENT PREAMBLE

Modify Preamble as follows:

**WESTERN AREA
SUPPLEMENTAL AGREEMENTS
COVERING
TRUCKAWAY, DRIVEAWAY, AUTOMOTIVE
SHOP, OFFICE AND
WESTERN AREA YARD OPERATIONS**

Part I General (Common Clauses)
Part II Truckaway
Part III Driveaway
Part IV Western Area Yard
Part V Automotive Shop
Part VI Office

**FOR THE PERIOD
~~JUNE 1, 2011~~
SEPTEMBER 1, 2015
THROUGH
~~AUGUST 31, 2015~~
(AUGUST 31, 2019)**

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 September 1, 2015 ~~June 1, 2011~~, 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, SECTION 1 (RIDERS TO THIS AGREEMENT)

Modify the second paragraph of Section 1 as follows:

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 ~~2011-2015-2003-2008~~ 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.

ARTICLE 36, SECTION 2(c) (NOTIFICATION TO THE UNION)

Modify the second paragraph of Section 2(c) as follows:

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.

ARTICLE 39, SECTION 1 (EXAMINATION AND IDENTIFICATION FEES)

Modify Section 1 as follows:

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 doctor selected by the Company and the doctor selected by the employee, the Company and Union shall together select a third (3rd) impartial doctor within 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.

ARTICLE 52 (TERMINATION CLAUSE)

Insert the following as new first paragraph of Article 52 as follows:

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.

PART III (DRIVEAWAY)

ARTICLE 56(d) (DELAY TIME - FUELING)

Revise paragraph (d) of Article 56 as follows:

(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 uUpon 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.

ARTICLE NEW 56(e) (DELAY TIME - BORDER CROSSING)

Insert the following as new paragraph (e) of Article 56 as follows:

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

ARTICLE 40, UNIFORM RULES AND REGULATIONS, RULE 3 (CONDUCT)

Modify Rule 3(a) as follows:

3. CONDUCT:

(a) Unquestionable evidence of possession and/or consuming some of and/or having consumed intoxicating beverages, taking narcotics, amphetamines, barbiturates, marijuana, hallucinogens or other controlled substances as defined by state or federal law on duty or on company property or equipment, and/or the failure to submit to **or pass** a sobriety test or a test to determine drug usage upon request if the employee appears to be under such influence.

Subject to discharge.