

**PART III  
OVER-THE-ROAD MOTOR FREIGHT  
SUPPLEMENTAL AGREEMENT  
COVERING DRIVERS EMPLOYED BY PRIVATE,  
COMMON AND CONTRACT CARRIERS**

**For the period of:  
April 200308 thru March 31, 200813**

**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 Over-the-Road 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 1, 200303 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. – *No Change***

**ARTICLE 59. SENIORITY**

**Section 1. – *No Change***

**Section 2. Lay-Off/Recall**

(a) – *No Change*

(b) – *No Change*

(c) For each occurrence of the Employer supplementing a tour of duty, either with a laid-off employee, casual, or foreign driver (dispatched on the home domicile's primary lane) for ~~twelve~~ **ten (10)** days in a thirty (30) day period, the Employer shall recall one (1) driver. A tour of duty shall be in accordance with the provisions of Article 58, Section 1 (c).

### **Section 3. Bidding**

(a) **A minimum of sixty-five (65) percent (%)** Regular runs, new positions and "vacation hold downs" are subject to seniority and shall be bid or assigned in accordance with agreed upon bidding and/or dispatch rules. **This is not intended to take away higher bid percentages already agreed to between the Company and Local Union(s).** The number of "vacation hold down" bids shall be determined by the number of supplemental drivers added to the regular seniority list under the provisions of Article 3, Section 2 (b), of the NMFA. Disputes regarding bidding and/or dispatch rules are subject to the grievance procedure. Posting of bids shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid. There shall be a general bid semi-annually, unless otherwise mutually agreed.

### **Departure Times—Bid Drivers – No Change**

(b) – *No Change*

### **Section 4. House or Contract Accounts – No Change**

### **Section 5. Extra Equipment – No Change**

## **ARTICLE 60. MEAL PERIOD – No Change**

## **ARTICLE 61. FURNISHED TRANSPORTATION AND LODGING**

### **Section 1. – No Change**

### **Section 2. – No Change**

### **Section 3.**

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath. Air-conditioned dormitories and/or hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms

and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. There shall be no bunk beds or double beds. New dormitories must be soundproofed. All road drivers lodging must be maintained on the basis of one (1) driver per room.

In all terminals with dormitories, there shall be a driver's waiting room maintained at present day standards. In all other cases where the Employer doesn't provide drivers with a waiting facility, which is adequate under the circumstances, it shall be taken up as a grievance.

No new dormitory at Employer-owned terminals shall be permitted unless jointly approved by the Union and the Employer, subject to Western States Joint Area Committee approval which shall be final and binding provided that such dormitory shall not be used unless janitor service, clean sheets, pillowcases, blankets, and proper sanitary conditions are provided and maintained.

In lieu of the Employer furnishing satisfactory lodging the employee shall be paid thirteen dollars and fifty cents (\$13.50) for each rest period; except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of thirteen dollars and fifty cents (\$13.50), he shall receive reimbursement of the actual cost of the room.

The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay, at an away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provision shall not apply where the driver is allowed to use company equipment for transportation.

All time in excess of one (1) hour waiting for motel/hotel furnished transportation and/or waiting for sleeping room to be made available, to be paid at the hourly rate of pay.

**A subcommittee of the Western States OTR negotiating Chairmen or their designee will be appointed as necessary to inspect all lodging (hotels) used by the Employer when issues arise. A comprehensive inspection report form incorporating the standards of Article 61 shall be developed by this subcommittee to be used for all inspections. This subcommittee will be responsible for inspecting all lodging grievances from the West or at the request of another grievance committee from another area. This subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within fourteen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.**

**ARTICLE 62. GENERAL PROVISIONS – *No Change***

**ARTICLE 63. BREAKDOWNS OR IMPASSABLE HIGHWAYS – *No Change***

**ARTICLE 64. OBNOXIOUS CARGO – *No Change***

**ARTICLE 65. PICK-UP AND DELIVERY LIMITATIONS**

(a) – *No Change*

(b) – *No Change*

**Pick-Up and Delivery Enroute– *No Change***

**Other Conference Area Pick-Up and Delivery – *No Change***

**Short Line or Peddle Operation – *No Change***

**Shuttle**

(f) Shuttle work between satellites, customers and break bulk terminals may be performed by short-line drivers or local drivers based on the company's operating requirements, unless mutually agreed otherwise or as established by past practice. This method of operations shall be set forth in the Change of Operations as approved by the Committee; however, such approved method of operations shall not conflict with any Joint Council jurisdiction award.

**Shuttle drivers shall be afforded the opportunity to select, on a seniority basis, the loads that are available at the time of the original dispatch, provided the driver(s) is available at the time his seniority allows him the opportunity to select, if not available he shall be assigned to a remaining schedule and shall not be allowed to bump. The Company retains the right to prioritize loads.**

Shortline/Shuttle drivers operating under this supplement shall be dispatched, with or without loads to drop and pick at a customer on each leg of any dispatch. At a customer, Shortline/Shuttle drivers shall be allowed to drop and pick trailers only; there shall be no loading and unloading of freight by Shortline/Shuttle drivers. However, Shortline/Shuttle drivers may be required to load and unload a shipment described as a "Premium Service" shipment. Shortline/Shuttle drivers shall be required to sign and complete the appropriate paperwork. Shortline/Shuttle drivers shall not, within the jurisdictional boundaries of the affected terminal, advance freight from a terminal to a customer on a via or turn nor advance freight from a customer to a terminal. However, Shortline/Shuttle drivers may drop or pick full loads on any leg of a dispatch, unless a lay-off is in effect. There shall be no movement of freight from one customer to another customer. Shortline/Shuttle drivers shall be required to place trailers at or remove trailers from a customer's dock. Shortline/Shuttle drivers shall, by past practice and local agreements, run to the rail yard without any restrictions. This would include running to the rail yard from the

Break/Distribution Center, between the satellite terminals and the rail, satellite-to-satellite terminal, the rail yard to the customer or customer to the rail yard.

**Coffee Breaks – No Change**

**Higher Local Areas – No Change**

**Exceptions on Steel Haul – No Change**

**Exceptions on Perishable Commodities – No Change**

**ARTICLE 66. SINGLE MAN OPERATIONS**

**Section 1. Mileage Rates of pay**

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

The mileage rates of pay for all miles driven under this Agreement where such rates apply shall be:

<b>EFFECTIVE</b>	<b>CENTS PER MILE</b>
April 1, 2003	50.60
April 1, 2004	51.60
April 1, 2005	52.60
April 1, 2006	53.725
April 1, 2007	54.975

Actual time spent for items covered under Article 66, Section 3 (b), will continue to be paid in addition to these rates.

**Section 2. New Hire Rates**

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

**Section 3. Hourly Rates of Pay Long Line Operations**

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.30
April 1, 2004	20.70
April 1, 2005	21.10
April 1, 2006	21.55
April 1, 2007	22.05

(a) – *No Change*

**Miles and Hours – *No Change***

**Time Spent other Than Driving – *No Change***

**Hours and Overtime – *No Change***

**Delay at Origin and End of Run – *No Change***

**Runaround Penalty – *No Change***

**Section 4. Short Line Hourly Rates – *No Change***

**Section 5. Turnaround Operations – *No Change***

**Section 6. Guarantees – *No Change***

**Section 7. Layover Pay – *No Change***

**Abuse of Free Time**

(b) Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement.

(Example) When an abuse of free time violation occurs, such violation ends when the driver is called for dispatch. Additionally at a pure relay point, if the schedule the driver was called for and is dispatched with, was available and ready for dispatch on the driver's ~~eight~~ ~~(8<sup>th</sup>)~~ **tenth (10<sup>th</sup>)** hour of layover, and driver was called no later than the ~~ninth~~ ~~(9<sup>th</sup>)~~ **eleventh (11<sup>th</sup>)** hour of layover, there is no violation or abuse of free time.

(c) – *No Change*

**Section 8. Time off Single Man – *No Change***

**Single Man layover Runs – *No Change***

**Short Line/Shuttle or Turnaround Runs – *No Change***

## **ARTICLE 67. SLEEPER CAB OPERATIONS**

**Section 1. Limitation, Protection of Single Man Runs – *No Change***

**Mileage Restriction – *No Change***

**Definition – No Change**

**Mutual Agreement – No Change**

**Section 2. Hours of Dispatch (Home Terminal) – No Change**

**Section 3. General Dispatch Rules – No Change**

**Equipment Out of Service – No Change**

**Bidding – No Change**

**Section 4. Runaround Penalty – No Change**

**Section 5. Driver Teams – No Change**

**Section 6. Bedding and Linen-Sleeper Cab Equipment – No Change**

**Section 7. Mileage Pay and Subsistence**

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

(a) The following schedule of wages and subsistence shall apply to sleeper operations:

For equipment other than doubles:

For Double Bottoms:

<b>EFFECTIVE</b>	<b>CENTS PER MILE</b>
April 1, 2003	52.60
April 1, 2004	53.60
April 1, 2005	54.60
April 1, 2006	55.725
April 1, 2007	56.975

For Triple Bottoms or Two (2) Forty (40) Foot or Longer Trailers:

<b>EFFECTIVE</b>	<b>CENTS PER MILE</b>
April 1, 2003	52.60
April 1, 2004	53.60
April 1, 2005	54.60
April 1, 2006	55.725
April 1, 2007	56.975

Subsistence Allowance:

Each employee shall be allowed road expense at the amount of three dollars and fifty cents (\$3.50) for each one thousand (1000) miles traveled.

Satisfactory lodging shall be furnished as outlined in Article 61, Section 3, Furnished Transportation and Lodging.

**Section 8. Paid For Time**

(a) Paid for time under this Agreement, as well as time spent in making pick-ups and/or deliveries at points en route and at intermediate terminals, time lost through delay in pick-ups and/or deliveries at points en route and at intermediate terminals and for work performed in making pick-ups and/or deliveries as permitted under Article 65 of this Supplemental Agreement, shall be paid for at the minimum rate listed below to each man:

Hourly Rates

<b>EFFECTIVE</b>	<b>RATES</b>
<del>April 1, 2003</del>	<del>20.30</del>
<del>April 1, 2004</del>	<del>20.70</del>
<del>April 1, 2005</del>	<del>21.10</del>
<del>April 1, 2006</del>	<del>21.55</del>
<del>April 1, 2007</del>	<del>22.05</del>

**Non-Paid Items – No Change**

**Terminal Delay – No Change**

**Solo Driving – No Change**

**Section 9. New Hire Rates**

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

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

The above rates of pay shall not apply to casual employees.

**Section 10. Layover Pay – No Change**

**Abuse of Free Time – No Change**

**Section 11. Layover Points – No Change**

**Section 12. Sleeper Cab Lay Point and Layover – No Change**



**Section 13. Time Off at Home Terminal – *No Change***

**ARTICLE 68. SPECIALIZED CONTRACTS – *No Change***

**ARTICLE 69. – *No Change***

**ARTICLE 70. PREMIUMS ON HAZRDOUS CARGO – *No Change***

**ARTICLE 71. OWNER OPERATORS – *No Change***

**ARTICLE 72. HOLIDAY PAY - LONG LINE – *No Change***

**APPENDIX ‘A’  
SHORT LINE PEDDLE RUN  
RATES OF PAY**

Set forth in this Appendix are the applicable hourly rates of pay, for the various areas, as referred to in Article 66, Section 4, of this Supplemental Agreement.

JOINT COUNCIL NO. 3 - STATES OF MONTANA, UTAH, and SOUTHERN IDAHO

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.45
April 1, 2004	20.85
April 1, 2005	21.25
April 1, 2006	21.70
April 1, 2007	22.20

JOINT COUNCIL NO. 3 - STATES OF COLORADO, WYOMING, ARIZONA, NEW MEXICO

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.51
April 1, 2004	20.91
April 1, 2005	21.31

April 1, 2006	21.76
April 1, 2007	22.26

JOINT COUNCIL NO. 7 - SAN FRANCISCO - BAY AREA

The following rates of pay shall be applicable only if drivers are restricted to the performance of the same type of work and in the same manner as that performed in short line operations on and prior to the effective date of this Agreement.

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.51
April 1, 2004	20.91
April 1, 2005	21.31
April 1, 2006	21.76
April 1, 2007	22.26

JOINT COUNCIL NO. 28 - STATES OF WASHINGTON AND NORTHERN IDAHO

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.40
April 1, 2004	20.80
April 1, 2005	21.20
April 1, 2006	21.65
April 1, 2007	22.15

JOINT COUNCIL NO. 37 - STATE OF OREGON

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

<b>EFFECTIVE</b>	<b>PER HOUR</b>
April 1, 2003	20.56
April 1, 2004	20.96
April 1, 2005	21.36
April 1, 2006	21.81
April 1, 2007	22.31

JOINT COUNCIL NO. 38 - NORTHERN CALIFORNIA

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

**EFFECTIVE PER HOUR**

April 1, 2003	20.51
April 1, 2004	20.91
April 1, 2005	21.31
April 1, 2006	21.76
April 1, 2007	22.26

JOINT COUNCIL NO. 42 - SOUTHERN CALIFORNIA

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

**EFFECTIVE PER HOUR**

April 1, 2003	20.51
April 1, 2004	20.91
April 1, 2005	21.31
April 1, 2006	21.76
April 1, 2007	22.26

Peddle run rates of pay in the Joint Council 42 Area of Southern California shall be identical to the five (5) axle rate of pay as pay set forth in the Southern California Section of Appendix A. of the Western States Area Pick-Up and Delivery Supplemental Agreement.

**Letter of Understanding**  
**Article 57 Section 7 (a) second paragraph**  
**Records of Movements**

**“These sheets will be made available upon request, to the drivers for a period of ten (10) days.”**

**During the 2007 negotiations both parties of the OTR Committee agreed that the intent of the above Article is to be interrupted as follows:**

**Companies are to provide the sign in and sign out sheets at all locations for up to a ten (10) day period upon request, for any specific issue raised by any union employee, both domiciled and foreign. This language is not intended to mean stewards only.**