

Western States Over-the-Road Motor Freight Supplemental Agreement – Part III

For the Period: April 1, ~~2008-2019~~ through March 31, ~~2013~~ 2024

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

PART III

OVER-THE-ROAD MOTOR FREIGHT SUPPLEMENTAL AGREEMENT

ARTICLE 57. SCOPE OF AGREEMENT
NO CHANGE

ARTICLE 58.
NO CHANGE

ARTICLE 59. SENIORITY

Section 1.

Seniority shall be broken by discharge, voluntary quit, retirement **and no longer working**, unauthorized absence for reasons other than provided for in Article 42, in excess of one hundred eighty-two (182) days, layoff for more than five (5) years, **mandatory retirement** failure to respond to a notice of recall as provided in the Supplemental Agreements, or as otherwise provided in Article 42, **and upon proper removal after failure to respond to a seventy-two (72) hour notice.**

Section 2. *NO CHANGE*

Section 3. *NO CHANGE*

Section 4. *NO CHANGE*

Section 5. *NO CHANGE*

ARTICLE 60. MEAL PERIOD
NO CHANGE

ARTICLE 61. FURNISHED
TRANSPORTATION AND LODGING
NO CHANGE

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
NO CHANGE

ARTICLE 66. SINGLE MAN OPERATIONS

Section 1. ****SEE NATIONAL ECONOMIC SUMMARY****

Section 2. *NO CHANGE*

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Section 3. NO CHANGE

Section 4. NO CHANGE

Section 5. NO CHANGE

Section 6. NO CHANGE

Section 7. NO CHANGE

Section 8. NO CHANGE

ARTICLE 67. SLEEPER CAB OPERATIONS

Section 1. NO CHANGE

Section 2. NO CHANGE

Section 3. General Dispatch Rules

(a) Sleeper teams must be dispatched to their home terminal on the third dispatch unless otherwise mutually agreed to. Drivers who desire to be dispatched home on their third dispatch must so notify the Employer, in writing on forms furnished by the Employer, upon arrival at the destination of their first dispatch. Drivers who are so dispatched may be required to drop and pick at terminals that are located within the general direction of the affected driver's home terminal.

In the event drivers are not dispatched to their home terminal on the third dispatch in accordance with this provision, the drivers shall each be paid three (3) hours, which shall be in addition to all other earnings, for each additional dispatch.

Sleeper teams may pick-up and/or deliver freight and/or trailers at intermediate points on the way to the destination of the first, second, or third dispatches.

Where there is mutual agreement on the need for via dispatches, they may be worked out between the Employer and Local Union involved.

(b) If the Employer and Local Unions involved cannot agree on dispatch rules, the following will apply:

When sleeper teams are dispatched from home terminal to a break point where other sleeper cab teams of the Employer break or are domiciled, they shall be placed on a separate rotating board consisting of all away-from-home teams. They shall be dispatched back to their home terminal in the order of their arrival at the break point; provided however, that if a load destined for the team's home terminal is not available within four (4) hours after the team's arrival in the away-from-home terminal or break point, said team may be dispatched to a terminal other than its own. Upon arrival at the second designated terminal or break point, the team shall be placed on the rotating board of all away from-home drivers and may be dispatched back to their home terminal or to the terminal or break point to which they were first dispatched. Sleeper cab drivers dispatched to final destination of freight shall be placed on a rotating board at such destination point and shall have preference for dispatch on loads to home terminal if such loads are available. If no loads to the home terminal are available, such drivers shall be dispatched to points in the general direction of their home terminal off the rotating board.

Equipment Out of Service

(c) When a sleeper team is out of service at the layover point because of mechanical breakdown the team shall be paid under the provisions of the layover section of this Article unless the team is runaround. If a runaround occurs, the team shall thereafter be paid under the provisions of the breakdown Article of this Supplemental Agreement. Total free time at the layover point under this section shall not exceed thirty-two (32) hours.

Unless otherwise mutually agreed, in the event that bid or assigned equipment is out of service

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at a home terminal because of major repairs requiring the equipment to be out of service twenty-four (24) hours or longer, the drivers affected shall be afforded earning opportunity or go on breakdown pay as set forth in the agreement.

Bidding

(d) Regular Sleeper Runs are subject to seniority and bidding, to the extent that when a request is made by the Local Union to bid a Sleeper Destination the parties will jointly review and discuss the operation involved to determine establishing a bid.

Once Destination Sleeper Bids are established, such bids shall be guaranteed at the mileage rate of pay to the bid lay point and back to the home domicile. There shall be a three (3) hour penalty for each subsequent dispatch until arrival at the home domicile, provided the team designated "Home on next dispatch" (code 9) on their original dispatch at their home domicile. This does not apply to legal VIA dispatches. Both parties agree that with respect to sleeper bid destinations there may be a need to dispatch a team to destinations other than to their home domicile. The employer agrees to identify those bids subject to destination change. In the event the parties are not able to reach an agreement on bidding of sleeper runs, the issue shall be subject to the grievance procedure.

Section 4. NO CHANGE

Section 5. NO CHANGE

Section 6. NO CHANGE

Section 7. **SEE NATIONAL ECONOMIC SUMMARY**

Section 8. **SEE NATIONAL ECONOMIC SUMMARY**

Section 9. **SEE NATIONAL ECONOMIC SUMMARY**

Section 10. NO CHANGE

Section 11. NO CHANGE

Section 12. NO CHANGE

Section 13. NO CHANGE

ARTICLE 68. SPECIALIZED CONTRACTS
NO CHANGE

ARTICLE 69.
NO CHANGE

ARTICLE 70. PREIMUMS ON HAZARDOUS CARGO
NO CHANGE

ARTICLE 71. OWNER OPERATORS
NO CHANGE

ARTICLE 72. HOLIDAY PAY-LONG LINE
NO CHANGE

APPENDIX "A"
****SEE NATIONAL ECONOMIC SUMMARY****

LETTER OF UNDERSTANING
ARTICLE 57 SECTION 7

NO CHANGE