

# **SUMMARY OF TENTATIVE AGREEMENT**

## **WESTERN STATES SUPPLEMENT**

### **PART II PICK-UP AND DELIVERY LOCAL CARTAGE AND DOCK WORKERS SUPPLEMENTAL AGREEMENT COVERING DRIVERS EMPLOYED BY PRIVATE, COMMON AND CONTRACT CARRIERS**

**Two-Person  
Meeting  
Rosemont, IL**

**May 20, 2013**

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 Supplement, as applied and interpreted during the life of such Agreement.

PART II  
PICK-UP AND DELIVERY  
LOCAL CARTAGE AND DOCK WORKERS  
SUPPLEMENTAL AGREEMENT  
COVERING DRIVERS EMPLOYED BY  
PRIVATE, COMMON AND CONTRACT  
CARRIERS

For the period of:  
April 1, 2008 **2013** thru March 31, 2013-**TBD**  
In the following territory:  
California, Washington, Oregon, Nevada,  
New Mexico, Arizona, Montana, Idaho, Utah,  
Colorado and Wyoming.

**ARTICLE 57. SCOPE OF AGREEMENT – *No Change***

**Section 1. Operations Covered – *No Change***

**Employees Covered – *No Change***

**Definitions – *No Change***

**Short Line and Peddle Restrictions – *No Change***

**Section 2. Combination and Road Work – *No Change***

(a) **City Work—Road Run—Return to City during Normal Working Day – *No Change***

(b) **City Work—Road Run—No Return to City during Normal Working Day – *No Change***

(c) **Combination Short Line—Peddle Dock Employee – *No Change***

(d) **Restrictions in Use of Combination Driver Operations – *No Change***

**Section 3. Addendums to Agreements – *No Change***

**Section 4. – *No Change***

**Section 5. Injury or Illness on Duty – *No Change***

**Section 6. Records of Movements – *No Change***

**ARTICLE 58. – No Change**

**Section 1. Layoff and Recall**

For each occurrence of the Employer supplementing a shift, either with regular employees or casuals, on twelve (12) different days in a calendar month, the Employer will recall one (1) laid off employee. Premium day shifts in excess of daily absent employees already replaced will be counted as supplemental shifts towards the recall of laid-off employees. Employees on letter of layoff may be recalled on a voluntary day-to-day basis without the written notice of recall, as described above. Present practice in regard to this issue shall remain in effect subject to approval between the parties. Employees who are recalled from layoff under this provision may not again be laid off during the week following the week he was recalled. Alleged abuses of this provision shall be subject to the grievance procedure for resolution.

**Dock/PUD employees who are on layoff and CDL qualified will have the ability to work Linehaul at the driver's home domicile, where applicable, in seniority order ahead of casuals.**

**Section 2. Bidding – No Change**

**Section 3. House or Contract Accounts – No Change**

**ARTICLE 59. MEAL PERIOD – No Change**

**ARTICLE 60. GENERAL PROVISIONS – No Change**

**Section 1. Split shifts – No Change**

**Section 2. Sanitary Conditions – No Change**

**Section 3. Wreckers and Tow bar Equipment – No Change**

**Section 4. Definition of a Casual**

(a) A casual employee is an individual who is not on the regular seniority list and who is not  
(d) Four (4) hour **“dock”** casuals shall not be started after 8 a.m. for morning shifts, nor earlier than 4 p.m. for evening shifts, and further they shall not be called for less than four (4) hours work. If worked over four (4) hours, a casual shall be guaranteed eight (8) hours. Four (4) hour casuals shall not be worked on a “back to back” or overlap basis. If an Employer abuses this section through the excessive use of four (4) hour casuals to avoid payment of fringe benefits, it shall be considered a dispute to be handled through the grievance procedure.

**The employer may utilize a “driving” casual anytime within a twenty-four (24) hour day. A casual working over four (4) hours is guaranteed six (6) hours of pay and a casual**

**working over six (6) hours is guaranteed eight (8) hours of pay for the day. Such driving casuals may not work on a “back to back” or on an overlap basis.**

## **Section 6. Coffee Breaks**

All employees shall be granted a ~~fifteen (15)~~ **ten (10)** minute coffee break approximately half-way through the first half of their shift, and a ~~fifteen (15)~~ **ten (10)** minute coffee break approximately half-way through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

Time spent by the employee walking from his assigned work area to the coffee break area is included in the ~~fifteen (15)~~ **ten (10)** minute coffee break period and time spent returning to his assigned work is excluded from the ~~fifteen (15)~~ **ten (10)** minute coffee break period.

In the event an employee is worked on a early call in basis of two (2) hours or more, such employee shall be granted a ~~fifteen (15)~~ **ten (10)** minute coffee break at the beginning of their normal start time.

In addition an employee, who is required to work overtime continuous to their regular scheduled shift, shall receive a ~~fifteen (15)~~ **ten (10)** minute coffee break at the tenth (10th) hour, provided the need to work overtime will continue beyond two (2) hours.

## **Section 7. Piggy-Back Crew – *No Change***

## **Section 8. Commission Agents – *No Change***

## **Section 9. Highway Equipment Used in City Work – *No Change***

## **Section 10. Seniority Violation – *No Change***

## **Section 11. Paid-For Time – *No Change***

## **Section 12. Call-In Guarantee – *No Change***

## **Section 13. Work in Other Classifications**

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

~~A Regional Driver Training Program shall be established and in effect for the duration of the 2008-2013 National Master Freight Agreement. Such Driver Training Program shall be administered by a Letter of Understanding between the Union Chairman and the Company Chairman and/or their designees.~~

**Section 14. Work in Other Jurisdictions – *No Change***

**Section 15. Emergency Call-Back – *No Change***

**Section 16. Jiff-Lock Crew – *No Change***

**Section 17. Call Time**

(b) When successful bidders for premium day work, unassigned, and laid-off employees (whether on letter of layoff or on day to day layoff) are not available when called, they will not be called again for any work in that calendar day period.

**(c) All employees (bid employees to include both CDL and non CDL qualified, percenters and also casuals), must have ten (10) hours off duty from the end of their scheduled shift prior to their next scheduled start time.**

**Section 18. Outside Carriage and Sub-Hauler – *No Change***

**ARTICLE 61. LEASED EQUIPMENT – *No Change***

**ARTICLE 62. SPECIALIZED CONTRACTS – *No Change***

**ARTICLE 63. RATES OF PAY**

**Section 1. Wage Rates and Classifications**

**Section 2. New Hire Rates**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Section 3. Local Cartage & Short-Haul Operations – *No Change***

**Section 4. Obnoxious Cargo – *No Change***

**Section 5. Rain Gear – *No Change***

**Section 6. Triples Premium – *No Change***

## **ARTICLE 64**

### **Section 1. Work Day and Work Week**

(a) The work week shall be scheduled for five (5) consecutive days. In addition to and in conjunction with the Monday through Friday work week, the employer shall be entitled to establish **combination** bids over the weekend, with the following limitations:

- One (1) to ten (10) **total** employees will equal two (2) bids

**Starting Times – *No Change***

**Work Week Guarantees – *No Change***

**Vacation Hold down Bids – *No Change***

**Temporary Work Disruptions – *No Change***

**Casual Employees – *No Change***

### **Section 2. Overtime Sunday Work – *No Change***

**Six-Day Operations – *No Change***

**Premium Day Overtime – *No Change***

**In Addition to Guarantee – *No Change***

**After 8 and 40 – *No Change***

**Excessive Overtime – *No Change***

**Dual Work Week – *No Change***

### **Section 3. Holiday Week Guarantees – *No Change***

## **ARTICLE 65 – *No Change***

### **Section 1. – *No Change***

**(b) Application – *No Change***

**(c) Guidelines – *No Change***

### **Section 2. Breakbulk Guideline “A” (Five (5) eight (8)-hour days) – *No Change***

**Section 3. Breakbulk Guideline “B” (Four (4) Ten (10)-hour Days) – *No Change***

**Section 4. Combination Breakbulk/PUD Terminals – *No Change***

**APPENDIX “A”  
To the  
Western States Area Pick-up and Delivery,  
Local Cartage and Dock Workers Supplemental Agreement**

**JOINT COUNCIL NO. 3**

**Utah (Local Union 222)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Denver, Colorado (Local Union 17)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Colorado**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**State of Wyoming (Local 17)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Arizona, New Mexico (Local Unions No. 104 & 492)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**JOINT COUNCIL NO. 28**

**Washington and Northern Idaho (Except Seattle and Tacoma)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Seattle and Tacoma**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**JOINT COUNCIL NO. 37**

**State of Oregon**

**WAGE RATES FOR ALL LOCAL UNIONS EXCEPT LOCAL UNION NO. 81**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**JOINT COUNCIL NO. 38**

**(Except jurisdiction of Local Union No. 533, Reno, Nevada)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**Northern Nevada (Local Union No. 533, Reno)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***

**JOINT COUNCIL NO. 42**

**Southern California (Includes Local Union No. 631, Las Vegas, Nevada)**

**\*\*\*SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT\*\*\***