

## Western States Area Common Clauses Supplemental Agreement – Part I

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~~.

### **ARTICLE 40. SCOPE OF AGREEMENT** ***NO CHANGE, EXCEPT THE FOLLOWING:***

#### **Section 1. Operations Covered**

The execution of this Agreement on the part of the Employer shall cover all activity as may be presently and hereinafter engaged in by the Employer in classifications of work performed under the Western States Area Over-the-Road; Pick-up and Delivery Local Cartage; Office Employees and Automotive Shop and Truck Servicing Supplements within the jurisdiction of the Local Union signatory to such Supplemental Agreements with the Employer and signatory hereto. Except as may be otherwise provided therein, all provisions of this Common Clause ~~Master~~ Supplemental Agreement shall apply to each of the above listed Western States Supplemental Agreements.

#### **Section 3.**

The following provisions are supplemental to Article I — “Parties to the Agreement” of the National Agreement.

(a) If, subsequent to the date of execution of this Agreement, an Employer desires to become a party to this Agreement and any Supplemental Agreement, such Employer shall obtain written approval of the Western ~~Master~~ Freight Division and the Local Union or Local Unions involved or directly affected by such Agreements.

(b) An Employer who is party to this Agreement upon the date of execution of this Agreement, is also party to the certain Supplemental Agreement or Agreements under which such employer is currently performing work upon such date. An Employer however, desiring to begin work covered by a Supplemental Agreement under which he was not operating upon the date of execution of this Agreement, shall be permitted to begin work under such Supplemental Agreement only upon written approval of the Western ~~Master~~ Freight Division and the Local Union or Local Unions involved or directly affected.

(c) If, subsequent to the date of execution of this Agreement, a Local Union desires to become a party to this Agreement and any Supplemental Agreement, it shall obtain written approval of the Employer Association or Associations involved or directly affected by such agreements, as well as the Western ~~Master~~ Freight Division.

### **ARTICLE 41. PROBATIONARY EMPLOYEES AND WORK ASSIGNMENTS** ***NO CHANGE***

### **ARTICLE 42. LEAVE OF ABSENCE** ***NO CHANGE, EXCEPT THE FOLLOWING:***

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### Section 2. Personal Leave of Absence

(a) For just reason, the Employer shall grant an employee a personal leave of absence for a period not to exceed three (3) weeks. This request will be submitted to the Employer, if possible thirty (30) days prior to the start of the leave. Granting of such requests shall be made with due consideration to the number of employees requesting such personal leave, and shall be granted unless the granting of the requested leave would adversely affect the Employer's operations. The Employer will give an answer to employee's requests for a personal leave of absence within five (5) working days after receipt of the request. Personal leave(s) granted shall be limited to one (1) per employee during the term of the agreement, unless mutually agreed otherwise. All such personal leave requests shall be in writing with a copy to the Local Union.

(b) An employee desiring a leave of absence for personal reasons for a period in excess of three (3) weeks must secure prior written approval from both the Local Union and the Employer, with a copy to the Western Master Freight Division. The initial period of such leave shall not exceed a period of ninety (90) days, but may be extended for like periods upon written approval of the Employer, the Local Union, and the Joint Western Area Committee. During the period of such leave the employee shall not engage in gainful employment in the same industry unless mutually agreed to between the Employer and the Local Union.

~~Section 5. Delete in its entirety~~

~~Section 6. Delete in its entirety~~

### ARTICLE 43. SENIORITY

*NO CHANGE, EXCEPT THE FOLLOWING:*

#### Section 1.

Seniority rights for employees shall prevail. 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, 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.

### ARTICLE 44. GRIEVANCE MACHINERY COMMITTEE

*NO CHANGE, EXCEPT THE FOLLOWING:*

#### Section 1. Multi-State Committees

(a) The Employer Association in the eleven (11) Western States signatory to this Supplemental Agreement and the Union shall establish permanent joint state labor-management committees.

These Committees shall consist of a Multi-State Committee and a Joint Western Area committee. The Multi-State Committee shall meet on a regular basis, eight (8) times during each calendar year at times that will be scheduled so as to not conflict with the JWAC Hearings, unless mutually agreed to be changed by the JWAC Co-Chairman. The Joint Western Area Hearings shall be scheduled on a quarterly basis during the calendar year which will be scheduled the first full weeks in the months of February, May, August, and November.

(b) The Multi-State Committee shall at its first meeting formulate Rules of Procedure to govern the conduct of its proceedings. The Multi-State Committee shall have jurisdiction over disputes and grievances involving Local Unions, or the complaints by Local Unions, arising under the National Agreement or Agreements supplemental thereto in the respective areas of each of the Joint Councils as set forth in this Section.

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Such grievances shall be heard by panels of three (3) on each side unless the Employer and the Local Union involved and the two (2) Co-Chairmen of the Committee involved mutually agree to a lesser (but equal) number from each side.

### Section 2. Joint Western Area Committee

The Employer ~~Association~~ in the eleven Western States signatory to this Supplemental Agreement and the Union shall together create a permanent Joint Western Area Committee which shall consist of delegates from each of the areas named in Section 1 of this Article and this Committee shall meet at established times and at a mutually convenient location.

The Joint Western Area Committee shall formulate rules of procedure to govern the conduct of its proceedings as it may deem advisable.

### Section 3. Function of Committees

It shall be the function of the various committees above referred to, to settle disputes which cannot be settled between the Employer ~~and/or Employer Association~~ and the Local Unions in accordance with the procedures established in Section 1 of Article 45. All Committees established under this Article may act through sub-committees duly appointed by such Committee. Any Multi State Committee may appoint sub-committees if mutually agreed to by that Multi State Committee.

### Section 7. Examination of Records

The Local Union, Multi-State Committee or the Joint Western Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records retaining to a specific grievance.

Upon reasonable request of the Local Union, ~~and at the Union expense, if necessary,~~

photocopies of the above records will be given to the Local Union.

## ARTICLE 45. GRIEVANCE PROCEDURE *NO CHANGE, EXCEPT THE FOLLOWING:*

### Section 1. General

The Union and the Employer and/or Employer Association agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement as provided for in this Supplemental Agreement and in the National Agreement, if applicable, of any controversy which may arise. All disputes shall first be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the following procedure shall apply:

(a) The dispute then may be filed by either party with the Multi-State Committee. A majority vote of the Multi-State Committee shall be final and binding upon the parties to the dispute and the employee(s) involved, and no appeal may be taken to the Joint Western Area Committee.

Unless the Multi-State Committee agrees otherwise, only one (1) postponement shall be permitted, and if the case is not heard at the next regular meeting of the Committee, the grievance shall be deemed withdrawn without prejudice.

(b) Where a Multi-State Committee is unable to agree or come to a decision on a case, it shall at the request of the Union or the Employer be filed with the Joint Western Area Committee at the next regularly constituted session. Where the Joint Western Area Committee by majority vote settles a dispute, such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

(c) Filings of the Multi-State Committee to the Joint Western Area Committee shall set forth the position and facts relied upon by each party, but each party may supplement such filings at

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the hearing before the Joint Western Area Committee.

(d) All matters pertaining to the interpretation of any provisions of this Agreement may be referred by the State Secretary for the Union or the State Secretary for the Employers at the request of either the Employer or the Unions, parties to the issue, with notice to the other Secretary, to the Joint Western Area Committee at any time for final decision. At the request of the Employer or Union Representative, the Joint Western Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(e) Deadlocked cases which pertain to an alleged violation of any Article of the Western States Area Common Clauses, Pick-Up and Delivery Local Cartage and Dock Workers, Over-the-Road Motor Freight, Automotive Shop and Truck Servicing and Office Employees Supplemental Agreements shall be referred to the Joint Western Area Review Committee (JWAR) in accordance with the applicable provisions of the NMFA and the JWAC "Rules of Procedure." If not resolved by the JWAR, the case shall then be referred to the National Grievance Committee for resolutions, in accordance with the provisions of Article 8 of the NMFA.

Decisions rendered in accordance with the provisions of the Sub Section (e) shall be final and binding on the Employer, the Union and the Grievant(s) involved.

(f) Failure of any Joint Committee to meet without fault of the complaining side, or refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision at any stage, withdraws the benefits of Article 45. Upon failure of either party to have a representative present at the time its case(s) is to be heard, the Committee shall hear the case and render a decision.

(g) The procedures set forth herein may be invoked only by the authorized Union representatives or the Employer, ~~and/or Employer Association.~~

### **ARTICLE 46. GENERAL DISCHARGE OR SUSPENSION**

***NO CHANGE, EXCEPT THE FOLLOWING:***

#### **Section 2. Warning Notices**

(a) A warning notice shall not remain in effect for a period of more than nine (9) months from the date of occurrence, which gave rise to such warning notice. Warning notices, to be considered as valid, must be issued within ten (10) days exclusive of Saturday, Sunday and holidays after the occurrence of the violation claimed by the Employer in such warning notice. Warning letters shall be specific, not general, in nature as to alleged violation (i.e., time, date, place, and nature of violation).

#### **Discharge or Suspension**

(b) Discharge or suspension must be by proper written notice to the employee and the Union affected within ten (10) days exclusive of Saturday, Sunday and holidays of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension; provided however, when additional time is needed to investigate an accident this ten (10) day period may be extended by thirty (30) **calendar** days upon timely notification to the Local Union (accident only) and provided further where dishonesty is involved, the discharge or suspension notice must be within thirty (30) calendar days of the Employer obtaining verifiable evidence of the alleged dishonesty. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove an injustice has been done an employee, he shall be reinstated. The Multi State Committee or the Joint Western Area Committee shall have the authority to

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order full, partial or no compensation for time lost.

When an employee is suspended, or where a discharged employee is returned to work by decision of any grievance committee, the Employer shall pay the applicable Health and Welfare contributions so that there is no break in coverage. Pension contributions shall not be required on any hours for which the employee did not receive compensation under a decision rendered by any grievance committee.

The Multi State Committee or the Joint Western Area Committee shall have the authority in its hearing process to accept or reject any or all arguments pertaining to the issues in each case, including but not limited to timeliness, whether or not proper before the Committee, etc., and further, to order full, partial, or no compensation for time lost.

### **ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES** ***NO CHANGE***

### **ARTICLE 48. PAY PERIOD** ***NO CHANGE, EXCEPT THE FOLLOWING:***

#### **Section 5. Rejected Claims**

~~The employee must note any claim on his own time card during the shift such claim occurs.~~ In the case of time claimed by the employee but disallowed by the Employer, a full detailed written and dated explanation must be given to the employee within fourteen (14) days of the date the claim was submitted.

### **ARTICLE 49. FUNERAL BEREAVEMENT LEAVE**

In the event of a death in the family, a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the

services/funeral, subject to the following provisions:

(a) The relatives designated shall include grandparents, father, mother, wife, husband, brother, sister, daughter, son, brothers and sisters having one parent in common; and those relationships generally called "step," providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

(b) To be eligible for ~~funeral~~ bereavement leave, the employee must attend, or make a bona fide effort to attend the services/funeral.

(c) Pay for compensable ~~funeral~~ bereavement leave shall be for eight (8) hours at the straight-time hourly rate.

(d) Funeral leave is not compensable when the employee is on leave of absence, vacation, and bona fide layoff or for days falling outside the employee's regular work week.

(e) When it is necessary to travel in excess of 350 miles to attend a qualifying services/funeral, the day following the services/funeral may be included as one (1) of the three (3) days paid ~~funeral~~ bereavement leave and in addition the employee is eligible for one (1) additional day of non-paid leave.

### **ARTICLE 50. VACATIONS** ***NO CHANGE, EXCEPT THE FOLLOWING:***

#### **Section 3. Pro-rata Vacations**

An employee who has completed one year of service or more and who quits or who is discharged before the completion of any following year of employment shall be entitled to a pro-rated vacation pay allowance upon

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severance of employment, computed upon the same formula he would have received had he completed such year of employment. Pro-rated vacation pay shall be paid with final check upon severance of employment.

Laid off employees who are qualified to receive pro-rata vacation pay at the time of layoff shall have the option of collecting accumulated pro-rata vacation pay for the portion of the employment year worked at the end of thirty days following date of such layoff.

Where an employee has been on layoff status for more than six (6) months (180 days), he shall not be credited for a year of service in establishing weeks of vacation entitlement. However, such employee shall be entitled to a pro-rata vacation allowance based upon his earnings for the portions of the year worked. Original seniority date shall remain the same.

~~In the event the employee's pro-rata vacation pay is less than three hundred (\$300.00) dollars for each week of vacation entitlement because earnings during the vacation qualifying year were reduced due to a long term lay off and/or illness or injury leave of absence, the employee may at his/her option, elect to work any full week of such earned vacation and such election shall not be considered a violation of any provision of the NMFA or the Western States Supplemental Agreements.~~

### Section 4. General Provisions

Time lost through sickness or injury, and time off on leave of absence granted by the Employer, is not to be deducted from the employee's accrued time for vacation benefits.

All vacations earned must be ~~taken~~ **utilized** by employees. An employee, after qualifying for such vacation and upon giving reasonable notice of not less than one (1) week, shall be given his vacation pay before starting his vacation.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of employees, consistent with the efficient operation of the Employer's business.

In the case of the death of an employee who is qualified for vacation pay, all such pay due to the employee shall be paid to the employee's beneficiary.

### Section 5. Vacation Schedule

Past practice shall prevail both as to the time of taking vacations and the number of employees entitled to be off on vacation at any time; provided, however, that a minimum of 10% of each seniority list shall be permitted to go on vacation each week.

Vacation schedules shall be posted for the purpose of vacation selection, by seniority, for the period of February 1st thru March 15th of each year, or by mutual agreement.

Employees shall be allowed to split earned vacation in full week increments, other than as herein provided, and the number of times an employee is allowed to split vacation time shall be restricted only by the amount of vacation the employee has accrued. In the event an employee elects to split accrued vacation, such employee shall not be allowed to exercise seniority for selection of vacation time beyond his first choice until such time as all other affected employees have had the opportunity to select their first choice and continuing in this manner until all split vacations have been selected, unless otherwise mutually agreed to. In addition, employees may elect to schedule up to two (2) weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following:

**(a) In the absence of a past practice or policy to the contrary, an Employee** must notify Employer at the time of the annual

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bid of his/her election to schedule either one (1) week or two (2) weeks of accrued vacation in incremental days.

(b) Employee must notify Employer prior to the date the employee elects to schedule the first day of such vacation in accordance with established Employer policies for receiving vacation pay on the payday prior to the start of a scheduled incremental vacation. Vacation payment for incremental vacation days shall be paid in full weekly amounts for each scheduled incremental week, unless otherwise mutually agreed to. The scheduling of the remaining days of these weeks accrued vacation shall be in accordance with established vacation scheduling procedures. The scheduling of incremental days shall be subject to the number of employees requesting such time off, including the number of employees who had previously scheduled a Personal Holiday. Granting of incremental vacation days shall be on a seniority basis and the number of employees allowed to schedule incremental days shall not be unreasonable.

### **Section 8. Paid Time Off Bank State Sick Leave Requirements**

~~All employees with monies in the Paid Time Off Bank shall be paid the entire balance within thirty (30) days of ratification of the Agreement.~~  
**In addition to the contractual requirements herein, the Company will comply with all applicable state and local law requirements concerning the accrual and use of sick leave.**

#### **ARTICLE 51. HOLIDAYS**

*NO CHANGE*

#### **ARTICLE 52. HEALTH AND WELFARE**

*NO CHANGE*

#### **ARTICLE 53. PENSION**

*NO CHANGE*

#### **ARTICLE 54. SUPPLEMENTAL PENSION** *NO CHANGE*

#### **ARTICLE 55. COMPANY RULES** *NO CHANGE*

#### **ARTICLE 56. TERMINATION CLAUSE** *NO CHANGE*

#### **LETTER OF UNDERSTANDING** *NO CHANGE*