

Western States Area Pick-up and Delivery, Local Cartage, and Dock Workers Supplemental Agreement – Part II

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 II PICK-UP AND DELIVERY LOCAL CARTAGE AND DOCKWORKERS SUPPLEMENTAL AGREEMENT

ARTICLE 57. SCOPE OF AGREEMENT ***NO CHANGE***

ARTICLE 58. ***NO CHANGE, EXCEPT THE FOLLOWING:***

Section 1. Layoff and Recall

(a) When it becomes necessary to reduce the work force the last employee hired shall be laid off first and when the force is again increased, the employees shall be returned to work in the reverse order in which they were laid off. Such layoff notice shall be in writing with a copy to the Local Union. This does not apply to day-to-day layoffs, however, the burden of proving notification shall rest with the Employer.

(b) A laid off employee shall be given written notice of recall when a full-time job is available by certified mail addressed to his last known address on file with the Employer with a copy to the Local Union. Such employee must respond to such notice within seven (7) days after the date of the postmark and actually report to work within five (5) additional days. If an employee fails to comply with these recall provisions, he shall lose all seniority rights unless otherwise agreed to in writing on a case-by-case basis by

the Employer, the Local Union and the particular employee involved. The copy of the recall notice sent to the Local Union need not be sent by certified mail, and proof of mailing to the employee shall be sufficient to justify the loss of seniority if the employee fails to comply with these recall provisions.

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. **Laid-off CDL qualified employees will be allowed to work**

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linehaul at the employee's home domicile ahead of casuals.

ARTICLE 59. MEAL PERIOD
NO CHANGE

ARTICLE 60. GENERAL PROVISIONS
NO CHANGE, EXCEPT FOR THE FOLLOWING:

Section 4. Definition of Casual Employee

(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.

At end of the line terminals there shall be no restriction as to the start times during the day for four (4) hour driving casuals. If worked over four (4) hours they are guaranteed six (6) hours. If worked over six (6) hours the eight (8) hour guarantee applies.

ARTICLE 61. LEASED EQUIPMENT
NO CHANGE

ARTICLE 62. SPECIALIZED CONTRACTS
NO CHANGE

ARTICLE 63. RATES OF PAY
NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. ****SEE NATIONAL ECONOMIC SUMMARY****

ARTICLE 64.
NO CHANGE

ARTICLE 65.
Section 1. *NO CHANGE, EXCEPT THE FOLLOWING:*

Section 5. Utilization of CDL Qualified Drivers

On their premium days, CDL qualified employees at their option may be utilized to supplement the linehaul operation with the following provisos:

- 1. Only runs which are meet and turns or turns**
- 2. The Driver must be back at the home terminal and rested to protect their bid start**
- 3. The Driver must be able to comply with mandatory D.O.T. hours and rest regulations**
- 4. The Board must be exhausted and all extra board drivers are to be protected on a one for one basis in the dispatch day**
- 5. All runs will be considered as supplemental**
- 6. Any current agreement on this issue in effect will remain in effect and unchanged**

APPENDIX “A”
****SEE NATIONAL ECONOMIC SUMMARY****