

WESTERN STATES AREA AGREEMENT PART I – COMMON CLAUSES

For the Period: ~~April 1, 2018~~ July 1, 2023 to June 30, ~~2023~~ 2028

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**. Deleted language is ~~struck through~~.

In the following territory:

**California, Washington, Oregon, Nevada,
New Mexico, Arizona, Montana, Idaho,
Utah, Colorado and Wyoming**

ABF FREIGHT SYSTEM, INC. (hereinafter referred to as the "Employer" or "Company" or "ABF") and The WESTERN MASTER FREIGHT DIVISION and LOCAL UNION's affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "UNION," agree to be bound by the terms and provisions of this Agreement.

This Common Clause Western Supplemental Agreement is supplemental to and becomes a part of the ABF National Master Freight Agreement hereinafter referred to as the "ABF National Master Agreement" for the period commencing ~~April 1, 2018~~ July 1, 2023 and shall prevail over the specific terms of that Agreement only to the extent specifically provided therein.

ARTICLE 40. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 41. PROBATIONARY EMPLOYEES AND WORK ASSIGNMENTS

NO CHANGE

ARTICLE 42. LEAVE OF ABSENCE

NO CHANGE

ARTICLE 43. SENIORITY

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

Section 1.

Seniority rights for employees shall prevail. Seniority shall be broken by discharge, voluntary quit, **retirement**, unauthorized absence for reasons other than provided for in Article 42, layoff for more than five (5) years or failure to respond to a notice of recall as provided in the Supplemental Agreements, **or failure to report for work from a 72 hour notice from receipt or first attempted delivery of the certified letter, exclusive of Saturdays, Sundays or holidays** or as otherwise provided in Article 42.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEE

NO CHANGE

ARTICLE 45. GRIEVANCE PROCEDURE

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

Section 1. General

Time Limitation

(h) All grievances, claims and disputes shall be submitted to the Multi State Committee **and the Employer** within forty-five (45) days of the occurrence of the matter upon which the grievance, claim or dispute is based. Any such grievance, claim or dispute not submitted within such time shall be waived unless the Multi State Committee by majority vote for good cause accepts such submission, or unless either party has intentionally concealed the facts upon which the grievance claim or dispute is based.

ARTICLE 46. GENERAL DISCHARGE OR SUSPENSION

NO CHANGE, EXCEPT AS LISTED BELOW:

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~~ **must be presented/mailed or postmarked no later than 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).

Section 5. Reasonable Direct Order

If the employee continues to refuse to follow the order he/she shall be issued a written warning letter **within ten (10) days of the date of** refusal advising that continued refusal shall be considered as a voluntary termination and removal from the seniority list and shall further be advised he/she is given a fifteen minute "cooling off" period to discuss this issue with his Union Representative, and if a representative is not available another bargaining unit employee who is available.

Section 7.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 48. PAY PERIOD

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 1.

(f) In the event of a payroll shortage equal to or greater than a full days pay the Employer shall issue a draft upon **written** request of the employee. Such draft shall be available by the end of the business day following the day the shortage was due.

ARTICLE 49. FUNERAL LEAVE/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 funeral, subject to the following provisions:~~

~~(a) The relatives designated shall include 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 leave, the employee must attend, or make a bona fide effort to attend the funeral.~~

~~(c) Pay for compensable funeral 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 funeral, the day following the funeral may be included as one (1) of the three (3) days paid funeral leave and in addition the employee is eligible for one (1) additional day of non-paid leave.

In the event of a death in the family (father, mother, wife, husband, brother, sister, son or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of three hundred fifty (350) miles, and such day after the funeral would otherwise have been a compensable workday for the employee. To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend the funeral, funeral burial, cremation, or other memorial service including but not limited to a later scheduled celebration of life remembrance. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker's compensation, or jury duty. The relatives designated shall include 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. In the event of a death of an employee's current Mother-in-law, Father-in-law or Grandparent and Grandchild the

employee will be compensated one (1) day's pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision.

ARTICLE 50. VACATIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 5. Vacation Schedule

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 vacations have been selected, unless otherwise mutually agreed to. In addition, employees may elect to schedule up to ~~two (2)~~ **three (3)** weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following:

(a) Employee must notify Employer at the time of the annual bid of his/her election to schedule either one (1) week, ~~or two (2) weeks~~ **or three (3) weeks** of accrued vacation in incremental days.

ARTICLE 51. HOLIDAYS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2.

SEE NATIONAL ECONOMIC SETTLEMENT

Section 6.

When the Employer elects to perform work on December 24th, or the day after

Thanksgiving, such work opportunity shall be offered on a seniority basis to those employees whose regular workweek includes such holidays as a scheduled workday, including non-guaranteed employees, provided such holiday would not be a sixth (6th) or seventh (7th) day worked, and if not filled in this manner shall then be filled as any other replacement absentee. **The Employer shall also have the right to force employees, beginning with the most junior employees and continuing in this manner until all work opportunities are filled. Employees forced to work on a straight-time holiday shall be paid at one and one half (1 ½) the regular rate of pay.**

Supplemental Negotiating Committees, is for the purpose set forth hereinafter. Employees who accept full time employment with a Local Union in a position that is not subject to the terms of Article 21 of the NMFA shall be granted an authorized leave of absence during the period of such employment without discrimination or loss of seniority and without pay. Such leave of absence shall terminate at the time the employee terminates their employment with the Local Union.

ARTICLE 52. HEALTH AND WELFARE

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 53. PENSION

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 54. SUPPLEMENTAL PENSION

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 55. COMPANY RULES

NO CHANGE

ARTICLE 56. TERMINATION CLAUSE

NO CHANGE

LETTER OF UNDERSTANDING

This Letter of Understanding entered into during the course of the 2008 NMFA Negotiations (and reaffirmed during the ~~2018-2023~~ **2023-2028** ABF National Master Agreement negotiations) by the respective Union and Employer Western States Area