

WESTERN STATES SUPPLEMENT PART II PICK-UP AND DELIVERY LOCAL CARTAGE AND DOCK WORKERS SUPPLEMENTAL AGREEMENT

For the Period of April 1, ~~2013~~2018 to March 31, ~~2018~~ June 30, 2023

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, herein after referred to as the "UNION," agree to be bound by the terms and provisions of this Agreement.

This Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement is supplemental to and becomes a part of the ABF National Master Freight Agreement, hereinafter referred to as the "ABF Master Agreement" for the period commencing ~~April 1, 2018~~ **July 1, 2023**, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 57. SCOPE OF AGREEMENT

NO CHANGE

ARTICLE 58.

*NO CHANGE, EXCEPT AS LISTED
BELOW:*

~~Section 3. House or Contract Accounts~~

~~A House or Contract account is a situation where an employee works full time for a particular customer of the Employer and is totally under the control of the customer.~~

~~(a) There shall be no requirement upon the employer to post House or Contract accounts for bidding except for new positions and/or vacancies. Employees on House or Contract accounts may bid off only at the time of the annual bids. However, if the House or Contract account customer rejects in writing, the employee who successfully bid or is on the House or Contract account that employee shall return to the Company and exercise his full company seniority.~~

~~Any employee on layoff at the House or Contract account or terminal who has been laid off thirty (30) calendar days (except as provided below) shall have the right to bump, providing he has equal or more terminal seniority than the House or Contract account~~

or terminal employee. The following examples apply to laid-off terminal and other House or Contract account employees:

1. Employee "A" has ten (10) years terminal seniority; Employee "B" has ten (10) years House or Contract seniority; "A" can bump "B."
2. Employee "A" has ten (10) years terminal seniority; Employee "B" has ten (10) years and one (1) day House or Contract seniority; "A" cannot bump "B."
3. Employee "A" has a terminal seniority date January 1, 1963, and bids a House or Contract account January 1, 1965; Employee "B" has terminal seniority January 1, 1965; "B" cannot bump "A."
4. Employees "A" and "B" have terminal seniority dates of January 1, 1965, "A" remains at the terminal; "B" bids to a House or Contract account January 1, 1967. If "A" is ahead of "B" on the terminal seniority list, then "A" may bump "B" at the House or Contract account.

(b) Days worked by laid-off employees for vacations, absentee replacements or where employees have worked in their rightful position of seniority less than five (5) days (in a month) will not break the thirty (30) day waiting period. Any employee removed from a House or Contract account permanently except for suspension or discharge, shall immediately dovetail his full terminal seniority into the terminal.

(c) In the event the House or Contract account customer does not control starting times, overtime, premium work or equipment assignment, then House or Contract account seniority shall prevail. House or Contract accounts or terminal employees on a day-to-

day layoff shall have rights to work ahead of casuals. The 8 in 24 provisions of the Agreement does not apply to House or Contract accounts.

(d) When working conditions improve, permitting the senior employee or employees to return to their former job, the House or Contract account employee shall claim and return to his former job and the bumped employee shall return also to his former job or to a position on the extra board according to his seniority.

(e) Employees of a cartage company on a House or Contract account which is lost in any manner to any company shall go with the account with full House or Contract account seniority and full company seniority for vacation benefits. In the event any employees do not elect to go with the successor company party to this Agreement they shall be retained by their employer in accordance with their full terminal seniority. If such successor company is not a party to this Agreement, the Local Union shall attempt to negotiate for such employees with said Successor Company. Overtime and premium day House or Contract account work shall be performed by House or Contract account employees.

ARTICLE 59. MEAL PERIOD

NO CHANGE

ARTICLE 60. GENERAL PROVISIONS

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 17. Call Time

(a) Unassigned regular employees used to augment the work force or regular employees who are successful bidders for premium day work shall be notified of their start time between the second and third hour before such start time for work whenever

possible unless prior arrangements have been made. All regular employees, laid-off employees, (whether on letter of layoff or day to day layoff), that are called for daily work shall be given two (2) calls, with a minimum of seven (7) minutes between calls. The second call shall be verified by a bargaining unit employee before the employee is bypassed for work. The work call shall be made to one number only, which has been submitted in accordance with the terminals' procedures. This does not prevent the employer from calling additional employees to replace no show absentees up to the normal start time. When an employee calls off work for any reason, the employee shall notify the Company by telephone at a minimum between the second and third hour before their respective start time or be subject to discipline.

every effort to honor an employee's request not to work overtime and shall not arbitrarily deny such requests. However, if overtime is required and an employee has signed the list, that he not work overtime, said employee shall not be forced to work more than two hours overtime. However, in those cases where a driver may be away from the terminal completing his assignment at the end of his two hours overtime, he cannot return to the terminal on his own but may be required to complete such assignment. On so-called "clean-up nights", the last shifts worked in a five or six day work week, the overtime restrictions shall be three hours. If daily overtime continuous to a regular scheduled shift is required, the Employer will ~~make every effort to~~ notify employees prior to their last scheduled break so employees will have an opportunity to make necessary calls during the break time.

ARTICLE 61. LEASED EQUIPMENT

NO CHANGE

ARTICLE 65.

NO CHANGE

ARTICLE 62. SPECIALIZED CONTRACTS

NO CHANGE

APPENDIX "A"

To the Western States Area Pick-up and Delivery, Local Cartage and Dock Workers Supplemental Agreement

ARTICLE 63. RATES OF PAY

SEE NATIONAL ECONMICS PACKAGE

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 64.

NO CHANGE, EXCEPT AS LISTED BELOW:

Section 2. Overtime Sunday Work

Excessive Overtime

(h) An employer will post a list for any employee who does not want to work overtime. Such list must be signed at the start of the shift. An employer must make