

## WESTERN SUPPLEMENT PART III OVER-THE-ROAD MOTOR FREIGHT SUPPLEMENTAL AGREEMENT

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.**

### ARTICLE 58.

NO CHANGE

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 Over-the-Road 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 59. SENIORITY

NO CHANGE, EXCEPT AS LISTED  
BELOW:

#### **Section 1.**

Seniority shall be broken by discharge, voluntary quit, ~~retirement~~, 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, mandatory retirement, failure to respond to a notice of recall as provided in Section 2 (b) below, or as provided in Article 42.

#### **Section 3. Bidding**

(a) A minimum of ~~sixty-five~~ **seventy-five** percent (~~65~~**75**%) regular runs, new positions and "vacation hold downs" are subject to seniority and shall be bid or assigned in accordance with agreed upon bidding and/or dispatch rules. **Sixty-five percent (65%) of the above percentage of bid will be bid as destination/area destination bids. The**

**remaining ten percent (10%) of the bids will be bid as open bids, specific to a lay or turn point.** This is not intended to take away higher bid percentages already agreed to between the Company and Local Union(s). The number of "vacation hold down" bids shall be determined by the number of supplemental drivers added to the regular seniority list under the provisions of Article 3, Section 2 (b), of the NMFA. Disputes regarding bidding and/or dispatch rules are subject to the grievance procedure. Posting of bids shall be at a conspicuous place so that all eligible employees will receive notice of the vacancy, run or position open for bid. There shall be a general bid semi-annually, unless otherwise mutually agreed.

#### **Section 4. House or Contract Accounts**

~~House or Contract Accounts in Over-the-Road operations shall abide by the provisions of Article 58, Section 3, of the WSA Pickup and Delivery Local Cartage and Deck Workers Supplemental Agreement.~~

#### **Section 5 4. Extra Equipment**

#### **ARTICLE 60. MEAL PERIOD**

*NO CHANGE, EXCEPT AS LISTED BELOW:*

Drivers shall, except by mutual agreement, be allowed one (1) continuous hour for meals, but in no event less than thirty (30) minutes, nor more than one (1) hour in each ten (10) hour period. No driver shall be compelled to take more than ~~one (1)~~ continuous **one half (1/2)** hour during such period nor compelled to take any part of such continuous hour before he has been on duty four (4) hours or after he has been on duty six (6) hours. Meal periods shall not be compulsory at terminals where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where

there is no accessible eating-place.

#### **ARTICLE 61. FURNISHED TRANSPORTATION AND LODGING**

*NO CHANGE*

#### **ARTICLE 62. GENERAL PROVISIONS**

*NO CHANGE*

#### **ARTICLE 63. BREAKDOWNS OR IMPASSABLE HIGHWAYS**

*NO CHANGE, EXCEPT AS LISTED BELOW:*

On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent in such delays, commencing with the first (1st) hour or fraction thereof, but not to exceed ~~eight (8)~~ **ten (10)** hours out of each twenty-four (24) hour period, except that when a driver(s) is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. When a driver is relieved from duty, he shall in addition be furnished clean, comfortable, sanitary lodging. When a driver is held longer than ~~eight (8)~~ **ten (10)** hours after being relieved from duty he shall be furnished meals. Drivers put to bed and held more than ~~eight (8)~~ **ten (10)** hours, the first meal shall be \$~~10.00~~ **15.00**, five hours later it shall be \$~~10.00~~ **15.00**, five additional hours later it shall be \$~~12.00~~ **17.00**. No more than three (3) meals shall be paid in any twenty-four (24) hour period.

#### **ARTICLE 64. OBNOXIOUS CARGO**

*NO CHANGE*

#### **ARTICLE 65. PICK-UP AND DELIVERY LIMITATIONS**

*NO CHANGE*

**ARTICLE 66. SINGLE MAN OPERATIONS**

**Section 1. Mileage Rates of Pay**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 2. New Hire Rates**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 3. Hourly Rates of Pay Long Line Operations**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 4. Short Line Hourly Rates**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 5. Turnaround Operations**

NO CHANGE

**Section 6. Guarantees**

NO CHANGE

**Section 7. Layover Pay**

For the next ~~eight (8)~~ **ten (10)** hours, beginning with the start of the fifteenth (15th) hour after arrival at the layover point, at the regular hourly rate of pay, with a minimum guarantee of two (2) hours if not dispatched at the beginning of the fifteenth (15th) hour.

For the next ten (10) hours - no pay. For the next ~~eight (8)~~ **ten (10)** hours at the applicable regular hourly rate of pay, and continuing on the same basis for each ~~eighteen (18)~~ **fourteen (14)** hours of continuing layover.

**Abuse of Free Time**

(c) Drivers shall be paid a ~~ten-dollar (\$10.00)~~ **fifteen dollar (\$15.00)** meal allowance when on layover as described below:

**ARTICLE 67. SLEEPER CAB OPERATIONS**

NO CHANGE, EXCEPT AS LISTED BELOW:

**Section 7. Mileage Pay and Subsistence**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 8. Paid for Time**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**Section 9. New Hire Rates**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 68. SPECIALIZED CONTRACTS**

NO CHANGE

**ARTICLE 69.**

NO CHANGE

**ARTICLE 70. PREMIUMS ON HAZARDOUS CARGO**

NO CHANGE

**ARTICLE 71. OWNER OPERATORS**

NO CHANGE

**ARTICLE 72. HOLIDAY PAY — LONG LINE**

NO CHANGE

**APPENDIX "A"**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

Letter of Understanding

Article 57 Section 7 (a) second  
paragraph

Records of Movements

*NO CHANGE*