

WESTERN STATES PART IV AUTOMOTIVE SHOP & TRUCKING SERVICE 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.**

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 Automotive Shop Truck Servicing 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 1. Breaks in Seniority Layoff & Recall

Seniority rights for regular employees shall prevail. Seniority shall be broken by discharge, voluntary quit, ~~retirement~~, unauthorized absence for reasons other than provided for in Article. 42 ~~in excess of 182 days~~, layoff for more than five (5) years and failure to respond to a notice of recall as provided in subparagraph Sec. 2(b) below, or as provided in Article 42.

ARTICLE 59. MEAL PERIODS

NO CHANGE

ARTICLE 60. GENERAL PROVISIONS

NO CHANGE

ARTICLE 61. TANK AND EQUIPMENT

NO CHANGE

ARTICLE 62. PAID FOR TIME

NO CHANGE

ARTICLE 63. RATES OF PAY

Section 1. New Hires Rates

SEE NATIONAL ECONOMIC SETTLEMENT

Section 2.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 64. JOB DESCRIPTIONS

NO CHANGE

ARTICLE 65.

NO CHANGE

ARTICLE 66.

NO CHANGE

LETTER OF UNDERSTANDING

This Letter of Understanding entered into this 5th of December 2002, by and between the Teamsters WSA Shop Supplemental Negotiation Committee, and the Western Motor Carriers, Inc. WSA Shop Negotiating Committee, shall become effective April 1, 2003.

In all shops employing Teamster mechanics and/or service employees, the Employers covered by this Letter of Understanding agree to maintain the number of Teamster mechanics and/or service employees on each of the applicable seniority lists at each shop location as those lists are constructed as of December 5, 2002, or as those may

increase due to the hiring of additional supplemental shop employees during the term of the 2003 NMFA; excluding however, any new hire that is hired to replace an employee who is absent because of a long term disability. Provided, however, it shall not be a violation of the terms of this Letter of Understanding when the number of Teamster mechanics and/or servicemen at any given location is reduced as a result of a Change of Operations decision and/or when a layoff of Teamster mechanics and/or servicemen is necessary because of a loss of business that has a direct effect on the maintenance operation, in which case the Employer shall not be allowed to subcontract over flow work to a vendor during the period of such layoff. It is understood and agreed that the use of vendors to perform overflow work that has normally been done by Teamster mechanics after reasonable overtime has been offered to affected Teamster mechanics/service employees at the affected location is not a violation of this Letter of Understanding or the terms of the Labor Agreement. The training programs that are presently in existence at the shop locations will remain in effect for the term of the 2003 NMFA.

The terms and conditions of this Letter of Understanding are not intended to change or modify the manner in which lease equipment repairs, accidents, and warranted work is presently performed or to modify in any manner those written agreements between each of the respective signatory Local Union and Employers relative to the use of outside vendors.

The parties agree that the above LOU is to be reaffirmed and remain in effect during the duration of the ~~2018~~ **2028** ABF NMFA.