

**ABF
NATIONAL MASTER
FREIGHT AGREEMENT
AND
WESTERN AREA
SUPPLEMENTS**



**For the Period of July 1, 2023
through June 30, 2028**



2023-2028 ABF NMFA and Western Area Supplements

ABF WESTERN STATES AREA
PART I
COMMON CLAUSES
SUPPLEMENTAL AGREEMENT



For the Period of July 1, 2023
through June 30, 2028

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WESTERN STATES AREA AGREEMENT

PART I COMMON CLAUSES

**For the period:
July 1, 2023 through June 30, 2028**

**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 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

Section 1. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all activity as may be presently and hereinafter engaged in by the Employer in classifications of work performed under the Western States Area Over-the-Road; Pick-up and Delivery Local Cartage; Office Employees and Automotive Shop and Truck Servicing Supplements within the jurisdiction of the Local Union signatory to such Supplemental Agreements with the Employer and signatory hereto.

Except as may be otherwise provided therein, all provisions of this Common Clause Master Supplemental Agreement shall apply to each of the above listed Western States Supplemental Agreements.

Section 2.

No new Addendums to this Supplemental Agreement shall be negotiated without the approval of a Committee (to be a subcommittee of the Joint Western Area Committee provided for in Article 44) comprised of an equal number of Union Representatives and Employer Representatives. Such a Committee shall have the authority to grant relief from past practices and maintenance of standards cases filed under Rules of Procedure established by the Joint Western Area Committee.

Section 3.

The following provisions are supplemental to Article I—“Parties to the Agreement” of the National Agreement.

(a) If, subsequent to the date of execution of this Agreement, an Employer desires to become a party to this Agreement and any Supplemental Agreement, such Employer shall obtain written approval of the Western Master Freight Division and the Local Union or Local Unions involved or directly affected by such Agreements.

(b) An Employer who is party to this Agreement upon the date of execution of this Agreement, is also party to the certain Supplemental Agreement or Agreements under which such employer is currently performing work upon such date. An Employer however, desiring to begin work covered by a Supplemental Agreement under which he was not operating upon the date of execution of this Agreement, shall be permitted to begin work under such Supplemental Agreement only upon written approval of the Western Master Freight Division and the Local Union or Local Unions involved or directly affected.

(c) If, subsequent to the date of execution of this Agreement, a Local Union desires to become a party to this Agreement and any Supplemental Agreement, it shall obtain written approval of the Employer

Association or Associations involved or directly affected by such agreements, as well as the Western Master Freight Division.

Section 4. Failure to Remit

The following provisions are supplemental to Article 3, Section 3, of the National Agreement.

(a) Failure of an Employer to remit to the Union the monies deducted from employees within two (2) weeks after deductions are made, shall give the Union the right to take such action as it deems necessary including striking the Employer's operations until such monies are paid to the Union.

Existing Procedures

(b) In all cases where such deductions are being made by any Employer with respect to one or more Local Unions as of the effective date of this Agreement, the existing procedure will be continued in effect even though the condition respecting the invalidity of Union membership requirements as referred to in Article 3, Section 1 (b) of the National Agreement is not applicable.

Section 5. Notification to the Union

The following provisions are supplemental to Article 3, Section 2, of the National Agreement.

Within seven (7) days from the date of hiring of a new employee, the Employer will give to the Union in writing the following information: (1) name, home address and Social Security number of the newly hired employee; (2) date employee was hired. Upon request from the Local Union the employer shall update this list on an annual basis by furnishing the employee's address of record and telephone number, if available.

A monthly list of all extra and or casual employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show (1) the employee's name and address; (2) Social Security number; (3) the days and dates worked; and (4) the classification of work performed.

Section 6. Personalized Rates of Pay

The following provision is supplemental to Article 6 “Maintenance of Standards” of the National Agreement.

Individual employees covered by this Agreement who are receiving a personalized base rate of pay in excess of that provided for in former agreements, shall continue to receive the across-the-board increases in the amounts provided in agreements supplemental hereto at the time such increases are due. It is mutually understood and agreed that this provision applies to individual employees covered by this Agreement who have received a rate of pay in excess of similarly classified employees.

This provision shall likewise apply to individual employees who have received a personalized rate for performing work in multiple classifications under this Agreement, and Agreements supplemental hereto, so long as such employees continue to perform work in any one of such multiple classifications. This provision shall not apply, however, to the individual employee performing work in a classification other than that for which such personalized rate was established.

ARTICLE 41. PROBATIONARY EMPLOYEES AND WORK ASSIGNMENTS

Section 1. Probationary Employees

(a) A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty-day trial basis with the individual Employer, during which period he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After thirty days the employee shall be placed on the regular seniority list.

In case of discipline within the thirty-day period, the Employer shall notify the Local union in writing.

Casual employees shall not come under this provision.

Employment Agency Fees

(b) If employees are hired through an employment agency the Employer is to pay the employment agency fee. However, if the Union was given equal opportunity to furnish employees under Article 3, Section (1) (c), and if the employee is retained through the probationary period, the fee need not be paid until the 31st day of employment.

Section 2. Work Assignments

The Employers agree to respect the jurisdictional rules of the Union and shall not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work of the employees in said units. This is not to interfere with bona fide contracts with bona fide unions.

ARTICLE 42. LEAVE OF ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided forty-eight (48) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to lack of available employees. This section shall not apply to employees accepting regular full-time employment with the Union.

When a grievant and/or shop steward who originally processed the grievance involved attend the Multi-State and/or the JWAC hearings at the time the grievance is heard and as a result they miss a day's work, this shall not be considered as broken guarantee for purpose of premium day work opportunity.

Section 2. Personal Leave of Absence

(a) For just reason, the Employer shall grant an employee a personal leave of absence for a period not to exceed three (3) weeks. This request will be submitted to the Employer, if possible thirty (30) days prior to the start of the leave. Granting of such requests shall be made with due consideration to the number of employees requesting such personal leave, and shall be granted unless the granting of the requested leave would adversely affect the Employer's operations. The Employer will give an answer to employee's requests for a personal leave of absence within five (5) working days after receipt of the request. Personal leave(s) granted shall be limited to one (1) per employee during the term of the agreement, unless mutually agreed otherwise. All such personal leave requests shall be in writing with a copy to the Local Union.

(b) An employee desiring a leave of absence for personal reasons for a period in excess of three (3) weeks must secure prior written approval from both the Local Union and the Employer, with a copy to the Western Master Freight Division. The initial period of such leave shall not exceed a period of ninety (90) days, but may be extended for like periods upon written approval of the Employer, the Local Union, and the Joint Western Area Committee. During the period of such leave the employee shall not engage in gainful employment in the same industry unless mutually agreed to between the Employer and the Local Union.

Section 3. Leave for Non-Covered Position

An Employee and the Local Union involved shall agree upon circumstances under which an employee who leaves the bargaining unit covered by this Agreement, but who remains in the employ of that Employer in some other capacity, may retain his seniority if he returns to work in the bargaining unit with that Employer. Any such leave must be in writing on a form authorized by the Joint Western Area Committee and filed with that Committee. Any such leave shall not exceed a period of ninety (90) days and shall not be extended. No employee may be granted a leave under this Section more often than once in a fifteen (15) month period.

A Union member elected or appointed to serve as a Union Official shall be granted a leave-of-absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 4. Absence Due to Sickness or Injury

Inability to work because of proven sickness or off-the-job injury for a period of less than five (5) years shall not result in the loss of seniority rights. Maternity leave shall be treated as any other sickness or illness under the terms of this section. Inability to work for any period because of on-the-job injury shall not result in the loss of seniority rights.

Section 5. Health and Welfare Trust Payments

If an employee receives a leave of absence for a period of less than a full month, for reasons set forth in Section 1, 2 and 3 above, the Employer shall collect from the employee the applicable health and welfare trust contributions for full months of the leave of absence, as well as proportionate amount for the months during which the leave begins and ends. The employee's proportionate share of such contribution may be paid in a lump sum payment or, at the employee's option, may be made to the Employer in equal installments through an authorized payroll deduction over a period of not more than four (4) pay periods. In either event the employee must elect a payment option prior to the granting of the leave of absence. If an employee does not return from a leave of absence, unpaid health and welfare amounts as specified herein shall be deducted from the employee's final paycheck. In the event the leave of absence is for a period of full month(s) the employee shall have the option of either continuing his/her health and welfare coverage for the period of the leave by paying the full amount of the Employer contribution for each full month of the leave in accordance with the method of payment set forth herein or elect not to continue such coverage, in which case the employee shall have no obligation to pay any self-payments into the Trust.

The proportionate amounts of the Employer and employee's share of such contributions shall be based on one-hundred seventy-three (173) hours of compensation for each month.

Section 6. Failure to Comply

Taking time off without complying with the provisions of this Article shall result in the complete loss of seniority rights for the employees involved.

ARTICLE 43. SENIORITY

Section 1.

Seniority rights for employees shall prevail. Seniority shall be broken by discharge, voluntary quit, 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.

Section 2. Seniority Lists

Within thirty (30) days after the signing of this Supplemental Agreement, the Employer shall post in a conspicuous place at the employee's home terminal and shall mail to the Union, a list of the regular employees covered by this Supplemental Agreement arranged according to their seniority. The above list shall be kept current. Seniority lists mailed to the Union shall also contain the Social Security number of the employees listed. However, seniority lists posted at the employee's home terminal shall not include the employee's Social Security number. Protest to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) days after such seniority date or position first appears, and if no protests are timely made the dates and positions as posted shall be deemed correct. Any such protest, which is timely made, may be submitted to the grievance procedure.

Section 3. Mandatory Retirement

There shall be no contractual mandatory retirement except as required by federal law.

Section 4.

At the time a layoff occurs a senior employee shall be allowed to voluntarily accept layoff without suffering a break in seniority. Such voluntary request shall be reduced to writing and signed by the employee with a copy to the Local Union. An employee utilizing the voluntary layoff provision referred to above will not be recalled for any work, even though junior employees or casuals are being used on a day-to-day basis, until he notifies the Employer in writing that he wishes to be recalled. Such recall shall not become effective until the employee is called for any work. Upon reporting for such work, the employee shall be dovetailed on the active seniority roster for the purpose of determining his eligibility for a weekly guarantee. He shall not be eligible to exercise his seniority for bidding purposes until a vacancy occurs or the next annual bid. Health and Welfare payments and Pension payments will not be paid by the Company for the period of time on voluntary layoff. Should the employee not be subject to recall for a period of five (5) years, he will be removed from the seniority list. An employee on layoff status for more than six (6) months (180 days) will not be credited for a year of service in establishing weeks of vacation entitlement. The employee's original seniority date will not, however, be changed. An employee may not exercise the voluntary layoff provision more than once in a calendar year. If any employee on voluntary layoff elects to activate a retirement pension under any Western Supplemental Agreement, his seniority will be terminated as of his retirement date. Further, when all laid off employees are recalled, such employee must accept recall, or his seniority shall be terminated. This provision shall not supersede the provisions of Article 5, Section 1 of the National Master Freight Agreement.

Section 5. Split Seniority Terminals

Terminals that have two (2) separate seniority lists, one for dock employees and one for pick-up and delivery employees, shall have such seniority lists merged into a single seniority list at the time one local union is granted jurisdiction over both the dock and pick-up and delivery employees. Unless otherwise mutually agreed to, the seniority rights of the employees affected by such merger shall be determined in accordance with the arbitrator's decision in case N-11-96-W3.

This provision shall not be applicable to any terminal that has dock and pick-up and delivery seniority lists that were established by mutual agreement through the collective bargaining process, unless otherwise mutually agreed to.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEE

Refer to ABF NMFA Articles 7 and 8

Section 1. Multi State Committees

(a) The Employer Association in the eleven (11) Western States signatory to this Supplemental Agreement and the Union shall establish permanent joint state labor- management committees.

These Committees shall consist of a Multi-State Committee and a Joint Western Area committee. The Multi-State Committee shall meet on a regular basis, eight (8) times during each calendar year at times that will be scheduled so as to not conflict with the JWAC Hearings, unless mutually agreed to be changed by the JWAC Co-Chairman. The Joint Western Area Hearings shall be scheduled on a quarterly basis during the calendar year which will be scheduled the first full weeks in the months of February, May, August, and November.

(b) The Multi-State Committee shall at its first meeting formulate Rules of Procedure to govern the conduct of its proceedings. The Multi-State Committee shall have jurisdiction over disputes and grievances involving Local Unions, or the complaints by Local Unions, arising under the National Agreement or Agreements supplemental thereto in the respective areas of each of the Joint Councils as set forth in this Section.

Such grievances shall be heard by panels of three (3) on each side unless the Employer and the Local Union involved and the two (2) Co-Chairmen of the Committee involved mutually agree to a lesser (but equal) number from each side.

Section 2. Joint Western Area Committee

The Employer Association in the eleven Western States signatory to this Supplemental Agreement and the Union shall together create a permanent Joint Western Area Committee which shall consist of delegates from each of the areas named in Section 1 of this Article and this Committee shall meet at established times and at a mutually convenient location.

The Joint Western Area Committee shall formulate rules of procedure to govern the conduct of its proceedings as it may deem advisable.

Section 3. Function of Committees

It shall be the function of the various committees above referred to, to settle disputes which cannot be settled between Employer and/or Employer Association and the Local Unions in accordance with the procedures established in Section I of Article 45. All Committees established under this Article may act through sub-committees duly appointed by such Committee. Any Multi State Committee may appoint sub-committees if mutually agreed to by that Multi State Committee.

Section 4. Change of Terminals, etc.

The following provision is supplemental to Article 8, Section (6), "Change of Operation" and Article 29, Section 3, "Intermodal Service" of the National Master Freight Agreement.

Present terminals, breaking points, or domiciles shall not be transferred or changed nor shall there be any transfers of equipment between terminals which will adversely affect the employment opportunities of the employees at the terminal from which such transfer of equipment is to be made without the Employer first having asked for and received approval from the Committee on Change of Operations, the members of which shall be appointed by the Joint Western Area Committee at each regular meeting. This shall not apply within the established city cartage radius of the individual Local Union. This Committee shall also have jurisdiction over the closing of terminals in regards to seniority. This Committee shall have the power to extend the five (5) year layoff period contained in Article 43, Section 1, in considering any change of operation.

For purpose of determining the status of an employee (active/inactive) who is involved in a change of operation or merger, when such employee has been laid off by letter and has been utilized for other than replacement work for fifteen (15) tours in forty-five (45) calendar days back from the cut-off date established by a Change of Operations Committee, he shall be considered as being an active employee for all purposes.

Section 5. New Work/New Authority

When a new terminal or operation is established in which new employees are to be hired, the employer opening such new terminal or operation shall give consideration to offering such openings to laid off employees of such employer within the jurisdiction of the Joint Council in which such new terminal or operation is to be established.

If such offer is made, it shall be made in seniority order to employees in the classification in which the opening exists. Employees transferring to such new terminal or operation shall hold company seniority for fringe benefit purposes, but shall establish terminal seniority for all other purposes as of the date of transfer.

Once transferred, the employee shall have no right to return to his former terminal or operation. Only one (1) such transfer opportunity shall be offered to each employee affected.

Section 6. Attendance

Meetings of the Joint Western Area and the Multi State Committees shall be attended by each member of such committee or an alternate.

Section 7. Examination of Records

The Local Union, Multi-State Committee or the Joint Western Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records retaining to a specific grievance.

Upon request of the Local Union, and at the Union expense, if necessary, photocopies of the above records will be given to the Local Union.

ARTICLE 45. GRIEVANCE PROCEDURE

Refer to ABF NMFA Articles 7 and 8

Section 1. General

The Union and the Employer and/or Employer Association agree that there shall be no strike, lockout, tie-up or legal proceedings without first using all possible means of settlement as provided for in this Supplemental Agreement and in the National Agreement, if applicable, of any controversy which may arise. All disputes shall first be taken up between the Employer and Local Union involved. Failing adjustment by these parties, the following procedure shall apply:

(a) The dispute then may be filed by either party with the Multi-State Committee. A majority vote of the Multi-State Committee shall be final and binding upon the parties to the dispute and the employee(s) involved, and no appeal may be taken to the Joint Western Area Committee.

Unless the Multi-State Committee agrees otherwise, only one (1) postponement shall be permitted, and if the case is not heard at the next regular meeting of the Committee, the grievance shall be deemed withdrawn without prejudice.

(b) Where a Multi-State Committee is unable to agree or come to a decision on a case, it shall at the request of the Union or the Employer be filed with the Joint Western Area Committee at the next regularly constituted session. Where the Joint Western Area Committee by majority vote settles a dispute, such decision shall be final and binding on both parties and the employee(s) involved, with no further appeal.

(c) Filings of the Multi-State Committee to the Joint Western Area Committee shall set forth the position and facts relied upon by each party, but each party may supplement such filings at the hearing before the Joint Western Area Committee.

(d) All matters pertaining to the interpretation of any provisions of this Agreement may be referred by the State Secretary for the Union or the State Secretary for the Employers at the request of either the Employer or the Unions, parties to the issue, with notice to the other

Secretary, to the Joint Western Area Committee at any time for final decision. At the request of the Employer or Union Representative, the Joint Western Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(e) Deadlocked cases which pertain to an alleged violation of any Article of the Western States Area Common Clauses, Pick-Up and Delivery Local Cartage and Dock Workers, Over-the-Road Motor Freight, Automotive Shop and Truck Servicing and Office Employees Supplemental Agreements shall be referred to the Joint Western Area Review Committee (JWAR) in accordance with the applicable provisions of the NMFA and the JWAC "Rules of Procedure." If not resolved by the JWAR, the case shall then be referred to the National Grievance Committee for resolutions, in accordance with the provisions of Article 8 of the NMFA.

Decisions rendered in accordance with the provisions of the Sub Section (e) shall be final and binding on the Employer, the Union and the Grievant(s) involved.

(f) Failure of any Joint Committee to meet without fault of the complaining side, or refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision at any stage, withdraws the benefits of Article 45. Upon failure of either party to have a representative present at the time its case(s) is to be heard, the Committee shall hear the case and render a decision.

(g) The procedures set forth herein may be invoked only by the authorized Union representatives or the Employer and/or Employer Association.

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 submis-

sion, or unless either party has intentionally concealed the facts upon which the grievance claim or dispute is based.

Section 2. J.W.A.C. Fee

(a) There shall be a minimum charge of seventy dollars (\$70.00) for each case (except Change of Operations Cases) in which evidence is presented to the Joint Western Area Committee. The losing party to such disputed case shall be required to pay the charge. In the event of a deadlock, each party shall pay one half the charges.

(b) In Change of Operations cases the charge for the initial hearing shall be paid by the Employer in an amount to be determined by the Co-Chairmen of the Change of Operations Committee on a case-by-case basis depending upon the number of Local Unions involved and the length of the hearing. Such amounts shall not be less than the amounts provided in Section 2(a) above. In cases involving a clarification of a previous change of operations decision, the party or parties filing the clarification shall pay the charge in the amount set forth in Section 2(a) above.

(c) The Co-Chairmen of the Joint Western Area Committee shall determine the allocation of the charges to the parties in those instances where the decision in a particular case indicates that the assessment of charges should be made against both parties.

(d) The charges shall be payable to the Committee and such funds shall be expended solely by the Committee to defray the cost of carrying out its functions. In the event the fees herein are inadequate to defray the costs of operation of the J.W.A.C., the Negotiating Committee may agree on a revised fee schedule.

Section 3. Health and Welfare, Pension Delinquencies

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours (ex-

cluding Saturdays, Sundays and holidays) notice to the Employer specifically identifying such delinquency in Health and Welfare or Pension payments, the Local Union shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 4.

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be promptly referred to the National Grievance Committee in accordance with such Article 8.

Section 5. Money Disputes

Notwithstanding anything herein contained, any dispute as to the amount of money due any employee under the National Agreement or this Supplemental Agreement shall be submitted in writing to the Employer or his authorized bargaining representative for investigation and adjustment.

The Multi State Committee or the Joint Western Area Committee may require an Employer to post monies in accordance with the provisions as contained in the 1964-1967 Supplemental Agreement where such Employer abuses the grievance procedure.

Any money claim settled by the parties or by a decision under the grievance procedure shall be paid in accordance with the provisions of Article 7 Section 5 of the NMFA.

Checks or photo copies of checks for monies due an employee as a result of decisions under the grievance procedure shall be sent to the Local Union involved for disbursement.

Monies due an employee as the result of a settlement of a dispute between the Employer and the Union may be included in the employee's regular paycheck. In such instances, notification of payment shall be sent to the Local Union.

ARTICLE 46. GENERAL DISCHARGE OR SUSPENSION

Section 1. Cause for Discharge or Suspension

Subject to the provisions of Article 8, of the National Agreement the Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Local Union affected; except that no warning notice need be given to an employee before he is suspended or discharged if the cause of such suspension or discharge is (a) Dishonesty; (b) Drunkenness; (c) A serious accident while on duty; (d) The carrying of unauthorized passengers; (e) Unprovoked physical assault on an employee or customer; (f) Selling, transporting or use of illegal narcotics and/or controlled substances while on duty; (g) Willful, wanton or malicious damage to the Employer's property; (h) proven negligence resulting in serious equipment damage while on duty; (i) For the specific reasons provided under Article 35, Sec. 3 and 4, and Article 16, of the National Freight Agreement.

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 presented/emailed 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).

Discharge or Suspension

(b) Discharge or suspension must be by proper written notice to the employee and the Union affected within ten (10) days exclusive of Saturday, Sunday and holidays of the occurrence of the violation claimed by the Employer as the basis for discharge or suspension; provided however, when additional time is needed to investigate an accident this ten (10) day period may be extended by a calendar

thirty (30) days upon timely notification to the Local Union (accident only) and provided further where dishonesty is involved, the discharge or suspension notice must be within thirty (30) calendar days of the Employer obtaining verifiable evidence of the alleged dishonesty. Any employee may request an investigation as to his discharge or suspension. Should such investigation prove an injustice has been done an employee, he shall be reinstated. The Multi State Committee or the Joint Western Area Committee shall have the authority to order full, partial or no compensation for time lost.

When an employee is suspended, or where a discharged employee is returned to work by decision of any grievance committee, the Employer shall pay the applicable Health and Welfare contributions so that there is no break in coverage. Pension contributions shall not be required on any hours for which the employee did not receive compensation under a decision rendered by any grievance committee.

The Multi State Committee or the Joint Western Area Committee shall have the authority in its hearing process to accept or reject any or all arguments pertaining to the issues in each case, including but not limited to timeliness, whether or not proper before the Committee, etc., and further, to order full, partial, or no compensation for time lost.

Section 3. Protest Procedure

(a) The Local Union and the Employer agree all warning letters shall be considered as automatically protested and shall not be subject to the grievance procedure unless and until such time as such warning letter (or letters) is relied upon to support a subsequent and timely suspension or discharge, in which case such warning letter or letters shall be adjudicated prior to the adjudication of such suspension or discharge.

(b) Protests to suspension or discharge must be made in writing to the Employer within ten (10) days exclusive of Saturday, Sunday and holidays. If the matter is not resolved to the satisfaction of the parties, either party may file the case with the Multi State Committee as provided in Article 45, Section 1, of this Supplemental Agreement.

(c) If the employee involved is not within his home terminal area when the warning notice, suspension or discharge is made, the ten

(10) day periods referred to in sub-sections (a) and (b) above shall start to run from the date of his return to his home terminal.

Section 4. Transportation Home

Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Section 5. Reasonable Direct Order

Where a reasonable direct order is given to an employee and the order does not place the employee in an unsafe work condition and the employee refuse such order:

The employee shall be advised that failure to follow the order may result in his being considered as having voluntarily terminated his/her employment and being removed from the seniority list.

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.

At the conclusion of this cooling off period if the employee continues to refuse the direct order, he/she shall be considered as having voluntarily terminated his/her employment and their name shall be removed from the seniority list.

Section 6.

The collective bargaining parties recognize and mutually agree that the violations for which an employee may be suspended or discharged without receipt of a previous warning letter as set forth in Article 46, Section 1, (a) through (i) are not all inclusive of every violation that may not require the issuance of a warning letter.

Therefore, in the event of a violation that is factually proven to have occurred and that is clearly of equal seriousness to those set forth in (a) through (i) of Article 46 Section 1, the employee may be subject to suspension or discharge without receipt of a previous warning letter.

Section 7. Audio, Video and Computer Tracking Devices

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Examinations

Physical, mental or other examinations, including pre-employment, required by a government body or the Employer shall be promptly complied with by all such employees and/or applicants, provided however, the Employer shall pay for all such examinations and in the case of present employees, the Employer shall pay for time spent at the place of examination or examinations, except in the case of driver's or chauffeur's license examinations. Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year except as provided by law. Employees will not be required to take examinations during their working hours without pay for time so consumed.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense.

If the Employer elects to have an employee re-examined by its own physician the Employer shall schedule such examination and the results shall be made available within five (5) days excluding Saturdays, Sundays and holidays commencing the day following the day the employee furnished the Employer with an unrestricted medical release to return to work. Such re-examination shall be restricted to the medical condition for which the employee was being treated. It shall be the employee's responsibility to assure that medical records held by the employee's physician are furnished to the physician selected by the Employer to ensure the time limits set forth herein can be complied with. The employee's responsibility for assuring his/her medical records are timely released to the physician selected by the Employer shall be satisfied at the time the employee executes appropriate release forms instructing his/her physician to do so.

When the Employer physician deems it necessary to refer the employee to a specialist to complete the re-examination, the five (5) day time limit shall be extended by an additional ten (10) days, excluding Saturdays, Sundays and holidays, commencing the day the employee is so referred.

Failure to comply with the applicable time limits set forth herein, the employee shall be compensated eight (8) hours for each regular scheduled work day thereafter until the employee is returned to work; provided however, the medical findings of the physician selected by the Employer agrees with those of the employee's physician.

In the event of disagreement between the employee's physician and the physician selected by the Employer, these two physicians shall then jointly select a third physician to examine the employee within ten (10) calendar days commencing the day the Employer selected physician issues his findings. The opinion of the third physician shall be final and binding. The selection of the third physician may be determined other than as provided above upon mutual agreement of the Local Union and the Employer.

The Union and the Employer shall not have any personal contact with the third physician for the purpose of attempting to influence the medical findings and opinion of such physician. When it is nec-

essary for either party to correspond with the third physician, such correspondence shall be in writing with a copy furnished to the opposite party.

A violation of this provision is subject to the grievance procedure.

The employee shall be required to assure that all medical records requested by the third physician are released by the employee's physician and the physician selected by the Employer.

Employees off work due to any illness or injury and being treated by a physician must furnish, when requested by the Employer, an unrestricted medical release to return to their normal duties and that release must be issued by the physician who had been treating the employee during the employee's absence. Those Employers who require a release to return to work other than as outlined above must bear the cost thereof.

In the event the third physician does not issue an unrestricted release to return to work and the employee, at a later date, feels he/she is able to return to work, he/she must receive an unrestricted medical release to return to his/her normal duties from the third physician involved. In the event this physician is no longer available, the parties shall select a new third physician in accordance with the procedures herein.

Once an employee is determined to be a "qualified injured worker" in accordance with the applicable workers compensation statutes, that employee can only be returned to work if the physician who determined the employee is a qualified injured worker issues an unrestricted medical release allowing the employee to return to his/her normal duties. In such cases the Employer shall have the right to have the employee re-examined by its physician subject to the third physician provisions herein.

Section 2.

(a) An employee receiving a medical release from the Company's physician will be returned to work on his next available shift. If not so returned he shall be compensated for eight (8) hours, (ten

(10) hours under break-bulk “B”) for each twenty-four (24) hour period thereafter until returned. For the purposes of this subsection, the Company physician shall be considered any physician the employee was referred to by the Company, one of its physicians, or its insurance carrier. If an Employer elects to have an employee re-examined by its own medical examiner or physician, such second opinion shall be rendered within two (2) days (excluding Saturdays, Sundays and holidays) from the completion of such examination, which may include obtaining and reviewing the employee’s medical history and information from prior examinations.

(b) If the Company’s physician requests medical records relative to this release, he shall inform the employee at the time of examination and the employee will sign and date a release of records form.

If such second opinion is not rendered within such time, the employee shall be compensated for eight (8) hours (ten (10) hours under break-bulk “B”), out of each twenty-four (24) hour period thereafter until such opinion is rendered. If such second opinion releases the employee for work, he shall be returned to work on the employee’s next regularly scheduled work day, and if not so returned, the employee shall be compensated for eight (8) hours, (ten (10) hours under break-bulk “B”) for each regularly scheduled work day thereafter.

In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and Union doctors shall together select a third doctor within ten (10) calendar days whose opinion shall be final.

The Local Union and Employer may agree upon other methods of selection of the third doctor.

Employees off work due to any illness, or injury and under a doctor’s care must furnish a release when returning to work. Those Employers who require a release to return to work other than as outlined above must bear the cost thereof.

Section 3. Identification

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Driver's licenses shall not be considered as identification for the purposes of this section.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification to enter the facility.

Any language adopted by the National Negotiating Committee that further protects employees from identity theft will also apply to this issue.

ARTICLE 48. PAY PERIOD

Section 1.

(a) All employees covered by this Agreement shall be paid in full each week. Not more than seven (7) days shall be held on an employee; provided however, that present arrangements shall not be disturbed by this provision, except by mutual agreement the Union and the Employer may provide for semi-monthly pay periods.

Regular Paydays

(b) Each Employer shall have a regular designated payday for regular and regular-extra employees in each of the various classifications, and such payday shall not be changed without agreement of the Local Union involved.

Any dispute due to a check being late shall be subject to the grievance procedure.

Sunday or Holiday

(c) When a regular designated payday falls on a Sunday or a holiday (excluding the Employee's Birthday, Anniversary Date or Personal holiday), the pay checks for the employee not designated to work on such Sunday or holiday shall be made available on the preceding day.

Pay Upon Termination

(d) Upon discharge the Employer shall pay earned wages due to the employee during the first payroll department working day following the date of discharge. Vacation pay for which the discharged employee is qualified shall be paid no later than the first day following final determination of the discharge.

Upon a permanent terminal closing and/or cessation of operations, the Employer shall pay all money due to the employee during the first payroll department working day following the date of the terminal closing and/or cessation of operations.

Failure to comply shall subject the Employer to pay liquidated damages in the amount of eight (8) hours pay for each day of delay. Upon quitting, the Employer shall pay all money due to the employee on the next regular payday for the week in which the resignation occurs.

(e) In the event that the regular payroll checks or drafts are not available by the close of the normal business hours on the employee's regular payday, upon request of the employee, the Employer shall issue drafts whenever possible.

(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.

Section 2. Payroll Drafts

Payroll drafts issued shall be negotiable in the area in which issued.

Section 3. Itemized Statement

The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying hours or mileage paid (off route miles will be itemized as miles per trip), layover and subsistence paid, straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee, which is included in the check.

Section 4. Tax Withholding

Federal and State income tax withholding, on vacation shall not exceed the normal rate.

Section 5. Rejected Claims

The employee must note any claim on his own time card during the shift such claim occurs. In the case of time claimed by the employee but disallowed by the Employer, a full detailed written and dated explanation must be given to the employee within fourteen (14) days of the date the claim was submitted.

ARTICLE 49. FUNERAL/BEREAVEMENT 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 rela-

tionships 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

Section 1.

Employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay.

Employees who have completed two (2) years of service shall receive two (2) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the seventh (7th) year of employment.

Employees who have completed eight (8) years of service shall receive three (3) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.

Employees who have completed fifteen (15) years of service shall receive four (4) weeks vacation with pay for the 15th year. A like vacation shall be given upon completion of each year of service through the nineteenth (19th) year of employment.

Employees who have completed twenty (20) years of service shall receive five (5) weeks vacation with pay for the 20th year. A like vacation shall be given upon completion of each year of service through the twenty-ninth (29th) year of employment.

Employees who have completed thirty (30) years of service shall receive six (6) weeks vacation with pay for the 30th year and each year of employment thereafter.

Section 2. Computation of Vacation Pay

Vacation pay for each week of vacation shall be computed on the basis of one-fifty-second (1/52nd) of the gross annual earnings of the employee during the twelve (12) month period immediately prior to his anniversary date. A detailed method of computation of an employee's vacation earnings must accompany the employee's vacation check, including the amount of the gross earnings upon which vacation earnings were computed and the time period covering such gross earnings.

Section 3. Pro-rata Vacations

An employee who has completed one year of service or more and who quits or who is discharged before the completion of any following year of employment shall be entitled to a pro-rated vacation pay allowance upon severance of employment, computed upon the same formula he would have received had he completed such year of employment. Pro-rated vacation pay shall be paid with final check upon severance of employment.

Laid off employees who are qualified to receive pro-rata vacation pay at the time of layoff shall have the option of collecting accumulated pro-rata vacation pay for the portion of the employment year worked at the end of thirty days following date of such layoff.

Where an employee has been on layoff status for more than six (6) months (180 days), he shall not be credited for a year of service in establishing weeks of vacation entitlement. However, such employee shall be entitled to a pro-rata vacation allowance based upon his earnings for the portions of the year worked. Original seniority date shall remain the same.

In the event the employee's pro-rata vacation pay is less than three hundred (\$300.00) dollars for each week of vacation entitlement because earnings during the vacation qualifying year were reduced due to a long term lay-off and/or illness or injury leave of absence, the employee may at his/her option, elect to work any full week of such earned vacation and such election shall not be considered a violation of any provision of the NMFA or the Western States Supplemental Agreements.

Transferred Employees

Employees transferred from a division under another supplemental agreement or another area agreement between the same Employer and the Union shall suffer no loss of vacation qualifying time, provided the employment is continuous. The employee shall be paid his vacation in accordance with the supplemental or area agreement under which he works the majority of such year.

Section 4. General Provisions

Time lost through sickness or injury, and time off on leave of absence granted by the Employer, is not to be deducted from the employee's accrued time for vacation benefits.

All vacations earned must be taken by employees. An employee, after qualifying for such vacation and upon giving reasonable notice of not less than one (1) week, shall be given his vacation pay before starting his vacation.

The vacation period of each qualified employee shall be set with due regard to the desire, seniority and preference of employees, consistent with the efficient operation of the Employer's business.

In the case of the death of an employee who is qualified for vacation pay, all such pay due to the employee shall be paid to the employee's beneficiary.

Section 5. Vacation Schedule

Past practice shall prevail both as to the time of taking vacations and the number of employees entitled to be off on vacation at any time; provided, however, that a minimum of 10% of each seniority list shall be permitted to go on vacation each week.

Vacation schedules shall be posted for the purpose of vacation selection, by seniority, for the period of February 1st thru March 15th of each year, or by mutual agreement.

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 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, two (2) weeks or three (3) weeks of accrued vacation in incremental days.

(b) Employee must notify Employer prior to the date the employee elects to schedule the first day of such vacation in accordance with established Employer policies for receiving vacation pay on the payday prior to the start of a scheduled incremental vacation. Vacation payment for incremental vacation days shall be paid in full weekly amounts for each scheduled incremental week, unless otherwise mutually agreed to. The scheduling of the remaining days of this weeks accrued vacation shall be in accordance with established vacation scheduling procedures. The scheduling of incremental days shall be subject to the number of employees requesting such time off, including the number of employees who had previously scheduled a Personal Holiday. Granting of incremental vacation days shall be on a seniority basis and the number of employees allowed to schedule incremental days shall not be unreasonable.

(c) Where applicable, a guaranteed employee shall not break his/her forty (40) hour guarantee during any week the employee schedules vacation under this provision.

Section 6.

If an employee's paid vacation period accrues or is payable during a period in which he is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred until after termination of the unemployment benefit period. The Employer waives the privilege of allocation vacation pay to past, present, or future weeks of unemployment.

Section 7. Absence Due to Illness or Injury

If an employee is out of work because of his proven illness or injury resulting in inability to work for a cumulative period of four (4) weeks or more as evidenced by a doctor's certificate filed with the Employer when returning to work, if required by the Employer, then the actual annual earnings for the vacation year involved shall be divided by fifty-two (52) less the number of weeks of proven illness or injury as outlined above, with a maximum reduction of 38 weeks. Any period of illness or injury less than one (1) week (seven-7-days) duration shall not be used to make up the four (4) weeks.

ARTICLE 51. HOLIDAYS

Section 1.

All employees who have been on the payroll of the Employer thirty (30) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. All qualified employees shall be paid for such holidays if no work is performed at the rate of eight (8) hours pay at the applicable hourly rate for his classification.

Section 2.

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24
Christmas Day
Employee's Birthday
Employee's Anniversary Date
2 Personal Holidays (see Note)

Section 3.

When any of the aforementioned holidays fall on Sunday excluding Christmas and/or Christmas Eve, the following Monday shall be considered the holiday for all employees covered by this Agreement. If a holiday falls during an employee's vacation, he shall receive pay for the holiday, in addition to his vacation pay. Any employee laid off or terminated fifteen (15) calendar days or less prior to any of the above-mentioned holidays shall receive pay for that holiday at the time of lay-off or termination.

Section 4.

Employees who are serving their thirty (30) days probationary period are not entitled to holiday pay for holidays falling within such probationary period.

Section 5. Holiday Pay during Absence from Work

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness or non-occupational injury, or due to a death in the employee's immediate family, or within the first six (6) months of absence due to occupational injury. Employees are not entitled to holiday pay if the holiday falls within the period of permissible absence under Article 42, Leave of Absence, of this Supplemental Agreement.

Section 6.

If any work is performed by such employee on New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving; Christmas Day; the Employee's Birthday; the Employee's Anniversary Date; the Employee's Personal Holiday; or any day celebrated in lieu thereof, he shall receive eight (8) hours pay at two (2) times the regular rate for work performed in addition to holiday pay. If worked over eight (8) hours he shall be paid at one and one-half (1-1/2) times the double time rate for such time. Such eight (8) hours is to be used in computing weekly overtime.

If any work is performed by such employee on December 24th or the Day after Thanksgiving, or any day celebrated in lieu thereof,

he shall receive eight (8) hours pay at the regular rate of pay for work performed in addition to holiday pay. If worked over eight (8) hours he shall be paid at one and one-half (1-1/2) times the regular rate of pay for such time.

Such eight (8) hours is to be used in computing weekly overtime. No employee shall be called on the above-named holidays for less than a full day.

In the event an employee has not worked on his birthday, anniversary date or personal holiday, his position shall be filled in the same manner as any other replacement absentee.

When the Employer elects to perform work on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the Employee's Birthday, the Employee's Anniversary Date, the Employee's Personal Holiday, or any day celebrated in lieu thereof, such work opportunity shall be offered to the appropriate employees, on a seniority basis, and if not filled in this manner, the Employer shall have the right to force employees, beginning with the most junior employee and continuing in this manner until all work opportunities are filled.

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.

However, where the employee's birthday and/or anniversary date is observed on a premium day, the employee may claim the premium day work at the applicable rate of pay in accordance with his seniority and shall be paid eight (8) hours holiday pay in addition for his birthday and/or anniversary day.

Over-the-road drivers who are regularly dispatched on layover schedules shall, at their individual option, be allowed to schedule any two (2) of the individual holidays consisting of the Employee's Birthday, Employee's Anniversary Date or Personal Holiday on a back-to-back basis, and shall, in addition, be allowed to schedule the (3rd) of such individual holidays on a back-to-back basis with any other named holiday in accordance with the following rules:

City pickup and delivery, turn drivers, shuttle drivers, dock, office and shop employees, at their option, shall be allowed to schedule the Employee's Birthday and/or Employee's Anniversary Date holidays on either the first or last day of the employees regular scheduled work week in which the affected holiday occurs, the first day of the employees work week immediately following the week in which such holiday occurs or the last day of the work week preceding the week in which the holiday occurs; provided however, the employee must give the Employer prior written notification of such schedule at least seven (7) days prior to the date the holiday actually falls on.

Note: Personal Holiday

The following rules are applicable to the paid Personal Holiday day:

(a) An employee may choose any day of his preference for his Personal holiday by giving the Employer at least seven (7) calendar days written notice prior to the day chosen.

(b) The Employer will grant the employee the day of his choice as his personal holiday, unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date. This provision shall also be applicable to the scheduling of back-to-back individual holidays by line drivers as provided herein above.

(c) Personal holiday(s) not used by March 31 of any contract year will be paid the applicable hourly rate in existence on that date. Payment of unused personal holidays will be paid in the same manner as payment of unused sick leave.

ARTICLE 52. HEALTH AND WELFARE

Section 1. Employer Contributions

Each Employer shall make monthly contributions to the Health and Welfare Trust as provided in sub-sections (a) and (b) below.

Full regular monthly contributions—regular employees and preferential supplemental line drivers—for each regular active employee and each preferential supplemental line driver who received one hundred (100) hours of compensation or more in the previous month and each regular part-time office clerical employee who works at least fifteen (15) regular scheduled work days in the previous month. For purposes of this provision all line drivers dispatched on either turn around dispatches or layover dispatches shall be credited with eleven (11) hours of compensation on each day of such dispatches and each sleeper driver shall be credited with twelve (12) hours for each twenty-four (24) hours of such dispatches for purposes of satisfying the one-hundred (100) hour requirement provided for herein.

Reduced monthly contributions—regular employees who receive at least sixty (60) hours of compensation but less than one-hundred (100) hours of compensation during a qualifying month shall have a reduced contribution paid on their behalf and shall be entitled only to reduced major medical benefits as set forth in the Trust Summary Plan Description. Line drivers' hours of compensation shall be computed as set forth in (a) above.

Note: Preferential Casuals only applies to the Over-The-Road Supplement.

(c) Benefit Eligibility

(1) Effective April 1, 2003, regular employees hired prior to 4-1-2003 shall be eligible for benefits in the second month following the month in which the employee had a contribution paid on his/her behalf. As an example; Employer contributions paid in April will determine eligibility in June and contributions paid in May will determine eligibility in July and continuing in this manner thereaf-

ter. This method of determining eligibility for benefits will establish a two (2) month lag period for eligibility purposes only and will not result in a lag or interruption of benefit entitlement.

(2) Effective April 1, 2003, regular employees hired after 4-1-2003 shall be eligible for benefits in the month following the second month in which contributions were paid on his/her behalf and shall continue in this manner thereafter as described in (1) above. This method of determining eligibility will establish a two (2) month lag period for eligibility purposes only.

WESTERN TEAMSTERS WELFARE TRUST H & W CONTRIBUTIONS

(a) Regular employees and Preferential Supplemental Line Drivers who received one-hundred (100) hours or more compensation in the previous month and part-time office clerical employees who work at least fifteen (15) scheduled days during the previous month as set forth in (a) above shall have the following monthly contributions paid on their behalf.

Effective August 1, 2023	Per Hour	Per Month
	\$13.01	\$22,52.19

(b) Regular employees and Preferential Supplemental Line Drivers who received at least sixty (60) hours of compensation or more but less than one-hundred (100) hours of compensation, as set forth in (b) above shall have the following monthly contribution paid on their behalf.

Effective August 1, 2023 (August hours—September contributions)	Per Month
	\$722.00

Casual employees	Per Day
Effective August 1, 2023	\$3.20

Contributions for casual employees used on a four (4) or five (5) hour basis shall be paid at one-half (1/2) the amount of the above daily rate.

VEBA CONTRIBUTIONS

Regular Employees (including preferential line drivers and part-time office clerical employees)

	Per Hour	Per Month
Effective August 1, 2023	\$0.40	\$69.20

Regular employees who receive at least sixty (60) hours of compensation but less than one-hundred (100) hours.

Effective August 1, 2023	\$0.40	\$24.00
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	Per Hour	Per tour of duty
Casual Employees	\$0.40	\$3.20

VEBA contributions on behalf of casual employees used on a four (4) or five (5) hour basis shall be paid at one-half (1/2) of the above daily rate.

Contributions provided herein may be adjusted annually at the direction of the Negotiating Committee.

(d) Probationary Employees: An Employer is required to pay the required health and welfare contributions on any new employee who has served the thirty (30) day probationary period for any Employer subject to the National Master Freight Agreement. All such contribution shall be paid by the tenth (10th) of each month to the appropriate administrative office as directed by the Health and Welfare Trust, subject to the provisions of Section 8, herein.

(e) The Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

Section 2. Eligibility and Benefits

The Employer contributions paid under the provisions of this Article shall be used to provide health and welfare and related benefits

for both active and retired participants. The eligibility rules and the level and nature of benefits shall be determined from time-to-time by the Trustees of the Health and Welfare Trust. Eligibility, benefit levels and the nature of such benefits applicable to active regulars, and retirees may differ.

The retiree's benefits shall be funded, in part, effective April 1, 2003, by the dedication of not less than one-hundred dollars and sixty cents (\$100.60) of the Employer contribution paid on behalf of each regular employee as provided in Section 1 (a) above.

This amount may be increased annually at the direction of the negotiating committee. Retirees who elect to participate in the retirees program shall be required to participate in the cost of retiree's benefits by making self-payments to the Trust. The amounts of such retiree self-payments shall be determined by the Trustees and may be modified from time-to-time when necessary to adequately fund and maintain retiree benefits at levels determined by the Trustees. The amount of the retirees self-pay shall be funded, in part, through a benefit provided through a Voluntary Employee Benefit Association (VEBA) as provided in Section 3 below.

In the event adverse claims experience would otherwise require a reduction or elimination of any benefit program for active regular employees during the term of this Agreement the Employer contributions as set forth in Section 1 (a) above may be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs for active regulars. This provision shall not prohibit or deter the Trustees from making changes in the benefit programs including comprehensive major medical, deductibles, cost containment features, and eligibility periods as the Trustees may determine to be in the best interests of the participants and the long-term continuation of the program.

By the execution of this Agreement the parties accept the provisions of the Health and Welfare Trust Agreement. As it may be revised from time- to- time subject to Section 8, herein and ratifies all actions heretofore or hereafter taken by the Trustees thereof

acting within their authority thereunder, subject to the restrictions set forth in this Agreement.

Section 3. Voluntary Employee Benefit Association (VEBA)

Effective September 1, 2003 there shall be a program titled VEBA established as part of the Western Teamsters Welfare Trust (WTWT), for the purpose of providing the means for pre-funding, in part, the WTWT retiree's self-pay rates for Retiree Health and Welfare Benefits. The funding of the VEBA Benefit shall be derived from the diversion of \$100.60 per month from each contribution paid on behalf of each active employee.

Employer contributions set forth in Section 1 (a) above, earned income on reserve investments and the transfer of present retiree reserves into the VEBA account. Contributions provided for in Section 1 (a) above shall be credited to each individual employee on behalf of who such contributions are remitted for the purpose of determining benefit eligibility and entitlement. A detailed explanation of benefit amounts and eligibility requirements will be made available to all participants. The contribution level and self-pay amounts necessary to fund the Retirees Benefits shall be determined from time-to-time by the WTWT Trustees.

Section 4. Delinquent Contributions

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection including audit fees and expenses.

Section 5. Payments during Period of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contribution for active employment ceases and the WTWT waiver of premium period is exhausted (6 months). If an employee is injured on the job, the Employer shall continue to pay the re-

quired contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) month after contribution for active employment ceases and the WTWT waiver of premium period is exhausted (6 months). The Employer's obligation for the continuance of remitting contributions under this provision is further subject to the provisions of Article 38 Section 3 of the NMFA (FMLA). No employee shall be forced to utilize FMLA.

Section 6. Deductions from Rentals

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

Section 7. Disputes

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 8. Changes in the Health and Welfare Program

The Employer contributions provided for in Section 1 above presently are paid to the Western Teamsters Welfare Trust (WTWT). However, the Western Region of Teamsters and the Trucking Management Inc., (TMI) jointly retain the right to designate or establish one or more different Trusts to which such contributions, in whole or in part, are to be paid in the future and to effectively recommend to the Trustees of WTWT methods of determining transfer of monies and/or liabilities from WTWT to such newly designated Trust(s).

Section 9. Payroll Audits

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Trust and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the Trustees or their designated representatives shall have access to the payroll and wage records of any individual including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representative reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 53. PENSION

Section 1. Employer Contributions

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by that office, and monies received after that date shall be considered delinquent.

Effective September 1, 2023 based on August 2023 employment each Employer signatory to this Agreement shall contribute to the Western Conference of Teamsters Pension Trust for each regular and casual employee covered by this Agreement eight dollars and sixteen cents (\$8.16) for each hour of compensation on behalf of all hourly paid employees and eleven (11) hours per day on behalf of all mileage paid line drivers dispatched on a turnaround basis and eleven (11) hours per day for each day a driver is dispatched on a layover dispatch and twelve (12) hours a day on behalf of each sleeper driver during each twenty-four (24) hour period covering a sleeper dispatch and all time in excess of twenty-four (24) hour periods, contributions shall be made on a prorated basis. Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year.

The Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives

in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

The above contribution shall be allocated as follows: (1) seven dollars and five cents (\$7.05) to basic Plan of Benefits and (2) one dollar and eleven cents (\$1.11) to the Program for Enhanced Early Retirement (PEER/80).

The contribution hourly rate to the basic Plan of Benefits may be increased annually at the direction of the Negotiating Committee. In such event the contribution to the PEER will be increased so that the PEER contribution equals 16.5% (rounded to the nearest cent).

The contributions required to provide the Program for Enhanced Early Retirement Program are not taken into consideration for benefits accrual purposes under the basic plan. If the bargaining unit ceased participation the Program for Enhanced Early Retirement such bargaining unit will be ineligible to participate in the basic plan.

Section 2. Disputes

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 3. Payments during Periods of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on-the-job, the Employer shall continue to pay the required

contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

Section 4. Deductions from Rentals

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more and regardless of the manner of computation of owner-driver compensation.

Section 5. Acceptance of Trust

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Pension Trust Fund and the Trustees of such Fund.

Section 6. Delinquent Contributions

Contributions not paid by the established due date shall be considered delinquent. Action for delinquent contributions may be instituted by the Local Union, the Area Regional Director or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

Section 7. Audits

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated rep-

representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 8.

The Joint Committee established pursuant to Article 20 Section 3, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

ARTICLE 54. SUPPLEMENTAL PENSION

Section 1. Teamsters Supplemental Benefit Trust Fund

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Supplemental Benefit Trust Fund on behalf of all regular, probationary, and casual employees at the rate of forty cents (\$0.40) per hour for each compensable hour on behalf of all hourly paid employees and eleven (11) hours per day on behalf of all mileage paid line drivers dispatched on a turnaround basis and eleven (11) hours per day for each day a driver is dispatched on a layover dispatch and twelve (12) hours a day on behalf of each sleeper driver during each twenty-four (24) hour period covering a sleeper dispatch and all time in excess of twenty-four (24) hour periods, contributions shall be made on a prorated basis, (including paid vacations on the basis of forty (40) hours per week, of vacation, paid holidays, and used sick leave) not to exceed one hundred eighty (180) hours per month with a maximum of two thousand eighty (2080) hours per year; the Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

Section 2. Payments during Periods of Absence

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue

to make the required contributions for a period of one (1) month after contributions for active employment ceases. If an employee is injured on the job the Employer shall continue to pay the required contributions until such employee returns to work; however, such contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

Section 3.

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-operator compensation.

Section 4. Acceptance of Trust

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to be bound by the provisions of the Western Conference of Teamsters Supplemental Benefit Trust Fund and the rules and regulations established by the Trustees of such Fund.

Section 5. Delinquent Contributions

Contributions not paid by the established due dates shall be considered delinquent. Action for delinquent contributions may be instituted by the Local Union, the Western Conference Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection.

Section 6. Audits

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and or confidential employees of the Employer) who the

Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

Section 7.

The Joint Committee established pursuant to Article 20, Section 3, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

ARTICLE 55. COMPANY RULES

The Union recognizes the right of the Employer to establish such reasonable company rules as he may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement.

Company rules shall be in writing posted and effective thirty (30) days after a copy is sent to the Local Union unless the Union objects. Any objection must be specific as to what rule or rules are being objected to.

It is expressly understood that rules as referred to in this section are not to contain any reference to disciplinary matters which are covered in Article 46, Discharge or Suspension.

Such company rules are to apply equally to all employees of the Employer and failure of a Local Union or Unions and the Employer to agree on such rules shall be subject to the dispute procedures of Article 45.

ARTICLE 56. TERMINATION CLAUSE

The term of this Supplemental Agreement is subject to and controlled by all of the provisions of Article 39, of the National Agreement between the parties hereto.

LETTER OF UNDERSTANDING

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

IN WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Western States Area Part I Common Clauses as set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

This agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this agreement for the performance thereof otherwise, and by such approval does not become a party to the Agreement.

NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

Ron Seamans, Western Region Freight Coordinator
Jeff Kendall, IBT Western Region Freight Representative Local 222
Alvin Mitchell, Teamsters Local 542
Dominic Chiovare, Local 70
Chris Porter, Local 174
Tracy McCarty, Teamsters Local 492
David de Leon Local 63

FOR THE EMPLOYERS:

Matt Turrieta
Pet Rokich

ABF WESTERN STATES

PART II

PICK-UP AND DELIVERY

LOCAL CARTAGE AND

DOCK WORKERS

SUPPLEMENTAL AGREEMENT



For the Period of July 1, 2023
through June 30, 2028

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**PART II
PICK-UP AND DELIVERY,
LOCAL CARTAGE AND DOCK WORKERS**

SUPPLEMENTAL AGREEMENT

**COVERING DRIVERS EMPLOYED BY PRIVATE,
COMMON AND CONTRACT CARRIERS**

**For the period of:
July 1, 2023 thru June 30, 2028**

**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 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

Section 1. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dockmen, warehousemen, checkers, power-lift operators, hostlers, and such other employees as may be presently or hereafter represented by the Union, engaged in local pick-up, delivery and assembling of freight within the jurisdiction of a Local Union, not to exceed the limitations set forth in Section 3 of this Article 57 (excluding the jurisdiction of Joint Council 7). It is agreed and understood that on all work which extends beyond the limitations set forth in Section 3 of this Article 57, and which work can be performed by either a "Local Cartage Operator" or a "Certified or Permitted Carrier" the drivers in such cases shall in no event be paid less than they would receive under the Over-the-Road Agreement for all work performed.

Employees Covered

(b) Employees covered by this Agreement shall include, but not be limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse-drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purposes of this Agreement. The term employee also includes, but is not limited to, all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving, assembling, drag lines and allied work.

Definitions

(c) Pick-Up, Delivery and Local Cartage as covered by this Agreement shall mean those operations that do not exceed the area practice for cartage and pick-up and delivery.

Short Line and Peddle Restrictions

Peddle run or short line drivers shall be restricted to the loading and/or unloading of freight from the driver's own equipment only. If such drivers operate into an area where the rate of pay or conditions under which he works conflict with local area rates, he shall

receive the higher hourly rate and he shall receive daily overtime after eight (8) hours or ten (10) hours depending on the bid shift (5-8's or 4-10's).

(d) Interline drivers are to be restricted to the loading and/or unloading of their own equipment only from and to a point immediately adjacent to the end of their own equipment.

(e) The Employer recognizes the hostling of line, city and shuttle equipment is generally assigned to and performed by qualified employees under the terms of this Agreement. However, the Union agrees that line drivers may perform restricted hostling of their equipment, to include the placement of trailers at and/or the pulling of trailers from the dock, during hours that the terminal is not in operations or when there are not qualified employees on duty at the straight time rate of pay who have been assigned to hostling duties and who are physically in the yard performing hostling work other than on their own pick-up and delivery unit, at the terminal at the time line equipment must be hostled.

Therefore, the Employer agrees, other than as provided above, that the following hostling shall be performed by qualified employees under this Agreement provided such employees are on duty and would not be required to work overtime and necessary equipment is available.

1. The pre-stringing of all outbound trailers.
2. The breaking up of inbound trailers.
3. The placement of trailers at the dock and the pulling of trailers from the dock.
4. The hooking of power units to outbound relay trailers.

Drivers shall be required to drop a schedule and hook his/her power unit to an outbound schedule and not be in violation of this provision.

Section 2. Combination and Road Work

The position of both Employer and Union Negotiating Committees is that under the Agreement, city men shall not perform roadwork or vice versa. But, in certain circumstances, city men must be called in to do roadwork. In that event:

(a) City Work—Road Run—Return to City during Normal Working Day

Where a city driver has worked part of his workday in the city, and is assigned to a road run from which he returns within his normal working day, he shall be paid for city work performed, plus appropriate road pay on the road run plus hours worked in the city after return from the road run. All hours actually worked must be included for computation of overtime.

(b) City Work—Road Run—No Return to City during Normal Working Day

Where a driver has worked part of his workday in the city, is then assigned to a road run, and does not perform any city work after conclusion of the road run, he shall be paid for city work performed, plus pay for the road run at the appropriate rate and guarantee. In this situation, hours worked on the road run shall not be included in the calculation of overtime.

(c) Combination Short Line—Peddle Dock Employee

A combination short line, peddle dock employee shall be permitted to perform a combination of dock work and pick-up and delivery enroute in conjunction with his peddle operation; provided, however, that where there has been a past practice to permit the employee to do pick-up and delivery work in the city as well as enroute, because of the lack of volume of freight which does not lend to any pick-up and delivery drivers being employed regularly, he shall be permitted to continue to do such pick-up and delivery work.

A short line or peddle driver may, during his tour of duty, work some hours on the dock, loading and unloading his own equipment,

except where there are regular dock employees and no regular employee is on lay-off status, and may peddle intermittently, and may also operate short runs. Such combination employee shall receive the highest rate for the classification enumerated and be paid one and one-half (1-1/2) times the regular hourly rate for all hours in excess of eight (8) hours per day.

(d) Restrictions in Use of Combination Driver Operations

A combination driver operation shall not be put into effect for the purpose of avoiding or defeating the provisions of either the City or Over- the-Road Agreements.

A combination driver operation shall be defined to be an operation on which an Employer can only by reason of necessity use a driver on combined duties.

It is understood that sub-sections (a) and (b) above are to be used on an emergency basis only and that the limitations set forth in Article 57 of the Over-the-Road Supplement shall govern all other pick-up and delivery operations.

Section 3. Addendums to Agreements

Addendums to this Supplemental Agreement, describing the radius established by past practice for city pick-up and delivery contracts, as well as those Addendums providing for better wages, hours and working conditions than those provided in this Supplemental Agreement, which have previously been negotiated and put into effect by Local Unions and Employers, shall be reduced to writing and executed by the Employer and the Local Union or Local Unions affected.

Section 4.

The following provision is supplemental to Article 12—Uniforms—of the National Agreement.

Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

Section 5. Injury or Illness on Duty

The following provision is supplemental to Article 14—Compensation Claims—of the National Agreement.

When an employee is injured on the job, he shall receive full pay for that day or his current tour of duty, as the case may be, with a minimum of eight (8) hours pay.

In the event an employee is injured or becomes ill while on a run away from his home terminal, his Employer shall arrange and pay for first class transportation by plane, or as directed by the doctor, to his home. In case of death away from home terminal, the Employer shall bear the cost of bringing the body home.

Section 6. Records of Movements

The following provision is supplemental to Article 29- Piggyback, Barge, etc.—of the National Agreement.

On operations covered by this Agreement which combine with or are a part of other methods of transportations as set forth in Article 29 of the National Agreement, including leasers, full and complete records of handling, dispatch and movement of such units are to be kept by the Employer and such records are to be made available for inspection by the representative of the Union in the locality affected by such operations.

ARTICLE 58.

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 eight (8) hour employees, or with two (2), four (4) or six (6) hour 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.

Dock/PUD employees on layoff, subject to qualification, shall be offered four (4) hour shifts ahead of casuals. Dock/PUD employees who are on layoff and CDL qualified will have the ability to work Linehaul at the driver's home domicile, where applicable, in seniority order ahead of casuals.

Section 2. Bidding

Regular runs and positions, except "House" accounts or "Contract" accounts, shall be posted for bid on a seniority basis. Such posting shall be at a conspicuous place so that all eligible employees may receive notice. There shall be no multiple bids unless such bids are

for the exclusive purpose of providing a full day's work, or unless such bids are otherwise mutually agreed to. However, where there is normally sufficient work to justify a single classification bid, that bid may not be posted as a multiple bid. Where multiple bids are agreed to, the primary bid shall be the first listed. There shall be at least one general bid each year within each Local Union's jurisdiction and there may be additional bids, where business or operating conditions warrant. Disputes as to the bidding may be submitted to the grievance procedure. All temporary positions of twenty- eight (28) days or longer duration will be posted for bid purposes.

ARTICLE 59. MEAL PERIOD

Meal periods shall be established by the Employer at either thirty (30) minutes or one (1) hour, but not both, and shall not be changed except by mutual agreement. Each classification and/or shift shall have a uniform meal period. No employee shall be compelled to take more than one continuous meal period during his shift 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.

ARTICLE 60. GENERAL PROVISIONS

Section 1. Split Shifts

There shall be no split shifts. An emergency call-back as referred to in Section 15 of this Article shall not be considered a split shift.

Section 2. Sanitary Conditions

The Employer agrees to maintain a clean, sanitary washroom, having hot and cold running water and with toilet facilities.

Where the Company provides a lunch room, it shall be maintained in a clean and sanitary condition. Where there is no lunch room, a clean and sanitary area shall be made available. It is understood and agreed, those terminals operating twenty-four (24) hours a day shall be cleaned an adequate number of times during each day to ensure the intent of this provision is complied with. It is recognized the employees share a responsibility to not intentionally abuse these facilities.

In the event of passage of federal, state or municipal legislation that would mandate the adoption of a non-smoking policy, the Employer and the Local Union shall meet and jointly develop such policy guidelines. Failure of the parties to reach agreement, the issue shall be submitted to the JWAC for resolution.

Section 3. Wreckers and Tow bar Equipment

When company equipment is used as a wrecker or tow truck, such equipment shall be operated by an employee within the recognized bargaining unit; except when a piece of equipment other than a wrecker is used to tow equipment into a garage or terminal area, then it shall be the work of an employee under this contract or appropriate supplement.

Section 4. Definition of Casual Employee

(a) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided. Casuals shall not have seniority status, and shall not be discriminated against for future employment.

(b) Replacement casuals may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacation, subject to the provisions of Article 3, Section 2(b) of the NMFA and Article 64, Section 1(e), herein, or other absence, except when an absence of a regular employee continues beyond ninety (90) consecutive days, a replacement casual shall not thereafter be used to fill such absence, unless the Employer and the Local Union mutually agree otherwise. Where the Company has at least three (3) hours' notice that a regular employee will be absent from his shift, the casual shall be started at the same time as the regular starting time in order to be counted as a replacement casual. Where the Company has less than three (3) hours' notice that a regular employee will be absent from his shift, a casual started at the next starting time will qualify as a replacement casual. For the purpose of verifying that a casual was a replacement casual, the monthly casual report furnished to the local union in sub-section (g) below shall be so noted. Furthermore, all such activities shall be recorded daily on

the crew sheets and/or manpower sheets, which shall be made available to the stewards and/or business agents upon request daily. Such daily reports shall also include any cartage and/or sub-contractors utilized on these dates, identifying whether such activity is either considered replacement casual or supplemental casual.

(c) Supplemental casuals may be used to supplement the regular workforce if all available regular employees are working or scheduled to work. However, casuals shall not be used to deprive regular employees of premium day work.

Four (4) Hour Casuals

(d) Four (4) hour casuals shall not be called for less than four (4) hours work. 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 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.

(e) Any casual or non-seniority owner-driver used by an Employer twelve (12) supplemental work shifts within a calendar month shall be automatically added to the seniority list with a thirty (30) day probationary period. Such probation shall be completed within thirty (30) consecutive days following completion of the twelve (12) shifts worked.

If the Employer is required to add additional regular employees under the provisions of sub-section (f) below the Employer shall add the appropriate number of probationary employees from among those individuals who have been working as casuals for the Employer. The addition of such probationary employees must be completed within the forty-five (45) consecutive day period immediately following the date the Employer became obligated to add additional employees under the provisions of sub-section (f) be-

low, unless there is a layoff of regular employees during this forty-five (45) day period. In which case, this forty-five (45) day period shall be suspended until such time as the last regular employee on layoff is recalled, at which time the balance of this forty-five (45) day hiring period shall begin. Failure to add the appropriate number of probationary employees during this prescribed forty-five (45) day time period will subject the Employer to runaround claims.

(f) When an Employer utilizes eight (8) hour supplemental casuals thirty (30) or more days in a sixty (60) consecutive day period, the Employer shall add one (1) regular employee to the regular seniority list.

(g) A monthly list of all extra (e.g., laid-off) casual (supplemental or replacement) and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall show:

- (1) The employee's name, address and social security number;
- (2) The date worked;
- (3) The classification of work performed each date, and the hours worked;
- (4) The name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or job steward.

Any alleged violations of this Article may be grieved by the Local Union.

Section 5.

Casual employees shall not be used to deprive regular employees of overtime. All regular employees shall be working or scheduled to work before a casual or extra man is used.

Section 6. Coffee Breaks

All employees shall be granted a ten (10) minute coffee break approximately half-way through the first half of their shift, and a ten (10) minute coffee break approximately half-way through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

Time spent by the employee walking from his assigned work area to the coffee break area is included in the ten (10) minute coffee break period and time spent returning to his assigned work is excluded from the ten (10) minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a ten (10) minute coffee break at the beginning of their normal start time.

In addition, an employee, who is required to work overtime continuous to their regular scheduled shift, shall receive a ten (10) minute coffee break at the tenth (10th) hour, provided the need to work overtime will continue beyond two (2) hours.

Section 7. Piggy-Back Crew

In the loading and unloading of trailers from rail cars there shall be at least two (2) men in the crew at all times.

Section 8. Commission Agents

Commission agents performing work covered by this Agreement shall abide by and be governed by the terms and conditions of this Agreement.

Commission agents who employ additional help to perform work covered by this Agreement shall be subject to the terms and provisions of this Agreement.

Section 9. Highway Equipment Used in City Work

(a) All equipment purchased, ordered, and/or introduced to the Pickup and Delivery operations after April 1, 2003 will be equipped

with air conditioning and will be maintained in proper operating condition during the period of May 31st through September 30th. The Company will not exceed two weeks in making necessary air conditioning repairs during this period. It shall not be a violation of this section to operate any unit while waiting for repairs.

All road tractors transferred from the road operation into the city, effective January 17, 2003, will retain their air conditioning units. They will be maintained in accordance with the agreement effective April 1, 2003.

All road tractors transferred from the road operation into the city on November 1, 2002, will be made operational if that units component parts are available. They will be maintained in accordance with the agreement effective April 1, 2003.

(b) Any power equipment used in highway operations shall be considered heavy duty equipment and drivers using such equipment in pick-up and delivery or cartage work shall receive the heavy-duty scale of wages in accordance with past practice. Assignment to heavy duty equipment will be by seniority preference if qualified.

Section 10. Seniority Violation

In the event an employee is not worked in his rightful position of seniority he shall be compensated in the amount that was earned by the employee who was worked in his stead. In the event an employee is not worked in his rightful seniority position and is later worked, he shall be compensated at the regular straight time rate of pay for all hours commencing at the time he should have worked and the time he did work, not to exceed six (6) hours. The total amount an employee is paid under this provision, including penalty pay, shall not be less than that paid to the junior employee who was worked ahead of the senior employee.

An employee whose seniority is violated under this provision and is either offered work at a later time and refuses or a verified attempt to offer work at a later time is made and the employee is not available, such employee shall not be eligible for the benefits of this provision.

Section 11. Paid-For Time

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the driver, shall be paid for, exclusive of meal periods.

Section 12. Call-In Guarantee

Any regular employee called and reporting for duty shall be guaranteed a minimum of eight (8) hours pay at the regular hourly rate.

Section 13. Work in Other Classifications

When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower rated work performed.

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

Section 14. Work in Other Jurisdictions

In the event the companies under the jurisdiction of the Local Union party hereto should contract work under the jurisdiction of another Local Union or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.

Section 15. Emergency Call-Back

When an employee has clocked out and actually departed from the Employer's premises and is thereafter "called back" for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1-1/2) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.

Section 16. Jiff-Lock Crew

Two (2) men shall be used on the "old-type" jiff-lock when in the terminal area and help is available. This does not apply to the new type semi-automatic jiff-lock.

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 by-passed 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.

(b) When successful bidders for premium day work, unassigned, and laid-off employees (whether on letter of layoff or on day to day layoff) are not available when called, they will not be called again for any work in that calendar day period.

(c) All employees (bid employees to include both CDL and non CDL qualified, percenters and also casuals) must have ten (10)

hours off duty from the end of their scheduled shift prior to their next scheduled start time.

Section 18. Outside Carriage and Sub-Hauler

The Employer shall whenever possible use its own equipment before using any outside Carriage Company or sub-hauler. Overflow cartage in excess of the number of absent employees will be counted as a supplemental day for the purpose of adding employees to the seniority list under the 30-60 provision. In the event of a dispute concerning the use of outside carriage or sub-haulers such dispute shall be subject to the grievance procedure. This does not apply to normal interline operations.

ARTICLE 61. LEASED EQUIPMENT

(a) For the purpose of protection, the established driver's rate, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Multi State and Joint Western Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

(b) In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the leaser of said equipment.

(c) The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

(d) This Article applies only to city employees owning and operating their own equipment.

No Employer shall use equipment owned and driven by the employee under the provisions of this Article without first negotiating

the minimum rates for the use thereof with the Local Unions and having such agreements approved by the Multi State Committee and Joint Western Area Committee.

ARTICLE 62. SPECIALIZED CONTRACTS

There are many contracts with Teamster Unions covering handling and hauling of special classifications of commodities and such contracts may or may not be supplemental to the National Agreement. Therefore, when work is performed under any agreement supplemental to the National Agreement which work would normally fall under a contract with a Teamster Local Union, party to the National Agreement or not, which provides for higher rates of pay and other superior benefits of employment, all such higher rates of pay and superior benefits or conditions shall be paid the employees while performing such work.

ARTICLE 63. RATES OF PAY

Section 1. Wage Rates and Classifications

The wage rates for classifications covered by this Agreement, in the various areas to which this Agreement is applied, are set forth in the schedules identified as Appendix "A" attached hereto and made a part hereof.

Premium differentials as established, whether by contract or by past practice, shall remain in effect under this Agreement.

Section 2. New Hire Rates

(a) CDL Qualified Employees are subject to the progression rates below:

(1) Effective first (1st) day of employment. 90 % of the top rate of pay.

(2) Effective first (1st) day of employment plus one (1) year. Top rate.

Non-CDL Qualified Employees are subject to the progression rates below:

(1) Effective first (1st) day of employment—Seventy (70) % of the top rate of pay.

(2) Effective first (1st) day of employment plus one (1) year. Seventy-five (75) % of the top rate.

(3) Effective first (1st) day of employment plus two (2) years. Eighty (80) % of the top rate.

(4) Effective first (1st) day of employment plus three (3) years—Ninety 90% of the top rate.

(5) Effective first (1st) day of employment plus four (4) years—Top rate

The term “top rate” is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

The above rates of pay shall not apply to casual employees.

Non-CDL qualified employees that obtain CDL qualification/certification (from an ABF approved training school/program) shall upon certification receive the applicable wage rates and/or progression (if applicable).

(b) Casual Hourly Rates

(1) City Pick-Up and Delivery and Combination Employees shall receive Eighty-five (85) % of the GWI:

EFFECTIVE	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
	\$22.41	\$25.39	\$26.03	\$27.30	\$27.94

(2) Dock Casuals:

Those Dock only casuals are subject to the following wage rates:

EFFECTIVE	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
	\$17.50	\$17.75	\$18.00	\$18.25	\$18.50

(c) The Employer shall give equal opportunity for referrals of new hires and/or casual employees through Local Union hiring hall or referral system.

Disputes regarding alleged abuses of the provisions of this Article may be submitted directly to the Western States Area Negotiating Committee for consideration and if not resolved by such Committee, shall be referred to the Joint Western Area Committee Main Committee for final determination.

Section 3. Local Cartage & Short-Haul Operations

1. A local cartage company is defined as one whose entire authority is within a commercial zone or agreed-to radius and who transports freight originating and terminating in such area. Special contractual conditions for local cartage operations will be set forth in separate Addendums as provided for in this Agreement.

2. A short-haul operation is one in which a carrier's entire operating authority is within, or one who has a special operation that can be identified as within a single state or agreed-to area and who transports freight originating and terminating within such single state or agreed-to area. Special contractual conditions that apply to such short-haul operations will be set forth in separate Addendums approved as provided for in this Agreement.

Section 4. Obnoxious Cargo

Any employee physically handling hides, creosoted items or lamp black shall receive one dollar (\$1.00) per day above his regular wage scale.

Such employee will be furnished with such safety equipment as necessary, including but not limited to goggles, gloves, masks, aprons, etc. Disputes arising from the application of this provision shall be submitted to the grievance procedures of this Agreement.

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves.

Any employee who shows evidence of contamination from radio-active materials may, at the request of the employee and/or the employer, be examined by the Company Doctor.

Section 5. Rain Gear

Terminal yardmen and hostlers shall be provided with clean adequate rain gear including rubber footwear. Rubber footwear shall be furnished for employees when handling frozen commodities at cold storage facilities. Safety shoes shall be made available at cost, and with payroll deduction if requested.

Section 6. Triples Premium

An employee working under the Pickup and Delivery Agreement who drives triples outside the terminal area at any time during the day shall be paid the heavy-duty rate for the entire day, plus \$1.00 per day triples premium.

ARTICLE 64.

Section 1. Work Day and Work Week

(a) The work week shall be scheduled for five (5) consecutive days. In addition to and in conjunction with the Monday through Friday work week, the employer shall be entitled to establish combination bids over the weekend, with the following limitations:

- One (1) to ten (10) total employees will equal two (2) bids
- Eleven (11) to twenty (20) will equal three (3) bids
- Twenty-one (21) to forty (40) will equal four (4) bids
- Forty-one (41) or more will equal ten percent (10%) of the roster

In the event business levels over the weekend increase, additional bids may be added according to the following formula. Use of a premium pay employee for five (5) consecutive weekends will trigger the posting of one (1) additional bid at the discretion of the Employer.

(1) In addition to and in conjunction with the five (5) consecutive eight (8) hour workweeks described above, the Employer may es-

establish a workweek consisting of four (4) ten (10) hour workdays, Monday through Friday, in accordance with the following rules:

(2) All four (4) ten (10) hour Monday through Friday workweeks shall be subject to seniority bidding.

(3) Non-guaranteed regular employees and casual employees shall not be scheduled to work ten (10) hour workdays to supplement a four (4) ten (10) hour Monday through Friday bid or to replace the day-to-day absence of a bid employee.

(4) In the event of a temporary vacancy in a four (4) ten (10) hour Monday through Friday bid due to vacations, illness or injury, leaves of absence or any other absence of a full week or more, shall be bid to the unassigned, non-guaranteed employees. If not filled in this manner, the most junior unassigned, non-guaranteed employee shall be assigned to the temporary vacancy. In no event will a casual employee be assigned to a ten (10) hour workday.

(5) All four (4) ten (10) hour bids shall have two (2) twenty (20) minute breaks.

(6) Where the employer has established a bid work day with a start time between 10:00 p.m. and 12:00 midnight, that shift will be considered the next calendar day for the purposes of determining the bid day, holiday, payroll. No one shall work more than one full shift per calendar day.

Starting Times

(b) The number of start times in effect today will remain. In addition to the existing number of start times, the Company will be allowed to add three (3) additional start times in a twenty-four (24) hour period. There shall be no more than twelve (12) total start times unless such times currently exist in any given location. Non-guaranteed employees employed at a terminal with less than ten (10) employees may be started at a time other than an established start time; provided, however, all established start times have been posted and bid as provided below. The maximum number of starting times may be modified when mutually agreed to. Such starting times shall apply separately to drivers and dock employees in each terminal.

Individual annual bids and supplemental bids thereafter shall have a common start time for each day of the bid work week. When necessary to meet particular needs of an Employer's specific operation, the bid start times for each day of the workweek may be varied subject to approval of the Joint Western Area Committee.

Work Week Guarantees

(c) Where the work week is now limited to Monday through Friday eighty per cent (80%) of the regular dock and truck helper employees shall be guaranteed forty (40) hours of work or pay. In any terminal utilizing the language in Article 64, Section 1(a) above, ninety percent (90%) of the regular employees shall be guaranteed forty (40) hours of work or pay. It is agreed that the standard forty (40) hour work week need not apply to ten percent (10%) or twenty percent (20%) of the regular employees in any classification, with a minimum of one (1). Seniority must be recognized. Probationary employees shall be considered regular employees for the purpose of this provision.

(d) Where the work week is scheduled Monday through Friday and Tuesday through Saturday, eighty five percent (85%) of the regular dock, truck helpers and driver employees shall be guaranteed forty (40) hours of work or pay. It is agreed that the standard forty (40) hour week need not apply to fifteen percent (15%) of the regular employees in either classification, with a minimum of one (1). Seniority must be recognized. Probationary employees shall be considered regular employees for the purpose of this provision.

A minimum of ten percent (10%) of the total number of regular employees on the seniority roster shall be bid on a Tuesday through Saturday work week.

Vacation Hold down Bids

(e) Based on the number of casual employees added to the regular seniority list under the provisions of Article 3, Section 2 (b) of the NMFA, the Employer shall establish an appropriate number of "vacation hold down bids." The number of such bids shall be determined by applying the applicable 80%, 85% or 90% weekly guaran-

tee formula to the number of such casual employees added to the regular seniority list and that number of “vacation hold down” bids shall be considered as part of the Employer’s obligation to guarantee the applicable 80%, 85% or 90% of the regular work force forty (40) hours work or pay. Nothing contained herein is intended to modify practices of bidding 100% of all positions to the regular work force.

Vacation hold down bids shall include a regular start time; provided, however, such regular start time may be changed when necessary to move an employee from his bid “vacation hold down” start time to another start time to fill the bid position of another employee who is on vacation. Employees assigned “vacation hold down” bids may not be moved from their bid start times to another start other than for reasons provided herein and violations of this provision are subject to the grievance procedure and appropriate penalty claims.

When necessary to move bid employees from their regular “vacation hold down” start time to replace vacation absences, the start times of the vacation absences to be filled shall be selected, on a seniority basis, among all employees assigned to “vacation hold down” bids. Once that selection is made, the employee shall be required to fill that vacation absence for the time period such absence is replaced and shall not be allowed to exercise seniority to make other selections during this time period. Bid “vacation hold down” employees who are moved from their bid start time to another start time to fill a vacation absence shall have their daily time card so noted, including the name of the employee who is on vacation.

In the event the total number of bids is reduced as a result of employees being placed on letter of layoff, the number of “vacation hold down” bids shall also be reduced accordingly.

Temporary Work Disruptions

(f) Temporary disruptions of work beyond the control of the employer and other disruptions caused by fires, floods, or other Acts of God, or unavailability of fuel due to fuel shortages or strikes at terminals shall break the weekly guarantees during the period of such disruptions. Available work during such period of disruption shall be offered in seniority order. At the time such temporary dis-

ruptions are terminated, bid employees shall be returned to their respective bid start times provided the affected employee had eight (8) hours off duty prior to the start of his bid start time. In the event a bid employee has not had eight (8) hours off duty prior to the resumption of his bid shift, he shall be returned to his bid shift the next following bid day.

Disputes as to the Employer's inability to continue operations due to reasons provided herein shall be subject to the grievance procedure.

Casual Employees

(g) When casual employees are used three (3) or more days in any one (1) week they shall be included on the seniority list for the purpose of only determining what employees shall receive the weekly guarantee. This shall not apply to casuals used to replace absentees. The eighty percent (80%), or ninety percent (90%) test whichever is applicable, shall be applied to the highest number of employees put to work in that week.

Section 2. Overtime Sunday Work

(a) With the exception of employees working under Article 64, Section 1 (a), Sunday work shall be paid at one and one-half (1-1/2) times the regular hourly rate, unless it is the seventh (7th) consecutive day, in which case this shall be paid at two (2) times the regular hourly rate.

Six-Day Operations

(b) Where a six (6) day operation has been mutually agreed to, Saturday and Sunday as such shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for hours worked or guaranteed and where employees work from Tuesday through Saturday such employees shall be paid premium pay for Monday.

Employees falling within the fifteen percent (15%) category, where there is a Tuesday through Saturday work week, who have not received forty (40) hours of work or pay Monday through Friday, shall work on Saturday (if work is available) behind the Tuesday through Saturday bid employees in accordance with their seniority as among themselves and ahead of other senior employees who had

received forty (40) hours of work or pay Monday through Friday. Overtime after eight (8) in twenty-four (24) shall not be applicable on Saturday for such employees who have worked the preceding Friday. However, daily overtime after eight (8) shall apply.

Premium Day Overtime

(c) Choice of premium day overtime shall be governed by seniority or, if mutually agreed to by the Employer and the Union, by rotating seniority board. All premium work lists shall be posted.

Regular employees shall not be forced to work their seventh (7th) consecutive day (premium day only).

Daily overtime continuous to a regular scheduled shift shall be first offered to the employees working on the affected shift (post shift overtime), and if not filled in this manner, shall then be offered on an early call-in basis (pre-shift overtime); provided such early call-in would not result in the working of more overtime hours than was reasonably anticipated, and then through the use of casual employees. If daily overtime continuous to a regular scheduled shift is required, the company 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. Abuse of this section by either the Employer or the employees shall be subject to the grievance procedure.

Nothing contained herein is intended to force the Employer to work employees at the double (2) time rate of pay ahead of Employees eligible to work at the time and one-half (1-1/2) rate of pay.

In Addition to Guarantee

(d) All hours worked on Saturday or Sunday where a Monday through Friday workweek prevails and all hours worked on Sunday where an optional work week prevails shall not apply against the weekly forty (40) hour guarantee but must be paid in addition to the guarantee.

After 8 and 40

(e) All hours worked in excess of forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1-1/2) times the regular

hourly rate . In addition, all hours worked in excess of eight (8) hours in a shift will paid at one and one-half (1 ½) times the regular hourly rate and any work in excess of eleven (11) hours will be paid at two (2) times the regular hourly rate of pay. Overtime shall not be pyramided.

(f) Where Saturday or Sunday is a premium day as such, this practice shall remain in effect.

(g) In computing pay for work time, past practice as provided by written contract shall prevail.

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 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 notify employees prior to their last scheduled break so employees will have an opportunity to make necessary calls during the break time.

It is understood that the Employer shall not force employees to work a sixth (6th) tour of duty more than one (1) time in a calendar month. Employees with or obtaining fifteen (15) years of service during the contract year on his/her seniority date who volunteer for a 6th tour of duty cannot be forced in that calendar month.

Abuses of this Article by either the Employer or employees shall be subject to the grievance machinery and may be filed directly with the JWAC for expedited resolution and the grievance committee may impose appropriate restrictions to remedy such abuse.

Dual Work Week

(i) If any Company terminal does not desire to retain its dual work week as provided for in Sections 1 (d) and 2 (b) as contained herein, such company terminal shall, upon reasonable notice to the Union, have the option of reverting to a five (5) day work week as provided in Section 1 (c) herein; however, after such option has once been exercised, the company terminal so exercising such option will not be permitted to reestablish a dual work week.

(j) The provisions of Article 64, Sections 1 (d) and 2 (b) shall be affected no later than sixty (60) days following the ratification of this Agreement.

Section 3. Holiday Week Guarantees

In any week in which a paid holiday falls the guaranteed work week shall be thirty-two (32) hours, and all hours worked in excess of thirty-two (32) hours excluding the holiday in such week, shall be paid at the rate of one and one-half (1-1/2) times the regular rate, providing the holiday falls within the scheduled work week. Over-time shall not be pyramided.

Holidays falling outside the regularly scheduled work week shall be paid in addition to the forty (40) hour guarantee. Where two (2) holidays fall in one (1) week the above figure thirty-two (32) shall be changed to twenty-four (24) wherever it appears.

Any holiday falling within an employee's regular workweek shall be counted as a day worked in the application of premium day over-time on the 7th day as provided in Section 2 above.

Where the Employer has established a bid workweek with a daily start time between 10:00 p.m. and 12:00 midnight the previous day and an employee is worked at such established bid start time the day prior to a holiday and works into the holiday shall be considered as working on a holiday and all hours worked shall be compensated at the applicable holiday rate of pay. Employees who are started to work on such established start times on the day of a holiday and work out of the holiday shall be considered as working the day after the holiday and shall be compensated at the applicable straight-time rate of pay.

ARTICLE 65.

Section 1.

(a) Breakbulk terminals may be established for Multi-State operations under the terms of this Agreement with a flexible work-week for dock (loaders/checkers), forklift operators, hostlers, blockers and yard employees, only after the Employer has filed for and received approval from the appropriate Joint Western Area Committee.

The provisions set forth herein are not intended to set aside and/or modify breakbulk guidelines mutually agreed to prior to April 1, 1991, except as necessary to incorporate the provisions of Section 2(e)—The Order of Work, and Section 2 (i), which shall be applicable to such breakbulk terminals and where it may be necessary to modify such guidelines in order to incorporate other applicable terms and conditions of the 1991-94, WSA Supplemental Agreements, these guidelines will be relied upon to resolve any disputes that may arise as a result thereof. Breakbulk terminals established after April 1, 1991, shall be subject to all guidelines set forth hereinafter.

(b) Application

Prior to making application for approval, the Employer shall meet with the affected Local Union(s) and attempt to work out any special requirements involving operational needs and implementation of the breakbulk guidelines contained herein.

Thereafter, the Employer shall set forth in its filing with the Joint Western Area Committee a full description of the proposed operation including any disputed items with the Local Union(s).

(c) Guidelines

The guidelines set forth hereinafter will apply to breakbulk operations described above. Deviations from these guidelines will not be recognized unless approved by the appropriate Joint Western Area Committee.

Section 2. Breakbulk Guideline “A”

[Five (5) eight (8) hour days]

(a) The guaranteed workweek shall be forty (40) hours per week consisting of five (5) consecutive days with a daily guarantee of eight (8) hours, and shall apply to ninety percent (90%) of the total regular work force.

(b) Workweeks and starting times shall be bid for ninety percent (90%) of the aforementioned regular work force. Any eight (8) hour reassignment from a bid classification to a different classification which occurs on the same shift for twenty (20) out of thirty (30) days will result in a posting of a bid. This language is not intended to force the posting of bids in excess of the required ninety percent (90%). The intent of these guidelines is bid employees work on their bid jobs. This provision is not intended to abolish combination bids that were mutually agreed to prior to April 1, 1991.

(c) Time and a half (1-1/2) shall be paid for work performed on the sixth (6th) consecutive day, and double time for the seventh (7th) consecutive day in an employee's workweek, subject to item (g) and (i) below. Premium day overtime shall be offered to regular employees on their off days by seniority, subject to classification. Extra work on premium days shall be posted according to the classification primarily needed even though other work may be required. All employees will be provided work on their sixth (6th) consecutive day before anyone works their seventh (7th) consecutive day.

(d) A bid employee who misses a bid workday breaks his weekly guarantee and may not make up the missed workday, except as noted in (e)(5) below.

(e) The following shall set forth the order of work and rates of pay.

(1) Bid employees working their regular bid day.

Straight Time

(2) Ten percent (10%) employees who have not been offered five (5) workdays in the Friday through Thursday workweek, including

the replacement of guaranteed employees absent from work on a day-to-day basis, including long-term disabilities. This provision shall not have application to the replacement of a regular employee who failed to notify the Employer he would be absent from a scheduled workday prior to his bid start time (no-call/no-show), in which event the Employer may use a casual to replace such absence and such casual may be started within the four (4) hour period following the bid start time of the regular employee being replaced.

Straight Time

(3) Once the provisions of (1) and (2) have been exhausted, the Employer may then use replacement casuals to fill the absence of any regular employee, including ten percent (10%) employees, excluding holiday replacements other than as provided in Article 51, Section 6 of the WSA Common Clauses and subject to the provisions of Article 3, Section 2(b) of the NMFA. Such replacement casuals must be started on the start time of the employee being replaced.

Straight Time

(4) Bid people who worked their five (5) consecutive days, and ten percent (10%) employees who worked the first five (5) days offered.

Premium Time

(5) Bid people who did not work their five (5) consecutive days, and ten percent (10%) employees offered and not reporting for five (5) workdays in the workweek.

Straight Time

(6) Supplemental Casuals

Straight Time

Failure to comply with the "Order of Call" provisions will subject the Employer to runaround claims.

(f) Daily overtime shall be offered to regular employees on the shift working in accordance with seniority and classification.

(g) When an employee moves from one (1) workweek to another it will be accomplished in accordance with the breakbulk workweek change charts which were approved by the Joint Western Area Committee.

(h) The standard forty (40) hour workweek guarantees need not apply to ten percent (10%) of the regular employees with a minimum of one (1). Ten percent (10%) employees may be worked any five (5) out of seven (7) days in the workweek beginning Friday through Thursday with a minimum daily guarantee of eight (8) hours subject to 2(c) above.

(i) In any workweek in which the guaranteed workweek is reduced in accordance with the provisions of Article 64, Section 3, herein, ten percent (10%) employees, at their option, shall not be required to work any day in excess of such reduced guaranteed workweek.

(j) When an unassigned employee does not work or is not offered the opportunity to work forty (40) hours in a week in which casuals were used, when under the rules set out herein, he otherwise could have performed the work, he shall have claim on the days so worked by such casuals.

(k) Supplemental casuals may be used only after all regular employees are working or scheduled to work, including regular employees who on their scheduled days off have been given the opportunity to exercise their seniority to work premium days in accordance with the provisions of 2(e) above. Casuals, other than when being used to replace a regular no-show/no-call absence, and all unassigned employees shall not be started at any time other than a regular bid start time. All casuals used to replace a regular no-show/no-call absence, and all unassigned employees shall not be started at any time other than a regular bid start time. Supplemental casuals may, however, be started at times other than bid start times at combination terminals that were approved as such by the JWAC prior to April 1, 1991.

(l) There will be a complete re-bid of jobs. The Company will be allowed to make bid changes in the future upon reasonable notice to the Union and employees because of operational needs or changes in the flow of freight.

Section 3. Breakbulk Guideline “B” (Four (4) Ten (10) hour Days)

The provisions set forth in Section 2 above shall be applicable to all breakbulk terminals with a four (4) ten (10) hour workweek, and shall be modified only to the extent necessary to accommodate such workweek and to provide eighty-five percent (85%) of the regular work force a guaranteed forty (40) hours work or pay and bid start times and fifteen percent (15%) of the regular work force will be unassigned and will not receive the weekly guarantee or be subject to bid start times.

Section 4. Combination Breakbulk/PUD Terminals

In cases where an Employer has been granted the authority to operate a breakbulk and pickup and delivery operation out of a common terminal, local pickup and delivery work (driving) on Saturday and/or Sunday is subject to the provisions of Article 64, Section 1. In the event additional employees are assigned driving work on Saturday or Sunday in violation of this provision, such employee shall be compensated at the applicable sixth (6th) or seventh (7th) day premium for the entire shift on the day of such violation and the Employer may be further subject to a seniority runaround claim on behalf of the affected pickup and delivery employee.

APPENDIX “A”

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

This Appendix “A” which is attached to the above described Supplemental Agreement is that certain Appendix “A” referred to in Article 63, Section 1, thereof, and sets forth the minimum wage rates for classifications of employment covered by such supplemental agreement in each of the variously described areas covered by this Agreement.

A classification of Teamster Rigger shall apply where work is performed under an A.G.C. Agreement on job-site construction. Rigging is in addition to cribbing, blocking, etc., and includes any specialized equipment other than a crane or a similar type of equipment making lift of hoist. Premium differentials shall remain the same.

JOINT COUNCIL NO.3

The wage rates shown below are applied to the classification of employees listed for operations performed within a radius of twenty-five (25) miles from city center of all Montana Cities within the jurisdiction of Local Union parties to this agreement.

Utah and Southern Idaho (Local Unions No. 222, No. 483, No. 983)

Local Union No.483, Boise, Idaho, and Local Union No. 983, Pocatello, Idaho: Wage rates are applied to the classifications on work performed within a radius of not to exceed thirty-five (35) miles from the most central points of the following localities: Boise, Twin Falls, Montpelier, Pocatello and Idaho Falls.

Utah (Local Union 222)

Wage rates are applied to the classifications on work performed within a radius of not to exceed fifteen miles from Salt Lake City and Provo or Ogden.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operator and P&D Drivers	30.13	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

Denver, Colorado (Local Union 17)

Rates apply to the classification listed within a radius of seventy-five (75) miles from the City of Denver.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	30.23	30.98	31.73	32.48	33.23
Straight Truck, Semi Heavy Duty Drivers of 4 Axles or More	30.28	31.03	31.78	32.53	33.28
Winch Trucks	N/A				

Colorado

Rates apply to the classifications listed within a fifty (50) mile radius of the city center of the city (other than Denver) in which the terminal is located.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	31.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	30.23	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

State of Wyoming (Local 17)

The following rates of pay shall be in effect in the State of Wyoming and shall have application to the classifications of work performed within the radius of various points in Wyoming as established by past practice under previous agreements; except Utah shall continue to have application to certain points on Highway 30 as established by past practice.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	30.23	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

Arizona, New Mexico (Local Unions No.104 & 492)

Rates shown shall have application to the work of the employees in the classifications named within the territorial jurisdictions of the Local Union and are confined to the operations within a radius of twenty-five (25) miles of the city in which the terminal is located.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	32.23	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

JOINT COUNCIL NO.28

Washington and Northern Idaho (Except Seattle and Tacoma)

The hourly wage rates below shall apply to operations within a thirty-five (35) mile radius of the city limits of the city in which the employee is stationed.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	30.23	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

Seattle and Tacoma

The hourly wage rates shall apply to operations within a thirty-five (35) mile radius of the city limits in which the employee is stationed.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.24	30.99	31.74	32.49	33.24
Checkers, Fork Lift Operators and P&D Drivers	30.30	31.05	31.80	32.55	33.30
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.39	31.14	31.89	32.64	33.39

Drivers stationed outside Seattle and/or Tacoma, running into Seattle or Tacoma, shall receive the higher rates in effect in Seattle and/or Tacoma for work performed within the corporate city limits of Seattle or Tacoma.

JOINT COUNCIL NO.37

State of Oregon

Rates shown are effective for the classification of work within a fifty (50) mile radius of all cities and towns as covered by the jurisdiction of each Local Union.

WAGE RATES FOR ALL LOCAL UNIONS EXCEPT LOCAL UNION NO. 81

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.13	30.88	31.63	32.38	33.13
Checkers, Fork Lift Operators, P&D Drivers	30.23	30.98	31.73	32.48	33.23
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.28	31.03	31.78	32.53	33.28

WAGE RATES FOR LOCAL UNION NO. 81 ONLY

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.24	30.99	31.74	32.49	33.24
Checkers, Fork Lift Operators and P&D Drivers	30.30	31.05	31.80	32.55	33.30
Heavy Duty Drivers of 4 Axles or More & Hostlers	30.39	31.14	31.89	32.64	33.39

Portland-Longview-Kelso Radius—the radius between Portland, Oregon and the cities of Longview and/or Kelso, Washington shall apply equally in both directions (50 miles).

JOINT COUNCIL NO.38

(Except jurisdiction of Local Union No.533, Reno, Nevada)

Covering all Pick-up and delivery operations within the territorial jurisdiction of any one Local Union party to this Agreement (except Local Union 533, Reno, Nevada) and within the combined territorial jurisdiction of Local Unions 94 and 431, or a radius of thirty miles from the carriers' terminal, whichever is greater.

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Riding Helpers (Full Day), Dockmen,	30.299	31.049	31.799	32.549	33.299
Warehouseman and Platform Men					
Loaders and Checkers	30.400	31.150	31.900	32.650	33.400
Drivers, 3 Axles or Less	30.400	31.150	31.900	32.650	33.400
Drivers, 4 Axles or More	30.530	31.280	32.030	32.780	33.530

Fork Lift Operators and Hostlers	30.530	31.280	32.030	32.780	33.530
Helpers (2 Hour Min.) Loaders and Unloaders	31.110	31.860	32.610	33.360	34.110
Heavy Duty Trucks, Machinery & Hoists with Winch A Frame, Derrick, Boom & Straddle, Low Bed Dual or More Axle, 3 Axle	30.653	31.403	32.153	32.903	33.653
4 Axles	30.653	31.403	32.153	32.903	33.653

Northern Nevada (Local Union No.533, Reno)

Rates shall apply to the work of all drivers and dock employees employed by an Employer party to the Agreement operating within the territorial jurisdiction of Local Union No.533, Reno. However, the Pickup and Delivery radius for Reno, Nevada will be forty (40) miles

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Dockmen, Loaders & Helpers	30.299	31.049	31.799	32.549	33.299
Checkers, Fork Lift Operators, P&D Drivers, 3 Axles or Less	30.400	31.150	31.900	32.560	33.400
P&D, 4 Axles, Heavy Duty Drivers of 4 Axles or More and Hostlers	30.530	31.280	32.030	32.780	33.530

JOINT COUNCIL NO.42

Southern California (Includes Local Union No.631, Las Vegas, Nevada)

CLASSIFICATION	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Riding Helpers	30.299	31.049	31.799	32.549	33.299
Freight Handlers Not on Marine Docks	30.299	31.049	31.799	32.549	33.299
On Marine Docks	N/A				
Drivers, 3 Axles or Less	30.400	31.150	31.900	32.650	33.400
Vehicle Combination 4 Axles or More	30.530	31.280	32.030	32.780	33.530
Yardmen or Hostlers	30.530	31.280	32.030	32.780	33.530
Checkers Not on Marine Dock	30.400	31.150	31.900	32.650	33.400
On Marine Dock	N/A				
Public Address— Central Control	30.400	31.150	31.900	32.650	33.400
Loaders	30.400	31.150	31.900	32.650	33.400
Winch Operators	N/A				
Fork Lift and Overhead Crane Operators Except On Marine Dock	30.470	31.220	31.970	32.720	33.470
Overhead Crane Helper	N/A				
Stick Man	N/A				

Extra labor shall be paid the rates in the schedule, subject to a minimum guarantee of four (4) and eight (8) hours, except that extra labor working on marine docks more than two (2) but less than four (4) hours shall be paid for four (4) hours at the applicable rate of pay.

IN WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Western States Area Part II Pick-Up and Delivery Local Cartage and Dock Workers Supplemental Agreement as set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

This agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this agreement for the performance thereof otherwise, and by such approval does not become a party to the Agreement.

NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

Ron Seamans, Western Region Freight Coordinator
Jeff Kendall, IBT Western Region Freight Representative Local 222
Alvin Mitchell, Teamsters Local 542
Dominic Chiovare, Local 70
Chris Porter, Local 174
Tracy McCarty, Teamsters Local 492
David de Leon Local 63

FOR THE EMPLOYERS:

Matt Turrieta
Pete Rokich

ABF WESTERN STATES

PART III

OVER-THE-ROAD

MOTOR FREIGHT

SUPPLEMENTAL AGREEMENT



For the Period of July 1, 2023
through June 30, 2028

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PART III

OVER-THE-ROAD MOTOR FREIGHT

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**PART III
OVER-THE-ROAD MOTOR FREIGHT**

SUPPLEMENTAL AGREEMENT

**COVERING DRIVERS EMPLOYED BY PRIVATE,
COMMON AND CONTRACT CARRIERS**

**For the period of:
July 1, 2023 thru June 30, 2028**

**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 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 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

Section 1. Operations Covered

The execution of this Supplemental Agreement (hereinafter referred to as “Agreement”) on the part of the Employer shall cover

all Over-The-Road dry freight operations of the Employer within, into, and out of the Area and Territory described above.

Section 2. Employees Covered

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated on the highway, street or private road for transportation purposes when used to defeat the purpose of this Agreement.

Student Driver

(b) Employees on student trips shall be paid in accordance with the provisions of this Agreement. Drivers shall not be required to take a student driver.

Hired or Leased Equipment

(c) In all cases, hired or leased equipment shall be operated by an employee of the certificated or permitted carrier. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his services, as well as the ends to be accomplished.

Section 3. City or Local Work

Local dock work and city Pick-Up and Delivery service is not subject to the terms and conditions of this Supplemental Agreement but is subject to separate agreements entered into between the Employer and the involved Local Union, except in Local Unions where, by past practice, short line and peddle runs come within the scope of the city agreement. Employees subject to this Supplement shall not be permitted to perform dock work, City Pick-Up and Delivery, short line or peddle service, except as specifically permitted herein. At no time shall any provision of this Supplemental Agreement permitting City Pick-Up and Delivery, short line, or peddle supersede the provisions of any local pick-up and delivery, or cartage agreement which prohibits such Pick-Up and Delivery, short line or peddle operations.

The prevailing Local Union City Pick-Up and Delivery and cartage agreements shall govern all wages and conditions on runs exclusively within the radius established by “past practices” for City Pick-Up and Delivery and cartage agreements, provided the hourly wage rates are equal to or higher than the Over-The-Road rates in this Supplemental Agreement. Otherwise, the over-the-road rates shall apply. Peddle runs and short line runs are subject to the Over-the-Road Agreement but at no time will drivers receive less than hourly rates and overtime conditions of the City Pick-Up and Delivery and cartage agreements.

Section 4. Addendums to Agreements

(a) Addendums to this Supplemental Agreement, describing the radius established by past practice for City Pick-Up and Delivery contracts, as well as those Addendums providing for better wages, hours and working conditions than those provided in this Supplemental Agreement, which have previously been negotiated and put into effect by Local Unions and Employers, shall be reduced to writing and executed by the Employer and the Local Union or Local Unions affected.

Local Cartage & Short-Haul Operations

(b) A local cartage company is defined as one whose entire authority is within a commercial zone or agreed-to radius and who transports freight originating and terminating in such area. Special contractual conditions for local cartage operations will be set forth in separate Addendums approved as provided for in this Agreement.

A short-haul operation is one in which a carrier’s entire operating authority is within, or one who has a special operation that can be identified as within a single state or agreed-to area and who transports freight originating and terminating within such single state or agreed-to area. Special contractual conditions that apply to such short-haul operations will be set forth in separate Addendums approved as provided for in this Agreement.

Section 5. Uniforms

The following provision is supplemental to Article 12—Uniforms—of the National Agreement.

Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

Section 6. Transportation Home

The following provision is supplemental to Article 14—Compensation Claims—of the National Agreement.

In the event an employee is injured or becomes ill while on a run away from his home terminal and is hospitalized his Employer shall arrange and pay for the fastest first class transportation available or as directed by the doctor, to his home terminal. He will be paid for his round trip as dispatched. The words “first class transportation” does not mean in the front section designated 1st class in the airplane. The employer will cooperate fully to assist in obtaining medical treatment for an employee who becomes ill away from home.

(b) In the event an employee is injured or becomes ill while on a run away from his home terminal and is not hospitalized, his Employer shall arrange and pay for the fastest first class transportation available or as directed by the doctor, to his home terminal. He shall be paid eight (8) hours pay for coming home.

(c) In emergencies involving hospitalization of a member of the employee’s immediate family, the Employer agrees to make every effort to promptly notify the driver and to allow him to return to his home when the seriousness of the emergency requires. In the event a driver decides he needs to return home, he shall be paid for time worked only.

Section 7. Records of Movements

(a) On operations covered by this Agreement which combine with or a part of other methods of transportation as set forth in Article 29 of the National Agreement, including leasers, full and complete records of handling, dispatch and movement of such units are to be kept by the Employer and such records are to be made available for inspection by the representatives of the Union in the locality affected by such operations. Trailers piggybacked or hauled by leasers in combination with road operations are to be signed in and signed out on the regular dispatch sheet kept in road operations.

These sheets will be made available upon request, to the drivers for a period of ten (10) days.

Upon request from a Linehaul Job Steward, the Company shall provide a copy of the last two (2) days rail movements. This is in addition to the steward's right to request records in order to investigate a specific grievance.

Such records shall be maintained by the Employer to accurately reflect the movement of equipment and shall be furnished to the drivers and/or Linehaul Job Steward, as provided above, at all times and at a location that is accessible to the drivers.

(b) The Employer shall maintain sign-in and sign-out sheets at all locations that are served by road operations. Turn-around points that are not terminal or company locations must also have provisions for sign-in and sign-out sheets.

ARTICLE 58.

Section 1. Supplemental Line Drivers

(a) When an Employer utilizes any non-seniority supplemental driver(s) or non-seniority owner-driver(s) thirty (30) or more tours of duty in any ninety (90) day period, such Employer shall be required to add one (1) additional driver to the line seniority roster. Each driver, so added, shall be subject to the probationary period, and such period to begin with the first trip he pulls after being added to the line board. Such supplemental line drivers, so utilized, shall be given consideration when adding additional probationary employees.

When Western States drivers are used to supplement drivers at a foreign domicile over lanes that have been designated as that domicile primary work jurisdiction by an approved change of operations decision thirty (30) or more days in a sixty (60) consecutive day period, the Employer shall be required to add one (1) additional driver at the affected foreign domicile. For purposes of this provision such foreign drivers shall not be considered as supplemental when replacing drivers who are absent for any reason other than

reasons set forth in Article 66, Section 8 of the WSA OTR Supplement (Time Off Single Man) or when such drivers are dispatched with a single trailer, empties or when bobtailing. In addition, drivers who are returning to their home domicile from a foreign domicile as a result of being dispatched in reverse of the established primary lanes shall not be considered as supplemental.

For purposes of determining the number of drivers that must be added to the seniority roster, the highest common number of supplemental drivers used on each of the thirty (30) days affected, shall be the number of drivers added.

(b) Employer may utilize replacements for regular drivers who are off due to illness, personal reasons, or injury. These replacement drivers shall not be used in the calculation of the thirty (30) tours of duty in a ninety (90) day period referred to in subsection (a) above. However, the above language is not meant to restrict a driver from attaining preferential status as described in Section (c) below.

The Employers agree that supplemental OTR drivers may not be used to replace Over-The-Road drivers who are on vacation under the provision of Article 58, Section 1(b) & (d) of the WSA OTR Supplemental and/or Article 3, Section 2(b) of the NMFA.

(c) When a supplemental driver or non-seniority owner-driver has been utilized by one Employer for forty (40) tours of duty (See Note) within four (4) consecutive months, the Employer must start personnel processing immediately. The Employer will then have thirty (30) calendar days to perform the personnel processing. The driver and the Local Union shall then be notified whether or not the driver meets the Employer's standards. If the driver does not meet the Employer's standards he will not be used further. Automatic processing may be waived with a written agreement between the individual, the Local Union and the Employer. If the supplemental driver does meet the Employer's standards, he shall be placed on a preferential hire list on the date such driver pulled the forty-first (41st) tour. When the Employer hires additional drivers, such drivers shall be hired from the preferential hire list in accordance with his ranking on such list. His seniority date shall be the date he pulls

the first trip as a regular employee. Failure of the Employer to add from the preferential hiring list in this order shall subject the Employer to runaround claims. Drivers who are hired off the preferential hire list shall not be subject to any further probationary period. In addition, drivers on the preferential hire list shall be offered supplemental line trips in accordance with their ranking on the preferential hire list. The Employer shall not be obligated to make more than one (1) call per supplemental line driver per day. Such call need not be verified; however, abuse of this procedure and/or disciplinary action shall be subject to the grievance procedure. The Employer shall use the same procedures to call employees on the preferential hire list for work, as is used to call regular employees. However, if the employee is unavailable, only the first (1st) call need be verified. Abuse of and/or disciplinary action shall be subject to the grievance procedure.

Supplemental drivers who are placed on the preferential hiring list and who meet the Employer's hiring standards and qualifications for regular employment shall have regular monthly health and welfare contributions paid by the Employer on their behalf as set forth in Article 52, Section 1, Health and Welfare, the month following the month such supplemental drivers first becomes eligible for regular employment. Such contributions shall continue to be paid by the Employer each month thereafter provided the preferential supplemental driver satisfies the one-hundred (100) hour eligibility requirement provided in Article 52. Preferential supplemental drivers who qualify for regular health and welfare contributions shall also be eligible for regular health and welfare benefits each month a regular contribution is paid by the Employer on their behalf.

NOTE: For the purpose of this section, a tour of duty shall be defined as follows:

- One (1) tour for each leg of a layover dispatch;
- One (1) tour for each turnaround dispatch;
- Two (2) tours for each full day on a sleeper cab operation dispatch.

(d) The parties acknowledge there may be times when the absence of a particular regular employee is of such a nature that even though he still retains seniority status, it is not likely he will return to work

in a reasonable period. In such cases when such absence continues beyond ninety (90) calendar days a replacement supplemental line driver shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement supplemental line driver.

ARTICLE 59. SENIORITY

Section 1.

Seniority shall be broken by discharge, voluntary quit, unauthorized absence for reasons other than provided for in Article 42, lay-off 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 2. Lay-Off/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 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.

(b) A laid off employee shall be given two (2) weeks written notice of recall by certified mail addressed to his last known address on file with the Employer, with a copy to the Local Union. If the employee fails to make himself available for work at the end of said two (2) weeks, 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 report for work within the above-mentioned time allowed.

(c) For each occurrence of the Employer supplementing a tour of duty, either with a laid-off employee, casual, or foreign driver (dispatched on the home domicile's primary lane) for ten (10) days in a thirty (30)

day period, the Employer shall recall one (1) driver. A tour of duty shall be in accordance with the provisions of Article 58, Section 1 (c).

(d) Linehaul employees who are on layoff and qualified will have the ability to work Dock/PUD at the driver's home domicile, where applicable, in seniority order ahead of casuals.

Section 3. Bidding

(a) A minimum of seventy-five percent (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 bids 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.

Departure Times—Bid Drivers

(b) Regular runs shall be bid at least once per year, with approximate departure times, which may on a daily basis be cancelled, delayed or moved forward by calling the driver at least two (2) hours prior to his/her departure time.

In the event a bid driver is cancelled as described above, local work rules shall apply.

These rules shall apply to all domiciles, unless agreed to otherwise, and are not intended to increase or decrease the present percent of bids.

If at a relay point, bid departure times become an operational problem, the Company and the Union shall meet and attempt to work

out the problems. If the dispute still exists, the issue may be submitted to the JWAC Over-the-Road Committee.

(c) Shortline and peddle runs which are covered by this Supplemental Agreement are subject to the above provisions.

Section 4. Extra Equipment

Certified or permitted carriers shall use their own available equipment together with all leased equipment under minimum thirty (30) day bona fide lease arrangements on a rotating board, before hiring any extra equipment.

ARTICLE 60. MEAL PERIOD

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 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

Section 1.

Where the employer does not provide drivers with a waiting facility, which is adequate under the circumstances, it shall be taken up as a grievance.

Section 2.

Room rent of Owner-Operators shall not be deducted from gross receipts or truck earnings regardless of whether truck rental is at minimum rate or above.

Section 3.

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath. Air-conditioned dormitories and/or hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. There shall be no bunk beds or double beds. New dormitories must be soundproofed. All road drivers lodging must be maintained on the basis of one (1) driver per room.

In all terminals with dormitories, there shall be a driver's waiting room maintained at present day standards. In all other cases where the Employer doesn't provide drivers with a waiting facility, which is adequate under the circumstances, it shall be taken up as a grievance.

No new dormitory at Employer-owned terminals shall be permitted unless jointly approved by the Union and the Employer, subject to Western States Joint Area Committee approval which shall be final and binding provided that such dormitory shall not be used unless janitor service, clean sheets, pillowcases, blankets, and proper sanitary conditions are provided and maintained.

In lieu of the Employer furnishing satisfactory lodging the employee shall be paid thirteen dollars and fifty cents (\$13.50) for each rest period; except where accommodation is unavailable at such figure and it is necessary for the driver to pay in excess of thirteen dollars and fifty cents (\$13.50), he shall receive reimbursement of the actual cost of the room.

The Employer shall furnish transportation to and from the nearest public transportation, when there is unreasonable delay, at an away-from-home terminal, provided there is no public transportation available in the near vicinity and further provided that this provi-

sion shall not apply where the driver is allowed to use company equipment for transportation.

All time in excess of one (1) hour waiting for motel/hotel furnished transportation and/or waiting for sleeping room to be made available, to be paid at the hourly rate of pay.

A subcommittee of the Western States OTR negotiating Chairmen or their designee will be appointed as necessary to inspect all lodging (hotels) used by the Employer when issues arise. A comprehensive inspection report form incorporating the standards of Article 61 shall be developed by this subcommittee to be used for all inspections. This subcommittee will be responsible for inspecting all lodging grievances from the West or at the request of another grievance committee from another area. This subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to hotels in their area and report their findings within fourteen (14) days of notification unless otherwise extended by mutual agreement of the subcommittee members.

ARTICLE 62. GENERAL PROVISIONS

Section 1. Paid-For Time

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving Federal, State, or City regulations, which occur through no fault of the driver, shall be paid for. Such payment for driver's time when not driving shall be the hourly rate.

Section 2. Call-In Guarantee

(a) Any employee called and reporting for duty and for whom work is provided in Over-the-Road operations shall be guaranteed a minimum of eight (8) hours pay at the applicable hourly rate.

Reporting Guarantee

(b) When an employee is called and reports for duty and no work is provided, he shall be guaranteed a minimum of six (6) hours pay. The same guarantee shall apply when an individual employee reports in accordance with an established reporting time, unless such employee shall have been given at least two (2) hours' notice that no work is to be provided.

Call Time

(c) Employees shall be given at least two (2) hours' notice when ordered to report for duty at the home terminal. At the away-from-home-terminal, drivers shall be given two (2) hours' notice to report for duty unless otherwise agreed to.

Section 3.

(a) Within thirty (30) days after a written request by a Local Union, the Employer and the Local Union will formulate reasonable procedures for drivers to be aware of approximate call times.

(b) Extra Board Call Times

Where there are no call procedures in effect, the following shall apply:

There shall be daily call times of one (1) hour each for the extra board, beginning at 12:00 midnight, 6:00 a.m., 12:00 noon, and 6:00 p.m. Extra board drivers, with their rest up at the beginning of a call time, shall be available for dispatch.

Extra board drivers shall have a choice of all runs that are known to be available during each call period. This shall not prevent the Employer from prioritizing the order in which loads are dispatched. Loads that develop outside the prescribed call times shall be offered to the extra board drivers not already on call, in accordance with the local dispatch rules. These call times may be changed by mutual agreement.

Locations that have existing call time procedures shall retain such procedures unless the parties mutually agree to amend them, or in the event of a dispute, said dispute shall be referred to the grievance procedure.

Section 4. Deadheading

In all cases where an employee is instructed to ride or drive on company or leased equipment, he shall receive full pay as specified in this Agreement; when instructed to deadhead on other than company or leased equipment the employee shall likewise receive the full rate of pay as specified in this agreement, plus the cost of transportation. Drivers shall not be required to deadhead on company or leased equipment beyond the first point of available public transportation and/or communication. Drivers shall not be required to deadhead on company or leased equipment unless a comfortable seat is provided.

Section 5. Bob Tailing

Drivers of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

Section 6. Ten Hours off Duty

Drivers shall not be compelled to report for work at the home terminal until they have had ten (10) hours off-duty time. Drivers may be called eight (8) for ten (10) at their layover point.

Section 7. Triples Premium

A singleman driver operating a unit consisting of triple bottoms or two (2) forty foot or over trailers shall receive two cents (\$.02) additional over the singleman rate, for each mile driven with such equipment.

A single driver operating of one (1) forty foot or over trailer and a second trailer less than forty foot shall receive one cent (\$.01) additional over the singleman rate, for each mile driven with such equipment. Drivers dispatched on runs of less than an eight (8) hour guarantee, with triples, shall receive the triples premium for miles driven in addition to the guarantee.

Section 8. Mixed Operations

(a) Drivers dispatched with double bottoms, not including two (2) 40 foot or more trailers, shall receive the double bottom rate to final

destination, even though a box or boxes are dropped enroute. Drivers starting out with a single operation but becoming a double bottom operation enroute shall receive double bottom rate to destination point from the pick-up of second trailer. The Central States interpretation shall apply regarding dollies.

(b) Premium rates for triple bottoms or two (2) forty (40) foot trailers or more shall apply only to the actual miles driven with such trailers.

Section 9. Axle Weights

When possible, the driver shall be furnished with axle weights as well as individual trailer weights, along with his driver's orders at all terminals where the Employer has a scale.

If axle weights are not available with the driving orders, the driver may proceed to the nearest public scales for weighing. The company shall be responsible for costs of the weight tickets. Should the weights be in violation, such time spent shall be paid for.

Section 10.

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

Section 11. Foreign Power

In the event a foreign domiciled driver who is not subject to the provision of this Supplemental Agreement is dispatched beyond his/her first lay point, which is within the jurisdiction of this Agreement, and which is not his/her primary lane, with active or laid-off domicile drivers available, those active or laid-off drivers shall be protected on one for one basis in the dispatch day.

In addition, each such foreign driver dispatched as described above shall be considered as a supplemental driver under the terms of this

Agreement for the purpose of adding additional regular drivers to the affected domiciles seniority list.

ARTICLE 63. BREAKDOWNS OR IMPASSABLE HIGHWAYS

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 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 ten (10) hours after being relieved from duty he shall be furnished meals. Drivers put to bed and held more than ten (10) hours, the first meal shall be \$15.00, five hours later it shall be \$15.00, five additional hours later it shall be \$17.00. No more than three (3) meals shall be paid in any twenty-four (24) hour period.

The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

Time required to be spent with the equipment shall not be included within the first ten (10) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

ARTICLE 64. OBNOXIOUS CARGO

Any employee physically handling hides, creosoted items or lamp black will receive one dollar (\$1.00) per day in addition to his regular pay. Such employee shall be furnished such safety equipment as necessary, including, but not limited to, goggles, gloves, masks, aprons, etc. Disputes arising from the application of this article shall be submitted to the grievance procedure of this Agreement.

Obnoxious Protective

Any employee physically handling in substantial quantities hides, creosoted items, spun glass, lampblack, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves. Safety shoes shall be made available at cost, and with payroll deduction if requested. Any employee who shows evidence of contamination from radioactive materials may, at the request of the employee and/or the Employer, be examined by the Company Doctor.

ARTICLE 65. PICK-UP AND DELIVERY LIMITATIONS

(a) Line Operations shall be dock to dock, however, in addition to Company terminals, one pick-up may be made at point of origin or one delivery may be made at the destination and/or turn point, provided that the driver received the applicable hourly rate in the Agreement for such service, including time lost through such pick-up and/or delivery; time elapsed during such pick-up shall be restricted to a maximum of one and one half (1-1/2) hours.

(b) Line/Shuttle drivers may be required to drop and/or pick trailers at points enroute and at intermediate terminals. At the end of the line terminals or dark terminals, a road driver that comes into the terminal may drop and hook his/her trailer or trailers and spot trailers to the dock or pull trailers from the dock even though there are local cartage/dock people on duty. This does not apply to the distribution centers or breakbulk terminals.

All double units will be prestrung by local Cartage employees, if the equipment is available, when the terminal is open. Abuse of this provision will be subject to the grievance procedure.

Pick-Up and Delivery Enroute

(c) In respect to drivers making pickups and/or deliveries at points en route and at intermediate terminals, drivers engaged in Over-The-Road operations, including operators of leased equipment and contract haulers, shall not be allowed to load or unload freight or perform any other duties coming within the territorial coverage of

a local wage agreement, or an agreed upon area, except as hereinabove provided. Drivers may, however, be permitted to load or unload a partial load of freight on a through run where such drops or pick-ups are made outside the normal hours when the dock is operated. Any abuse of this privilege shall be subject to the grievance procedure of this Agreement.

Other Regional Area Pickup and Delivery

(d) Pickup and Delivery limitation prevailing in other International Brotherhood of Teamsters Regional Areas, as established by award of the Executive Board of the International Union, shall apply where pickup and deliveries are made in such other International Brotherhood of Teamsters Regional Areas.

Short Line or Peddle Operation

(e) A short line or peddle operation is the operation of a driver making a round trip which extends beyond the territorial coverage of a local wage agreement, and which does not require the driver to lay over for a rest period during such round trip, provided, however, that any such round trip constituting a part of a division of a longer operation in which there is a continuous through movement of equipment and lading with changes of drivers at established division points, shall not be considered a short line operation. Short line operations shall include loading and unloading freight.

A short line driver or peddle run driver may be permitted at a point of destination or point of origin, but not both, during his tour of duty, to pick up a continuing through run, but in no event shall a line driver who has hours to work have his dispatch interrupted to have the short line or peddle driver complete his run. Short Line operations where confined to terminal on a closed door basis shall be paid for as prescribed in Article 66, Section 4 and Appendix "A" of the Western States Area Over-the-Road Agreement.

Turnaround operations as described in Article 66, Section 5 of the Western States Area Over-the-Road Agreement shall be paid for in accordance with the provisions as contained therein.

Shuttle

(f) Shuttle work between satellites, customers and break-bulk terminals may be performed by short-line drivers or local drivers based on the company's operating requirements, unless mutually agreed otherwise or as established by past practice. This method of operations shall be set forth in the Change of Operations as approved by the Committee; however, such approved method of operations shall not conflict with any Joint Council jurisdiction award.

Shuttle drivers shall be afforded the opportunity to select, on a seniority basis, the loads that are available at the time of the original dispatch, provided the driver(s) is available at the time his seniority allows him the opportunity to select; if not available he shall be assigned to a remaining schedule and shall not be allowed to bump. The Company retains the right to prioritize loads.

Shortline/Shuttle drivers operating under this supplement shall be dispatched, with or without loads to drop and pick at a customer on each leg of any dispatch. At a customer, Shortline/Shuttle drivers shall be allowed to drop and pick trailers only; there shall be no loading and unloading of freight by Shortline/Shuttle drivers. However, Shortline/Shuttle drivers may be required to load and unload a shipment described as a "Premium Service" shipment. Shortline/Shuttle drivers shall be required to sign and complete the appropriate paperwork. Shortline/Shuttle drivers shall not, within the jurisdictional boundaries of the affected terminal, advance freight from a terminal to a customer on a via or turn nor advance freight from a customer to a terminal. However, Shortline/Shuttle drivers may drop or pick full loads on any leg of a dispatch, unless a lay-off is in effect. There shall be no movement of freight from one customer to another customer. Shortline/Shuttle drivers shall be required to place trailers at or remove trailers from a customer's dock. Shortline/Shuttle drivers shall, by past practice and local agreements, run to the rail yard without any restrictions. This would include running to the rail yard from the Break/Distribution Center, between the satellite terminals and the rail, satellite-to-satellite terminal, the rail yard to the customer or customer to the rail yard.

Coffee Breaks

(g) All employees shall be granted a fifteen (15) minute coffee break approximately halfway through the first half of their shift, and a fifteen (15) minute coffee break approximately halfway through the second half of their shift. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a fifteen (15) minute coffee break at the beginning of their normal start time.

In addition, an employee who is required to work overtime continuous to their regular scheduled shift, shall receive a fifteen (15) minute coffee break at the tenth (10th) hour provided the need to work overtime will continue beyond two (2) hours.

Higher Local Areas

(h) Peddle run or short line drivers shall be restricted to the loading and/or unloading of freight from the driver's own equipment only. If such driver operates into an area where the rate of pay under which he works, conflicts with local area rates he shall receive the higher hourly rate and daily overtime after eight (8) hours.

Exceptions on Steel Haul

(i) Pick-up and delivery restrictions contained in this article shall not apply to drivers hauling solid loads of certain commodities which are listed below.

Iron and Steel items, as follows:

Angles	Rods
Bands	Sheets
Bars	Skelps
Beams	Slabs
Billets	Strip
Channels	Tubing
Coils	Coiled Rods
Pilings	Wire in Bundles
Plates	Pipe

Blanks (stamping or shapes unfinished in bundles or lifts)

Rolling mill rolls and individual castings weighing more than 250 lbs.

Exceptions on Perishable Commodities

(j) Pick-up and delivery restrictions contained in this Article shall not apply to drivers hauling solid loads of certain commodities which are listed below. Road drivers may not be required to physically load or unload full load where the company maintains a terminal in a terminal city.

Fresh Meat	Fresh Fruits	Poultry	Vegetables
Fluid Milk	Fresh Dairy Products	Frozen Food	Fresh Fish
Eggs and Butter—(fresh or frozen)			

ARTICLE 66. SINGLE MAN OPERATIONS

Section 1. Mileage Rates of Pay

The mileage rates of pay for all miles driven under this Agreement where such rates apply shall be:

EFFECTIVE	CENTS PER MILE
July 1, 2023	75.313
July 1, 2024	77.188
July 1, 2025	79.063
July 1, 2026	80.938
July 1, 2027	82.813

Actual time spent for items covered under Article 66, Section 3 (b), will continue to be paid in addition to these rates.

Section 2. New Hire Rates

Regular Employees shall be subject to the progression rates listed below:

(a) Effective first day of employment—Ninety (90) % of the top rate.

(b) Effective first day of employment plus one (1) year—One Hundred (100) % of the top rate.

The term top rate of pay is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

Section 3. Hourly Rates of Pay Long Line Operations

EFFECTIVE	PER HOUR
July 1, 2023	30.17
July 1, 2024	30.92
July 1, 2025	31.67
July 1, 2026	32.42
July 1, 2027	33.17

(a) Paid for time under this Agreement, as well as time spent in making pick-ups and/or deliveries at points enroute and intermediate terminals, time lost through delay in pick-ups and/or deliveries at points enroute and intermediate terminals and for work performed in making pick-ups and/or deliveries as permitted under Article 65, of this Supplemental Agreement, excluding, however, Short Line and Peddle Runs, as described in Article 65, shall be paid for at the applicable minimum hourly rates shown above.

Miles and Hours

(b) On all runs or trips except Short-line and Peddle Runs, drivers shall be paid for miles driven at the mileage rate (or hours, whichever is greater) plus the hourly rate for work time or an eight (8) hour guarantee at the hourly rate for all time spent whichever is greater. However, all drivers on the active seniority roster as of November 5, 1981, shall maintain the guarantee of eight (8) hours pay for driving time only on a tour of duty.

Time Spent Other Than Driving

(c) Time spent other than driving, as used above, shall include but not be limited to chaining time, tire changes, check and fuel time enroute, loading and/or unloading (as permitted under this Supplemental Agreement), waiting to load and/or unload, breakdown time, time lost due to impassable highways.

Hours and Overtime

(d) Those runs, which by past practice, have been paid on the basis of eight (8) hours at the applicable hourly rate, plus overtime at the rate of one and one-half (1-1/2) times the applicable hourly rate, shall continue to be paid on such basis with the negotiated increases added to the applicable hourly rate at the times indicated elsewhere in this Agreement. This shall apply to such runs unless otherwise mutually agreed to by the parties involved.

Drivers on such runs shall be paid for all time spent from time driver reports for duty until effectively released at the end of his tour of duty, exclusive of time taken for meals. A tour of duty for the purpose of this Article shall start from the time the employee reports to work until the time he is relieved of duty for a minimum period of eight hours.

Subject to the workload and the number of such requests, an Employer must make every effort to honor an employee's request not to work overtime and shall not arbitrarily deny such requests. Abuses of this Article by either the Employer or employees shall be subject to the grievance machinery.

Delay at Origin and End of Run

(e) The regular hourly rate shall apply for the time spent from the time the driver reports for duty and until the time he departs on his run or trip. Likewise, the regular hourly rate shall apply for the time spent after a driver arrives at his destination until he is effectively released from duty.

Runaround Penalty

(f) When a driver is not dispatched during a dispatch day in proper order under agreed upon dispatch rules between the Employer and the Local Union, he shall be paid at the hourly rate from the time the driver should have been dispatched until the actual time of departure. Runaround pay at the hourly rate shall not exceed the amount of pay the trip would have produced.

When a driver is not dispatched in proper order and is then dispatched at a later time in the same dispatch day, the driver shall be paid at the

hourly rate from the time he should have been dispatched until the actual time of departure in addition to the following. A driver who was improperly dispatched on either a turnaround trip or a layover trip that produced greater earnings than the trip the driver who was run around earned he shall be paid the difference in the earnings involved. In cases where the driver was improperly dispatched on a lay-over trip and the violated driver was dispatched on two consecutive turnaround trips the difference in earnings shall be based on the earnings of the two turnaround trips. When a runaround driver is offered a trip at a later time in the same dispatch day and is either not available or refuses the trip he shall forfeit any run around penalties provided herein.

(g) An extra board driver may be dispatched via a domicile point as long as bid runs to that affected point are protected, within the bid day on a one-for-one basis.

Section 4. Short Line Hourly Rates

(a) Drivers in short line and peddle operations shall be paid for all time spent from the time driver reports for work until he is effectively released at the end of his tour of duty, exclusive of time taken for meals. The applicable hourly rates of pay for short line and peddle run drivers are set forth in Appendix "A" attached hereto, and such hourly rates shall apply except where a driver operates into an area where his rate of pay conflicts with local area rates, in which case the driver shall receive the higher hourly rate. Daily overtime after eight (8) hours shall be paid on all short line and peddle operations.

(b) Any short line or peddle run driver operating equipment as described in Article 62, Section 7, during any part of his shift shall receive one dollar (\$1.00) in addition to his regular pay.

Section 5. Turnaround Operations

Turnaround or multiple-turnaround operations shall be made at a regular designated point or as designated on the dispatch orders. Drivers shall be paid miles (or hours, whichever is greater) with a minimum of eight (8) hours for each tour of duty except as permitted in Article 65, Section (e) of this Supplemental Agreement. However, all drivers on the seniority roster at the signing of this

Agreement shall be paid as in the past. Drivers shall not be released from duty at such turnaround point, except under the provisions of Article 60. Time spent in the service of the Employer, other than driving time, shall be paid at the regular applicable hourly rate in this Agreement.

Section 6. Guarantees

Minimum guarantees for all runs or trips as established by this Supplemental Agreement or as were paid under previous agreements and/or previous Supplemental Agreements shall be maintained under this Supplemental Agreement except that any and all such guarantees shall be increased by the increases negotiated in the 2008 negotiations, unless otherwise mutually agreed between the Union and the Employer. Runs frozen by previous agreement shall remain frozen until contract rates equalize with flat rate amounts. Such guarantees as mentioned above shall be for miles driven only. Where pay for miles driven only would be higher than the guarantee, the mileage pay will prevail. Additional compensation at the applicable regular hourly rate shall be paid for all time spent in performing work other than driving.

Section 7. Layover Pay

(a) The layover provision may apply three (3) times during any one (1) round trip; provided, however, an extra board driver, at his/her option, may agree to be dispatched beyond his/her third (3rd) layover point, provided drivers domiciled at said lay point shall be protected during the one and one-half (1-1/2) hour period prior to such dispatch. Runarounds caused by violations of this provision shall be handled in accordance with Article 66, Section 3, herein. In the event a driver is required to take a rest period(s) during any one round trip, away from his home terminal, he shall be compensated for layover time as follows: For the first fourteen (14) hours of each layover period after the run ends — no pay.

For the next 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 ten (10) hours at the applicable regular hourly rate of pay, and continuing on the same basis for each twenty (20) hours of continuing layover.

Abuse of Free Time

(b) Whenever any Employer arbitrarily abuses the free time allowed in this Section, then this shall be considered to be a dispute and the same shall be subject to being handled in accordance with the grievance procedure set forth in this Agreement.

(Example) When an abuse of free time violation occurs, such violation ends when the driver is called for dispatch. Additionally, at a pure relay point, if the schedule the driver was called for and is dispatched with, was available and ready for dispatch on the driver's tenth (10th) hour of layover, and driver was called no later than the eleventh (11th) hour of layover, there is no violation or abuse of free time.

(c) Drivers shall be paid a fifteen-dollars (\$15.00) meal allowance when on layover as described below:

A driver who begins a layover on any day is due meals as follows until they depart.

1st meal	15th hour
2nd meal	32nd hour
3rd meal	50th hour
4th meal	68th hour

The formula for the above is after the first meal on the 15th hour, the second meal is not due until 22 hours after the run has ended plus 10 hours or the next subsequent layovers, then add 10 hours or the next subsequent layover—50th hour.

Section 8. Time off Single Man

(a) When regular drivers are on layoff, a driver shall not be required to work over six (6) tours of duty in a week.

Single Man Layover Runs

(b) Layover runs that are bid on a three (3) and three (3) bid, will be bid three (3) and three (3), with the option to the driver to take the sixth (6th) trip off. However, in the event the number of drivers that exercise this right are excessive and adversely affect the Employer's ability to protect schedules, the Employer shall have the right to offer work from the top of the list of drivers requesting the same day off, and then assign from the bottom of that list.

When drivers exercise their option to take time off under the provision of this Article, they must notify dispatch of their intentions prior to departure on the trip preceding the time off period desired.

Short Line/Shuttle or Turnaround Runs

(c) On all short line/shuttle or turnaround runs that are bid six (6) days, they will be bid six (6) days with the option to the driver to take the sixth (6th) trip off. Drivers shall not lose their right to exercise their option if they have run out of D.O.T. hours or have been compensated for missed days. In the event the number of drivers that exercise this right are excessive and adversely affect the Employer's ability to protect schedules, the Employer shall have the right to offer work from the top of the list of drivers requesting the same day off, and then assign from the bottom of that list.

(d) Extra board drivers shall be permitted forty-eight (48) hours off duty, exclusive of DOT mandatory rest periods, after completion of six (6) consecutive tours of duty. Time off shall not be accumulated beyond forty-eight (48) hours; provided however, extra board drivers who complete not less than twelve (12) consecutive tours of duty will be allowed, at their option, seventy-two (72) hours off duty, inclusive of any mandatory DOT off duty requirements.

(e) When drivers exercise their option to take time off under the provisions of this Article, they must notify dispatch of their intentions prior to departure on the trip preceding the time off period desired.

ARTICLE 67. SLEEPER CAB OPERATIONS

Section 1. Limitation, Protection of Single Man Runs

(a) Sleeper Cab Operations shall be between designated terminals with a designated home terminal. An Employer shall not operate sleeper cabs over the same route where he has established relay runs or through runs, except to move an unusual overflow of freight and in such event, drivers employed on relay runs or through runs shall have full guaranteed preference unless otherwise agreed to, and sleeper cab drivers shall be compensated either by the mileage rate or hourly rate for all time spent on such relay route.

An Employer shall not distribute freight on a multi-trailer basis on any sleeper cab dispatched to avoid the operation of through or turnaround runs or short line or peddle runs. There shall be no deliberate runaround payment as a subterfuge for running around leg, relay or through runs.

Mileage Restriction

(b) There shall be no two (2) man operation on runs of less than six hundred-fifty (650) outbound miles with a one thousand three hundred (1300) mile round trip. Provided however, those sleeper operations in effect prior to 4-1-03 that do not meet the minimum mileage guarantees above shall be "red circled" and continue to receive the guarantees provided for in the terms of the 1998-2003 WSA OTR Supplemental (1000-mile round trip). Within the six hundred-fifty (650) mile limitation the drivers shall be permitted to drop or pick trailers, provided the route is not a circuitous route.

Definition

(c) A Sleeper Cab Trip is exactly as is defined in Section (a) and (b) of this Article. During such sleeper cab trip there may be a pick-up or drop off of freight as permitted under this Supplemental Agreement.

Mutual Agreement

(d) The above may be changed by mutual agreement, taking past practice into consideration, subject to approval of the Joint Western Area Committee.

(e) It is understood between the parties that where freight volume develops with regularity between two points where a singleman operation may be operated, the Union will have the right to process a grievance to obtain a bid single-man run or additional single-man runs. It is further understood that this is not meant to interrupt traditional sleeper operations.

Section 2. Hours of Dispatch (Home Terminal)

Drivers shall have a choice of all runs that are known to be available for dispatch, on a first up basis, during each call period. This shall not prevent the Employer from prioritizing the order in which loads are dispatched, including the dispatching of a load that may otherwise be available for dispatch at a later time.

Drivers who are off duty in the home terminal shall be notified between the hours of 4 p.m. and 6 p.m., if they are to be expected to report for work between the hours of 7 p.m. and 7 a.m., and provided further that the drivers who are off duty in the home terminal before 5 p.m. on Saturday who are called to work prior to 12 midnight Sunday shall be given not less than six (6) hours' notice when ordered to report for duty. Above schedule can be changed only by mutual agreement between Local Union and Employer.

Within ninety (90) days after a written request by a Local Union the Employer and the Union will work out reasonable procedures for the drivers to call the Employer between 7:00 a.m. and 4:00 p.m. in an attempt to establish approximate call times.

The notification required by this Section, shall state an approximate time of departure with a two (2) hour leeway. After having been so notified, one notification to change or cancel the departure time can be given, except when an emergency exists in which event a notification of the cancellation can be given. After the emergency passes, normal dispatch procedure shall be resumed. In the event a notified team, not properly canceled, reports as notified and is not dispatched, the drivers shall each receive six (6) hours call-in time if not put to work, or pay for all time spent after reporting and shall retain their position on the board. This shall not modify the weekend call provision of the contract and shall not be employed as a

subterfuge to avoid the intent of such provisions. The mentioned six (6) hours' notice on weekends shall not be in addition to the ten (10) hour provision.

In the event a trip becomes available in excess of the number required to protect notified drivers, both drivers on the next team to run shall be called up to 12 o'clock midnight. If by midnight such first team refuses or is unavailable, the trip shall be offered to the next teams in order of their standing on the board. No driver teams may or shall be separated for the purpose of such trips, except in case of illness. Any teams passed in keeping with the above, shall retain their position on the dispatch board. The last team having ten (10) hours rest to which such trip is offered, shall be required to take the trip if no other teams above it take the trip.

Section 3. General Dispatch Rules

(a) Sleeper teams must be dispatched to their home terminal on the third dispatch unless otherwise mutually agreed to. Drivers who desire to be dispatched home on their third dispatch must so notify the Employer, in writing on forms furnished by the Employer, upon arrival at the destination of their first dispatch. Drivers who are so dispatched may be required to drop and pick at terminals that are located within the general direction of the affected driver's home terminal.

In the event drivers are not dispatched to their home terminal on the third dispatch in accordance with this provision, the drivers shall each be paid three (3) hours, which shall be in addition to all other earnings, for each additional dispatch.

Sleeper teams may pick-up and/or deliver freight and/or trailers at intermediate points on the way to the destination of the first, second, or third dispatches.

Where there is mutual agreement on the need for via dispatches, they may be worked out between the Employer and Local Union involved.

(b) If the Employer and Local Unions involved cannot agree on dispatch rules, the following will apply:

When sleeper teams are dispatched from home terminal to a break point where other sleeper cab teams of the Employer break or are domiciled, they shall be placed on a separate rotating board consisting of all away-from-home teams. They shall be dispatched back to their home terminal in the order of their arrival at the break point; provided however, that if a load destined for the team's home terminal is not available within four (4) hours after the team's arrival in the away-from-home terminal or break point, said team may be dispatched to a terminal other than its own. Upon arrival at the second designated terminal or break point, the team shall be placed on the rotating board of all away from-home drivers and may be dispatched back to their home terminal or to the terminal or break point to which they were first dispatched. Sleeper cab drivers dispatched to final destination of freight shall be placed on a rotating board at such destination point and shall have preference for dispatch on loads to home terminal if such loads are available. If no loads to the home terminal are available, such drivers shall be dispatched to points in the general direction of their home terminal off the rotating board.

Equipment Out of Service

(c) When a sleeper team is out of service at the layover point because of mechanical breakdown the team shall be paid under the provisions of the layover section of this Article unless the team is runaround. If a runaround occurs, the team shall thereafter be paid under the provisions of the breakdown Article of this Supplemental Agreement. Total free time at the layover point under this section shall not exceed thirty-two (32) hours.

Unless otherwise mutually agreed, in the event that bid or assigned equipment is out of service at a home terminal because of major repairs requiring the equipment to be out of service twenty-four (24) hours or longer, the drivers affected shall be afforded earning opportunity or go on breakdown pay as set forth in the agreement.

Bidding

(d) Regular Sleeper Runs are subject to seniority and bidding, to the extent that when a request is made by the Local Union to bid a

Sleeper Destination the parties will jointly review and discuss the operation involved to determine establishing a bid.

Once Destination Sleeper Bids are established, such bids shall be guaranteed at the mileage rate of pay to the bid lay point. Both parties agree that with respect to sleeper bid destinations there may be a need to dispatch a team to destinations other than to their home domicile. The employer agrees to identify those bids subject to destination change. In the event the parties are not able to reach an agreement on bidding of sleeper runs, the issue shall be subject to the grievance procedure.

Section 4. Runaround Penalty

Time lost when a team of drivers is not dispatched in proper order under agreed upon dispatch rules between the Employer and the Local Union shall be paid at the hourly rate from the time they should have been dispatched until actual time of departure, provided such time lost is through the fault of the Employer. Such pay shall not be in excess of the amount lost because of such runaround. The amount of pay earned by the driver's runaround in a normal week should be considered.

Section 5. Driver Teams

Once driver teams are established it is understood that they are not to be separated unless mutually agreed to by the Employer, the Union, and the driver team involved, except in case of emergency or reduction in force. Only two (2) drivers shall be permitted in sleeper cab equipment at any one time except in case of emergency, an Act of God, or where new type equipment is put into operation. In no event, shall a master driver be in the cab in addition to the two (2) regular drivers, for more than three hundred (300) miles and then only if requested by a majority of the regular drivers or by agreement of the team involved.

Section 6. Bedding and Linen- Sleeper Cab Equipment

Bedding and linen and sleeper cab equipment shall be subject to the provisions of Article 8, Section 8, E and F of the NMFA.

Section 7. Mileage Pay and Subsistence

(a) The following schedule of wages and subsistence shall apply to sleeper operations:

For equipment other than doubles:

EFFECTIVE	CENTS PER MILE
July 1, 2023	77.313
July 1, 2024	79.188
July 1, 2025	81.063
July 1, 2026	82.938
July 1, 2027	84.813

For Double Bottoms:

EFFECTIVE	CENTS PER MILE
July 1, 2023	77.313
July 1, 2024	79.188
July 1, 2025	81.063
July 1, 2026	82.938
July 1, 2027	84.813

For Triple Bottoms or Two (2) Forty (40) Foot or Longer Trailers:

EFFECTIVE	CENTS PER MILE
July 1, 2023	79.313
July 1, 2024	81.188
July 1, 2025	83.063
July 1, 2026	84.938
July 1, 2027	86.813

Subsistence Allowance:

Each employee shall be allowed road expense at the amount of three dollars and fifty cents (\$3.50) for each one thousand (1000) miles traveled.

Satisfactory lodging shall be furnished as outlined in Article 61, Section 3, Furnished Transportation and Lodging.

Section 8. Paid for Time

(a) Paid for time under this Agreement, as well as time spent in making pick-ups and/or deliveries at points enroute and at intermediate terminals, time lost through delay in pick-ups and/or deliveries at points enroute and at intermediate terminals and for work performed in making pick-ups and/or deliveries as permitted under Article 65 of this Supplemental Agreement, shall be paid for at the minimum rate listed below to each man:

Hourly Rates

EFFECTIVE	RATES
July 1, 2023	30.17
July 1, 2024	30.92
July 1, 2025	31.67
July 1, 2026	32.42
July 1, 2027	33.17

Non-Paid Items

(b) There shall be no allowance for time spent taking on fuel and oil enroute between terminals or preparing logs or pay reports or for the normal time spent in making up bunks in a sleeper cab; provided however, when a sleeper team is required to switch power equipment more often than once during each full round trip sleeper dispatch, the drivers shall then each be paid one-half (1/2) hour for each power equipment switches in excess of one.

Terminal Delay

(c) The regular hourly rate of pay shall apply for each man for the time spent after drivers report for duty in response to a call by the Employer and until the time drivers depart on a run. Likewise, the same shall prevail for drivers for time spent after arrival at destination until drivers are effectively released from duty.

Solo Driving

(d) In cases where one driver is used to complete a sleeper cab trip the provisions of Article 8, Section 8, A. of the NMFA shall be applicable.

Sleeper power equipment shall not be used in single-man, turn-around, short line, or peddle operations to defeat the purpose of the sleeper cab provision of this Agreement. Employers shall not be prohibited from using sleeper cab power equipment in single-man operations where it does not interfere with regular sleeper cab operations or create excess layover time for sleeper drivers.

Section 9. New Hire Rates

Regular Employees shall be subject to the progression rates listed below:

(a) Effective first day of employment—Ninety (90) % of the top rate.

(b) Effective first day of employment plus one (1) year—One Hundred (100) % of the top rate.

The term top rate of pay is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

Section 10. Layover Pay

(a) Sleeper driver's layover pay shall be subject to the provisions of Article 8, Section 8 C.2. of the NMFA.

Abuse of Free Time

(b) Whenever any Employer arbitrarily abuses free time allowed in this Section, then this shall be considered a dispute and the same shall be handled in accordance with the grievance procedure set forth in this Agreement.

Section 11. Layover points

Sleeper driver layover points shall be subject to the provisions of Article 8, Section 8, and C of the NMFA.

Section 12. Sleeper Cab Lay Point and Layover

When a sleeper team is required to layover in route the provisions of Article 8, Section 8, C of the NMFA shall be applicable.

Section 13. Time Off at Home Terminal

The Employer shall provide in the dispatch rules and/or procedures for thirty-six (36) consecutive hours off duty at the home terminal at least once a week unless otherwise agreed to.

ARTICLE 68. SPECIALIZED CONTRACTS

There are many contracts with Teamster Unions covering handling and hauling of special classifications of commodities and such contracts may or may not be supplemental to the National Agreement. Therefore, when work is performed under any agreement supplemental to the National Agreement which work would normally fall under a contract with a Teamster Local Union, party to the National Agreement or not which provides for higher rates of pay and other superior benefits of employment, all such higher rates of pay and superior benefits or conditions shall be paid the employees while performing such work.

ARTICLE 69.

Section 1. Mileage Determination

It is the intent of the parties to pay road drivers for the actual miles that they drive, on a terminal to terminal basis over the routes driven, including intermediate via miles.

(a) The basis method of measurement for mileage under this provision will be by jointly logging miles with a calibrated odometer. Each of the various Joint State Grievance Committees may, by mutual agreement, between the effective Local Union(s) and the Employer agree to an alternate method to determine mileage over routes originating in their respective area(s) such as GPS (Global Positioning Systems) or technology for those areas that have previously by past practices been logged miles. In regard to all computerized mapping systems or programs of such shall include the specific local truck routes and be mutually agreed between the Local Union(s) and effected Employer involved. Failing such mutual agreement, logged miles must be used.

(b) If the routes traveled are changed by highway construction or closing, new authority or changes in method of operation, and there is a resultant increase or decrease in miles driven, either party may notify the other of such change and request that the route driven be recalculated by the previous agreed method. Such request shall be honored and the modified mileage determined within thirty (30) days from receipt of notice, at which time the corrected miles will become the miles paid.

Section 2.

(a) A local cartage company is defined as one whose entire authority is within a commercial zone or agreed-to radius and who transports freight originating and terminating in such area. Special contractual conditions for local cartage operations will be set forth in separate Addendums approved as provided for in this Agreement.

(b) A short-haul operation is one in which a carrier's entire operating authority is within, or one who has a special operation that can be identified as within a single state or agreed-to areas and who transports freight originating and terminating within such single state or agreed-to area. Special contractual conditions that apply to such short-haul operations will be set forth in separate Addendums approved as provided for in this Agreement.

ARTICLE 70. PREMIUMS ON HAZARDOUS CARGO

Section 1. Ammunition, etc.

When warheads, live ammunition and similar items excluded from regular tariffs are carried, the effective mileage and hourly rates shall be increased one-half ($1/2\phi$) cent per mile in the mileage rate and fifteen (15ϕ) cents on the hourly rate. Such increases are to apply only on driving time.

Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot, shrapnel, war heads, powder, and flake T.N.T. that

carry the term “fixed.” The penalty shall not apply to “small arms ammunition” carrying the term fixed.

Section 2. Meal Time

When equipment is placarded with “explosives” or “dangerous” signs and the equipment is required to be guarded at all times, the driver shall be paid for meal time when logged as on duty time.

ARTICLE 71. OWNER OPERATORS

Refer to National Master Freight Agreement, Article 22.

ARTICLE 72. HOLIDAY PAY—LONG LINE

The provisions of Article 51, Section 6, of the Common Clause Master shall not apply to drivers employed in long line or sleeper cab operation. Such long line or sleeper cab drivers shall receive eight (8) hours pay for each of the above-named holidays if not worked. If worked on the holiday such drivers shall receive twelve (12) hours pay, in addition to monies earned.

All holidays shall be observed and paid on the contractual date as outlined in Article 51, Section 3, of the Common Clauses. Example: If the holiday falls on Sunday, and is observed on Monday, Monday is the official holiday.

APPENDIX “A”
SHORT LINE PEDDLE RUN RATES OF PAY

Set forth in this Appendix are the applicable hourly rates of pay, for the various areas, as referred to in Article 66 Section 4 of this Supplemental Agreement.

JOINT COUNCIL NO. 3

STATES OF MONTANA, UTAH and SOUTHERN IDAHO

EFFECTIVE	PER HOUR
July 1, 2023	30.31
July 1, 2024	31.06
July 1, 2025	31.81
July 1, 2026	32.56
July 1, 2027	33.31

**STATES OF COLORADO, WYOMING, ARIZONA and
NEW MEXICO**

EFFECTIVE	PER HOUR
July 1, 2023	30.40
July 1, 2024	31.15
July 1, 2025	31.90
July 1, 2026	32.65
July 1, 2027	33.40

JOINT COUNCIL NO. 7

SAN FRANCISCO—BAY AREA

The following rates of pay shall be applicable only if drivers are restricted to the performance of the same type of work and in the same manner as that performed in Short Line operations on and prior to the effective date of this Agreement.

EFFECTIVE	PER HOUR
July 1, 2023	30.40
July 1, 2024	31.15
July 1, 2025	31.90
July 1, 2026	32.65
July 1, 2027	33.40

JOINT COUNCIL NO. 28

STATES OF WASHINGTON and NORTHERN IDAHO

EFFECTIVE	PER HOUR
July 1, 2023	30.27
July 1, 2024	31.02
July 1, 2025	31.77
July 1, 2026	32.52
July 1, 2027	33.27

JOINT COUNCIL NO. 37

STATE OF OREGON

EFFECTIVE	PER HOUR
July 1, 2023	30.46
July 1, 2024	31.21
July 1, 2025	31.96
July 1, 2026	32.71
July 1, 2027	33.46

JOINT COUNCIL NO. 38

NORTHERN CALIFORNIA

EFFECTIVE	PER HOUR
July 1, 2023	30.40
July 1, 2024	31.15
July 1, 2025	31.90
July 1, 2026	32.65
July 1, 2027	33.40

JOINT COUNCIL NO. 42

SOUTHERN CALIFORNIA

EFFECTIVE	PER HOUR
July 1, 2023	30.40
July 1, 2024	31.15
July 1, 2025	31.90
July 1, 2026	32.65
July 1, 2027	33.40

Peddle run rates of pay in the Joint Council 42 area of Southern California shall be identical to the five (5) axle rate of pay as set forth in the Southern California section of Appendix "A", of the Western States Area Pick-Up and Delivery Supplemental Agreement.

Letter of Understanding
Article 57 Section 7 (a) second paragraph
Records of Movements

“These sheets will be made available upon request, to the drivers for a period of ten (10) days.”

During the 2008 negotiations both parties of the OTR Committee agreed that the intent of the above Article is to be interrupted as follows:

Companies are to provide the sign in and sign out sheets at all locations for up to a ten (10) day period upon request, for any specific issue raised by any union employee, both domiciled and foreign. This language is not intended to mean stewards only.

IN WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Western States Area Part III Over-The-Road Motor Freight Supplemental Agreement as set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

This agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this agreement for the performance thereof otherwise, and by such approval does not become a party to the Agreement.

NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

Ron Seamans, Western Region Freight Coordinator
Jeff Kendall, IBT Western Region Freight Representative Local 222
Alvin Mitchell, Teamsters Local 542
Dominic Chiovare, Local 70
Chris Porter, Local 174
Tracy McCarty, Teamsters Local 492
David de Leon Local 63

FOR THE EMPLOYERS:

Matt Turrieta
Pete Rokich

ABF WESTERN STATES

PART IV

AUTOMOTIVE SHOP AND

TRUCK SERVICING

SUPPLEMENTAL AGREEMENT



For the Period of July 1, 2023
through June 30, 2028

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PART IV AUTOMOTIVE SHOP TRUCK SERVICING

SUPPLEMENTAL AGREEMENT

**For the period of:
July 1, 2023 thru June 30, 2028**

**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 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

Section 1. Operations Covered

The execution of this Agreement on the part of the Employer shall cover all lubricating, fueling, fuel truck drivers servicing company equipment, washing, cleaning, polishing, steam rack operations, tire service operations, tire repairing, parts and stock room opera-

tions, shop and yard clean up, stock and parts pick-up and delivery, mobile service truck drivers, service truck drivers, mechanical repair work, mechanical installation, painting and body repairing, and such other activity as may be presently and hereinafter engaged in by the Employer in automotive, bus, car and truck servicing and repairing within the jurisdiction of the Local Union signatory hereto. This Agreement covers mechanics, installation mechanics, paint and body repairmen, mechanic learners, and tow truck drivers presently performing work under this Agreement.

Section 2. Employees Covered

Employees covered by this Agreement shall include but not be limited to Mechanics, Lubricators, Fuelers, Fuel Truck Drivers servicing company equipment, Washers, Cleaners, Polishers, Steam Rack Operators, Tire Service Operators, Tire Repairmen, Parts and Stock Employees, Shop and Yard Clean Up, Stock and Parts Pick-Up and Delivery, Mobile Service Truck Drivers, Service Truck Drivers, mechanics, installation mechanics, mechanic learners auto body painters and repairmen and such other employees as may be presently and hereafter represented by the Union, engaged in automotive, bus, car and truck servicing and repairing within the jurisdiction of the Local Union. This Agreement covers mechanics, installation mechanics, paint and body repairmen, mechanic learners, and tow truck drivers presently performing work under this Agreement.

Section 3. Injury or Illness on Duty

The following provision is supplemental to Article 14—Compensation Claims—of the National Agreement.

When an employee is injured on the job, he shall receive full pay for that day or his current tour of duty, as the case may be, with a minimum of eight (8) hours pay.

In the event an employee is injured or becomes ill while on a run away from his home terminal, his Employer shall arrange and pay for first class transportation by plane, or as directed by the doctor, to his home. In case of death away from home terminal, the Employer shall bear the cost of bringing the body home.

ARTICLE 58.

Section 1. Breaks in Seniority Layoff & Recall

Seniority rights for regular employees shall prevail. Seniority shall be broken by discharge, voluntary quit, unauthorized absence for reasons other than provided for in Article. 42, 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.

For Employees hired after April 1, 1979, seniority shall be broken after layoff for more than total time on the seniority list or five (5) years whichever is less.

Section 2. Layoff and Recall

(a) When it becomes necessary to reduce the working force, the last man hired shall be laid-off first, and when the force is again increased; the men are to be returned to work in the reverse order in which they were laid-off. Such lay-off notice shall be in writing with a copy to the Local Union.

(b) A laid-off employee shall be given written notice, of recall 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 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.

(c) For each occurrence of an Employer supplementing an eight (8) hour overtime shift on twelve (12) different days in a calendar month, the Employer will recall one (1) laid-off employee.

Section 3.

(a) Terminal seniority as measured by the length of service at such terminal, under the provisions of the Automotive Shop and Truck Servicing Supplemental Agreement, shall prevail excepting in those instances where the Employer, the Unions involved, and the Western Master Freight Division may agree in the future to the contrary.

(b) Terminal seniority as described in (a) shall be applied by classifications to shift overtime work on premium days and vacation periods; and further when an opening occurs in starting times shift preference, work day and work week.

(c) Terminal seniority as described in (a) shall be applied in bidding of job openings providing the employee is qualified.

Section 4. Seniority Violations

In the event an employee is not worked in his rightful position of seniority and is later worked in a position where he earns less money than he would have earned if he had been correctly worked, he shall receive the difference in pay.

Section 5. Job Bidding

(a) Shift starting times shall be posted and bid, on a seniority basis semi-annually. Daily work assignments will be made by the Employer based on operational requirements.

All job openings shift and starting times are subject to seniority and shall be posted for bid when openings occur. Posting of bid notices shall be in a conspicuous place so that all eligible employees will receive notice and have an opportunity for bid.

The specific rules governing all bidding procedures are to be the subject of a separate written agreement between the Employer and the Union, under the provisions of Section 6 below.

(b) Bid changes that are required by the company (re-bids, bids due to lay-off, abolishment's) any extra days worked by the employee will be paid at the premium time rate. Annual bids or bid changes at

the employee's option, the employee may take his old bid days off. It is understood that an employee may not get forty hours in the new workweek. If, at the employee option, he/she works consecutive days to start the new week it will be at the straight time rate of pay. Any current mutually agreed to practice now in effect shall remain and cannot be changed except by mutual agreement of the parties.

(c) In shops of twelve (12) employees or more, the company shall bid semi-annually specific areas of the shop by seniority specifically but not limited to tractor shop, trailer shop, parts room and fuel lanes, unless otherwise mutually agreed to.

Section 6. Specific Local Rules

Rules governing the application of seniority as it relates to starting time, shift preference, work week, work day, overtime, classifications, work on premium days, job bidding, or general working rules shall be a matter of agreement between the Local Unions involved and the individual Employer, subject to the grievance procedure when no agreement can be reached by the parties.

ARTICLE 59. MEAL PERIODS

Meal periods shall be established within each shift by the Employer at either thirty (30) minutes or one (1) hour, but not both, and shall not be changed except by mutual agreement. No employee shall be compelled to take more than one continuous meal period during his shift's 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.

ARTICLE 60. GENERAL PROVISIONS

Section 1. Split Shifts

There shall be no split shifts. An emergency callback as referred to in Article 62; Section 6, shall not be considered a split shift.

Section 2. Sanitary Conditions

The Employer agrees to maintain a clean, sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

Where the Company provides a lunchroom, it shall be maintained in a clean and sanitary condition. Where there is no lunchroom, a clean and sanitary area shall be made available.

Section 3. Service Equipment

When Company equipment is used as a service truck, mobile service truck or tow truck as defined in Article 57, Section 2 of this Agreement, such equipment shall be operated by an employee within the bargaining unit here involved, and such employee shall work under the terms and conditions of this agreement.

No employee will be required to work alone on a night shift. Any problems arising hereunder shall be referred to the procedures provided in Article 45.

Section 4. Coffee Breaks

All employees shall be granted a ten (10) minute coffee break approximately halfway through the first half of their shift, and a ten (10) minute coffee break approximately halfway through the second half of their shift. Such coffee breaks shall be taken without loss of pay and the employee shall not be required to make up such time.

Time spent by the employee walking from his assigned work area to the coffee break area is included in the ten (10) minute coffee break period and time spent returning to his assigned work is excluded from the ten (10) minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a ten (10) minute coffee break at the beginning of their normal start time.

In addition, an employee, who is required to work overtime continuous to their regular scheduled shift, shall receive a ten (10) minute

coffee break at the tenth (10th) hour provided the need to work overtime will continue beyond two (2) hours. The ten (10) minute coffee break will be paid at one and one-half (1-1/2) times the hourly rate of pay.

Section 5. Tools & Tool Insurance

(a) Mechanics, Installation Mechanics and Paint and Body Repairmen covered by this Agreement shall be required to furnish a normal complement of hand tools. All Special and Heavy-Duty Tools such as torque wrenches, test equipment, hydraulic equipment, spray equipment, metric tools or pneumatic tools required by the Employer shall be furnished by the Employer, as well as expendable tools, such as taps, drills, and dies, hacksaw blades, cutting chisels, files and easy outs.

(b) The Employer shall reimburse the employee for the loss of required hand tools and/or toolboxes due to fire, theft, or catastrophe on the Employer's premises, or while in the service of the Employer, less \$25.00 on each such loss provided such loss is not caused by the employee's negligence. Claims will be honored only for tools and/or toolboxes, which have been listed on an appropriate inventory form furnished by and filed with the Employer. The employee shall notify the Employer whenever he removes his tools and/or toolboxes from the Employer's premises.

Section 6. Shop Ventilation

All shop facilities shall be properly ventilated to remove exhaust fumes from the workplace.

Section 7. Work Calls

All regular employees and laid-off employees that are called for daily work, shall be given two 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 by-passed for work. The work call shall be made to one number only, which has been submitted in accordance with the terminal procedures. If a regular employee or laid-off employee has not been prescheduled, all work

calls will be made and verified between the second and third hour prior to the work shift.

ARTICLE 61. TANK AND EQUIPMENT CLEANING SAFETY EQUIPMENT

The Employer shall post in a conspicuous place, safety rules covering the proper ventilating and cleaning of tank or other equipment when that equipment has carried commodities which would be harmful to an employee either by inhalation or exposure to the skin and, the employees shall be required to observe such rules.

The equipment cleaner shall be advised as to what was hauled in the equipment prior to cleaning and before they use cleaning solutions.

When an employee is required to enter tank or other equipment which has been used to haul commodities which may be harmful* to the employee's health, he shall do so only at times when another individual is available to observe such cleaning operations.

**Harmful commodities are defined as those listed as dangerous in the Motor Carriers Explosive & Dangerous Articles Tariff.*

ARTICLE 62. PAID FOR TIME

Section 1. General Provisions

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time the employee is ordered to report for work and registers in and until he is effectively released from duty.

Section 2. Work on Special Call

Any employee ordered to and reporting for work on a day outside of his regular work week, or a time outside of his regular work day, when such work is not continuous with his regular work day, shall be guaranteed four (4) hours of work or pay in lieu thereof.

Section 3. Work in Other Classifications

When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in lower rated classification for less than a full day, he shall receive his regular rate for all work performed.

The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

Section 4. Starting Time

The regular day shift shall start not earlier than 6 a.m., nor later than 9 am . . . Any employee ordered to report for work before the start of his regular assigned shift, shall be compensated for all time worked prior to the start of his assigned shift, at one and one-half (1-1/2) times the regular hourly rate for his shift including the shift premium. Starting time shall not be changed unless the employee has received 24 hours' notice of such change.

Section 5. Shift Premium

Swing shifts and graveyard shift rates as set forth in Article 63 of this Supplement reflects existing shift premiums and constitute total earnings for hours worked on either swing or graveyard shifts.

Swing shift rates apply for any shift starting after 9 A.M. to 5:30 P.M. Graveyard rates apply for any shift starting after 5:30 PM to 5:59 A.M.

Section 6. Call Back Premium

When an employee has clocked out and actually departed from the Employer's premises and is thereafter "called back" for a work assignment, he shall be guaranteed four (4) hours pay at one and one-half (1-1/2) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.

Section 7. Work Day and Work Week

The guaranteed work week shall be five (5) consecutive eight (8) hour days with pay at one and one-half (1-1/2) times the applicable hourly rate for the sixth (6th) consecutive day worked; and pay at two (2) times the applicable hourly rate for the seventh (7th) consecutive day worked. The guarantee shall not apply in the first (1st) week to new hires, absentee replacements, or employees called back after lay-off.

The start day of such workweek shall be designated by mutual agreement between the Employer and the Local Union involved and may not thereafter be changed except by mutual consent of the parties. Any disputes regarding changes of workweeks may be submitted to the grievance procedure.

Employees shall not be moved to a different shift during a designated workweek without the mutual consent of the parties.

In the event an employee does not work each of his (5) guaranteed days and is used on what would have been his sixth (6th) or seventh (7th) day this work shall be at the applicable premium pay.

In addition to and in conjunction with the five (5) consecutive eight (8) hour workweeks described above the Employer may establish a workweek consisting for four (4) ten (10) hour workdays, Monday through Sunday, in accordance with the rules outlined in the Pick Up and Delivery Local Cartage and Dock Workers Supplemental Agreement. Employees working such workweek shall be regularly scheduled for three (3) days off per week, of which not less than two (2) shall be consecutive.

It is understood that any reference to unassigned employees will not apply to this Agreement.

Section 8. Acts of God

Temporary disruptions of work caused by fires, floods, or other Acts of God, or unavailability of fuel due to fuel shortages or strikes at terminals shall break the weekly guarantees during the period of

such disruptions. All such temporary disruptions shall be terminated only at 12 midnight and bid employees shall then be returned to their respective bid start times provided the affected employee had eight (8) hours off duty prior to the start of his bid start time. In the event a bid employee has not had eight (8) hours off duty prior to the resumption of his bid shift he shall be returned to his bid shift the next following bid day. Available work during such period of disruption shall be offered in seniority order by classification on first available start time unless mutually agreed upon otherwise.

Disputes as to the Employer's inability to continue operations due to reasons provided herein shall be subject to the grievance procedure.

Section 9. Overtime after 8 and 40

All hours worked in excess eight (8) hours in any twenty-four (24) hour period or all hours worked in excess of 40 (forty) hours in any one week, shall be paid at the rate of one and one-half (1-1/2) times the employee's applicable hourly rate, including shift differential.

All hours worked in excess of ten (10) continuous hours in any one day shall be paid at the rate of two (2) times the employee's applicable hourly rate, including shift differential.

Section 10. Overtime and Premium Day Work

(a) Available overtime work shall be awarded to the employees desiring same, first by seniority order to the employees in the classification involved who are regularly scheduled on the starting time, shift or work week involved; second by seniority order to the employees in the classification involved regardless of starting time, shift or work week; and third by seniority subject to qualification and ability to do the work.

(b) Available premium day work shall be awarded to the employees desiring same, first by seniority order to the employees in the classification involved, regardless of starting time, shift or work week; and second by seniority subject to qualification and ability to do the work (however, if the Employer has scheduled normal operations

for the premium day in question the order of preference shall be as set forth in subsection (a) above).

(c) If an Employer requires overtime or premium day work and no qualified employees claim such work then the Employer may assign qualified employees to such work in reverse seniority order within the categories set forth in subsections (a) and (b) above.

(d) In applying the provisions of subsections (a), (b), and (c) above, an employee shall not be awarded or assigned the available overtime or premium day work unless he will have at least eight (8) hours off between shifts.

Section 11. Holiday Week Guarantees

In any week in which a paid holiday falls a guaranteed work week shall be thirty two (32) hours and all hours worked in excess of thirty-two (32) hours, excluding the holiday in such week, shall be paid at the rate of one and one-half (1-1/2) times the regular rate, providing the holiday falls within the scheduled work week. Overtime shall not be pyramided.

Holidays falling outside the regularly scheduled workweek shall be paid in addition to the forty (40) hour guarantee. Where two (2) holidays fall in one (1) week the above figure thirty-two (32) shall be changed to twenty-four (24) wherever it appears.

ARTICLE 63. RATES OF PAY

Section 1. New Hires Rates

Regular Employees shall be subject to the progression listed below:

(1) Effective first (1st) day of employment—Ninety (90) % of the top rate of pay.

(2) Effective first (1st) day of employment plus one (1) year—One Hundred (100) % of the top rate.

The term top rate is the applicable hourly and/or mileage rate of pay for the job classification payable under this Agreement.

Section 2.

All present individual Local Shop Riders (Addendum) shall remain in effect for the term of this Agreement.

The following wage rates are applicable only to Local 495, unless otherwise mutually agreed to, and are included in this Supplemental Agreement only for the specific purpose of setting forth the various wage classifications that are subject to the provisions of this Supplemental Agreement.

CLASSIFICATION	EFFECTIVE				
	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Mechanic					
Day Shift	31.02	31.77	32.52	33.27	34.02
Swing Shift	31.22	31.97	32.72	33.47	34.22
Graveyard Shift	31.27	32.02	32.77	33.52	34.27
Lubrication					
Day Shift	30.22	30.97	31.72	32.47	33.22
Swing Shift	30.43	31.18	31.93	32.68	33.43
Graveyard Shift	30.48	31.23	31.98	32.73	33.48
Tire (Change)					
Day Shift	30.22	30.97	31.72	32.47	33.22
Swing Shift	30.43	31.18	31.93	32.68	33.43
Graveyard Shift	30.48	31.23	31.98	32.73	33.48
Tire (Air)					
Day Shift	30.12	30.87	31.62	32.37	33.12
Swing Shift	30.32	31.07	31.82	32.57	33.32
Graveyard Shift	30.37	31.12	31.87	32.62	33.37
Steam Cleaner					
Day Shift	30.12	30.87	31.62	32.37	33.12
Swing Shift	30.32	31.07	31.82	32.57	33.32
Graveyard Shift	30.37	31.12	31.87	32.62	33.37

Fueller					
Day Shift	30.12	30.87	31.62	32.37	33.12
Swing Shift	30.23	31.07	31.82	32.57	33.32
Graveyard Shift	30.37	31.12	31.87	32.62	33.37
Washer, Cleaner, Polisher					
Day Shift	30.06	30.81	31.56	32.31	33.06
Swing Shift	30.26	31.01	31.76	32.51	33.26
Graveyard Shift	30.31	31.06	31.81	32.56	33.31
Shop-Yard and Terminal					
Day Shift	29.94	30.69	31.44	32.19	32.94
Swing Shift	30.14	30.89	31.64	32.39	33.14
Graveyard Shift	30.19	30.94	31.69	32.44	33.19
Parts Pick-Up and Delivery					
Day Shift	30.14	30.98	31.64	32.39	33.14
Swing Shift	30.28	31.03	31.78	32.53	33.28
Graveyard Shift	30.33	31.08	31.83	32.58	33.33
Mobile Service Truck					
Day Shift	30.32	31.07	31.82	32.57	33.32
Swing Shift	30.53	31.28	32.03	32.78	33.53
Graveyard Shift	29.58	30.33	31.08	31.83	32.58
Tow Truck Driver					
Day Shift	30.37	31.12	31.87	31.83	32.58
Swing Shift	30.58	31.33	32.08	32.83	33.58
Graveyard Shift	30.63	31.38	32.13	32.88	33.63
Tank Cleaner					
Day Shift	30.32	31.07	31.82	32.57	33.32
Swing Shift	30.53	31.28	32.03	32.78	33.53
Graveyard Shift	30.58	31.33	32.08	32.83	33.58
Automotive Parts Employees					
Day Shift	30.06	30.81	31.56	32.31	33.06
Swing Shift	30.26	31.01	31.76	32.51	33.26
Graveyard Shift	30.31	31.06	31.81	32.56	33.31

Second 3 Months					
Day Shift	30.11	30.86	31.61	32.36	33.11
Swing Shift	30.31	31.06	31.81	32.56	33.31
Graveyard Shift	30.36	31.11	31.86	32.61	33.36
Third 3 Months					
Day Shift	30.16	30.91	31.66	32.41	33.16
Swing Shift	30.36	31.11	31.86	32.61	33.36
Graveyard Shift	30.42	31.17	31.92	32.67	33.42
Fourth 3 Months					
Day Shift	30.21	30.96	31.71	32.46	33.21
Swing Shift	30.42	31.17	31.92	32.67	33.42
Graveyard Shift	30.47	31.22	31.97	32.72	33.47
Thereafter					
Day Shift	30.43	31.18	31.93	32.68	33.43
Swing Shift	30.63	31.38	32.13	32.88	33.63
Graveyard Shift	30.68	31.43	32.18	32.93	33.68

Those employees who were designated as Working Foreman and/or Leadman, on or before April 1, 1991, shall continue to receive a personalized "red circle" wage of ten percent (10%) above the highest classification rate of pay paid to those employees designated as Working Foreman and/or Leadman under this provision after April 1, 1991, shall receive a one dollar (\$1.00) per hour premium above the highest classification rate of pay paid to those employees under their supervision.

Parts Room Managers shall receive a wage premium of ten percent (10%) above the highest classification; provided, however, the number of employees supervised is three (3) or more.

ARTICLE 64. JOB DESCRIPTIONS

(a) Tire Service (Change)

Change tires as instructed, and remove and remount on company equipment. Keep mileage records on tires.

(b) Lube Operator

Grease equipment, change oil, change air and oil filters, pack front wheel bearings, pack universal joints, change and flush transmission and rear-end gear boxes, check oil, check and service water, and lights, wash windows of cabs, check brake fluid.

(c) Steam Rack Operator

Steam all equipment and parts for mechanics; steam all trucks, trailers and other equipment.

(d) Fueller

Fuel all equipment including gas, diesel, and propane and drive fuel truck for the purpose of servicing equipment.

(e) Tire Service (Air)

Air tires on equipment

(f) Washer, Cleaner, Polisher

Wash, clean and polish equipment.

(g) Stock and Parts Room Employees

Issues parts and tools to mechanics working on equipment. Keeps Kardex records, perpetual inventory, and records on stock, keeps stock room in clean condition and assists the Parts Manager.

(h) Pick-Up and Delivery Stock and Parts

Picks up stock and parts at dealers as instructed.

(i) Shop-Yard and Terminal Clean up

Wash and clean shop floors, windows, rest rooms and engages in general housekeeping and yard clean up.

(j) Mobile Service Truck Operator

Operates Mobile Service Truck equipment.

(k) Tow Truck Driver

Drives tow truck away from terminal facilities to bring in disabled equipment.

(l) Service Truck Driver

Operates Company equipment away from the terminal facility, (i.e.) making a delivery but performs no work as defined under Article 29 of this Agreement.

(m) Tank and/or other Equipment Cleaners

Is required to clean the inside of tanks and/or other equipment including containers.

(n) Auto & Shop—Mechanic job Descriptions

Is able to read applicable technical bulletins and operate test equipment required to make a repair, diagnosis, and operate necessary machines or equipment. Also, to make repairs to company motor vehicles or parts thereof. To be responsible for prudent diagnosis and repair of the defect. Must be able to perform other job assignments associated with the above duties, and when new types of work are involved, training, if necessary. Employees presently classified, as mechanics shall be able to continue to perform the duties they presently perform at their respective companies.

NOTE: Employees working in the classifications outlined above shall pick up and respot equipment anywhere in yard when necessary to perform any of the duties in these classifications.

ARTICLE 65.

The following provision is supplemental to Article 12—Uniforms—of the National Agreement.

Section 1. Uniforms

Voluntary pooling arrangements for the purchase of uniforms shall not come within the scope of this Article.

Section 2.

The Employer shall furnish and be responsible for the laundering of appropriate wearing apparel for each full-time employee covered by this Agreement, not to exceed the cost of one pair of coveralls for every other day worked. The Employer agrees that wearing apparel furnished by him will bear the union label and that service and maintenance will be handled by a union establishment when possible.

Section 3.

The Employer agrees to furnish the following adequate equipment to the employees, when necessary for the performance of their work:

Rain Gear

Gloves

Rubber Boots

Goggles

Rubber Aprons

Masks

Tools and equipment necessary for the work to be performed

Protective clothing necessary for the health of the employee

Safety shoes shall be made available at cost, and with payroll deduction if requested

ARTICLE 66.

Whenever the word “He” or “Employee” is used in this Agreement, it shall mean female employees as well as male employees.

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 2023 ABF NMFA.

WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Western States Area Part IV Automotive Shop and Truck Servicing Supplemental Agreement as set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

This agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this agreement for the performance thereof otherwise, and by such approval does not become a party to the Agreement.

NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

Ron Seamans, Western Region Freight Coordinator
Jeff Kendall, IBT Western Region Freight Representative Local 222
Alvin Mitchell, Teamsters Local 542
Dominic Chiovare, Local 70
Chris Porter, Local 174
Tracy McCarty, Teamsters Local 492
David de Leon Local 63

FOR THE EMPLOYERS:

Matt Turrieta
Pete Rokich

ABF WESTERN STATES
PART V
OFFICE EMPLOYEES
SUPPLEMENTAL AGREEMENT



For the Period of July 1, 2023
through June 30, 2028

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**PART V
OFFICE EMPLOYEES**

SUPPLEMENTAL AGREEMENT

**COVERING OFFICE EMPLOYEES
EMPLOYED BY PRIVATE, COMMON AND
CONTRACT CARRIERS**

**For the period of:
July 1, 2023 thru June 30, 2028**

**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 Office Employees 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 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

Section 1. Employees Covered

The execution of this Agreement on the part of the Employer shall cover office and clerical employees employed by the Employer excluding, however, the classifications set forth immediately below:

1. Confidential employees, supervisory and professional employees within the meaning of the Labor Management Relations Act of 1947, as amended;
2. Employees already covered by an existing union contract;
3. Dispatchers exercising independent judgment with respect to the responsibility for directing the work or recommending hiring and firing.

It is the intention of the parties hereto that the aforesaid exclusions shall be governed by the duties commonly and regularly performed by employees and shall not depend upon mere title.

Section 2. Competitive Equity

In the event Employers who are not parties to this Agreement should engage in operations requiring clerical services, which affect local drayage or cartage services or freight pick-up and delivery services, the Union representing the employees of such Employer in the respective bargaining unit shall, to the extent it may do so lawfully and within such periods of time it may deem feasible, bring into effect all of the provisions, conditions and wages of this Western States Area Office Employees Supplemental Agreement.

In the event an Employer, party to this Agreement, may require the services of employees coming under the jurisdiction of this Agreement in a manner and under conditions not provided for in this Agreement, then and in such instances the Local Union and the Employer concerned may negotiate such matters for such specific purposes, subject to the approval of the Joint Western Area Committee.

Section 3. Addendums to Agreements

Addendums to this Supplemental Agreement providing for better wages, hours and working conditions than those provided in this Supplemental Agreement, which have previously been negotiated and put into effect by Local Unions and Employers, shall be reduced to writing and executed by the Employer and the Local Union or Local Unions affected.

ARTICLE 58.

Section 1. Recall from Lay-Offs

(a) A laid-off employee shall be given a written notice of recall by certified mail addressed to his last known address on file with the Employer with a copy to the Local Union.

Such employees must respond to such notice within seven (7) days after the date of the postmark and actually report to work with 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.

(b) 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 regards to this issue shall remain in effect subject to approval between the parties.

(c) Laid-off employees working to replace temporary vacancies or as temporary supplemental help or recalled as full time employees

shall be eligible to bump or bid as outlined in Section 2 and 3 below, after having worked thirty (30) calendar days.

Section 2. Reduction in Work Force

(a) When it becomes necessary to reduce the working force within a classification, the employee with the least terminal seniority in that classification shall be laid off first. Such layoff notice shall be in writing with a copy to the Local Union. This does not apply to day-to-day layoffs.

(b) Any employee affected by such reduction in the work force may exercise his or her seniority to bump into another classification where there is an employee with lesser company seniority, provided however, that:

(1) If the reduction in work force causes an immediate starting time or work week change in the affected classification, the employees in that classification by seniority shall have the first opportunity to bump into another classification and;

(2) The employee shall receive the rate of pay provided in this agreement for such position and;

(3) The affected employee is qualified and capable of performing the duties of the position. If the employee possesses the required basic skills, e.g., typing and a basic knowledge of the job, but is not fully capable of performing the duties of the position into which he/she desires to bump, he/she will be given a reasonable opportunity to demonstrate his/her capability to perform the duties of such position. This may require some additional familiarization with the duties of such position through a review of any manual material that may be available and/or basic assistance by supervision. During such familiarization the employee shall receive the rate of pay provided in this Agreement for such position.

Section 3. Bidding

The Employer agrees that when any position covered by this Supplemental Agreement is open, said position will be posted for bid at

that office location, and may be bid upon by employees on that office's active seniority roster. However, when a new starting time within a classification is changed, or an opening occurs due to a vacancy or an addition, employees within that classification shall have the first opportunity, on a seniority basis, to claim such starting time before it is posted for bid. Abuse of changing starting times is subject to the grievance procedure. Terminals shall have an annual bid. At the time of bidding an employee must be qualified to perform the functions of the job for which they are bidding. The Employer has the right to establish job requirements for each bid classification.

Seniority shall be the governing factor where the employee meets the provisions of the bid. Any controversy shall be subject to the grievance procedure, except that where the parties have established specified procedures for determining qualifications of employees for promotions, such procedures may continue in effect unless changed by mutual agreement.

Written notices of job openings are to be posted for bid for three (3) days. The bid shall contain an adequate description of the job duties, the starting time for such position, the rate of pay involved, and the requirements for the position. Copies of all bid notices and awards shall be sent to the Local Union involved.

The Employer may change a starting time in any classification by no more than two (2) hours on a one (1) time basis during any calendar year without such position being subject to bid. If the change in starting times exceeds two (2) hours, the affected employee in such bid classification has the option to retain his bid position or may bump where his seniority and qualification permit. In such case, the vacated position will be offered first within the classification and, if not filled in that manner, will be posted for bid.

In the event a permanent job opening exists at any of the Employer's locations within a Joint Council covered by this Supplemental Agreement which has already been offered to the employees at the location where the vacancy exists shall be offered to laid-off employees within that Joint Council.

The successful bidder shall be placed at the bottom of the new terminal's seniority list for bidding and layoff purposes but shall re-

tain Company seniority for fringe benefits only. A transferring employee shall pay his own moving expenses and shall upon reporting to such new terminal be deemed to have relinquished his right to return with seniority to the terminal from which he transferred.

ARTICLE 59. MEAL PERIOD

Meal periods shall be established by the Employer of either thirty (30) minutes or one (1) hour, but not both, and shall not be changed except by mutual agreement. No employee shall be compelled to take more than one continuous meal period during his shift 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.

ARTICLE 60. GENERAL PROVISIONS

Section 1. Split Shifts

There shall be no split shifts. An emergency callback as referred to in Section 9 of this article shall not be considered a split shift.

Section 2. Sanitary Conditions

The Employer agrees to maintain a clean, sanitary washroom, having hot and cold running water and with toilet facilities, unless otherwise mutually agreed to.

Section 3. Extra Employees

(a) A casual is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter defined. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment. Supplemental casuals shall be paid from the time they clock in.

(b) Casual employees may be used in any classification of work covered by this agreement, subject to an eight (8) hour minimum daily guarantee. Furthermore, casuals may be used on a 4-hour minimum guarantee anytime within a twenty-four (24) hour period.

(c) Replacement casuals may be utilized by an employer to replace regular employees who are off due to illness, vacation or other absence. Where the Company has at least three (3) hours' notice that a regular employee will be absent from his shift, the casual shall be started at the same time as the regular's starting time, in order to be counted as a replacement casual. Where the Company has less than three (3) hours' notice that a regular will be absent from his shift, a casual started within three (3) hours of the absentee's starting time shall qualify as a replacement casual. For the purpose of verifying that a casual was a replacement casual, the monthly casual report furnished to the Local Union in sub-section (h) below shall be so noted.

A replacement casual shall work within the classification of the person being replaced provided such casual is qualified to perform the duties of the absent employee.

(d) Supplemental casuals may be used to supplement the regular work force if all available regular employees are working or scheduled to work. However, such supplemental casuals shall not be used to deprive regular employees of premium day work.

(e) Any casual or non-seniority employee used by the Employer for twelve (12) eight (8) hour supplemental shifts within a calendar month shall be automatically processed by the Employer to determine whether the casual meets the Employer's hiring standards and qualifications. Such processing shall be completed within thirty (30) calendar days from the completion of the twelfth (12th) shift worked.

After such processing, if the casual employee meets the Employer's hiring standards and qualifications for regular employment, he/she shall be placed on the seniority list for regular employment. His/her seniority date will be the date of the twelfth (12th) shift worked.

When an Employer utilizes eight (8) hour supplemental casuals thirty (30) or more days in any two (2) consecutive calendar months, the Employer shall add one (1) regular employee.

The Employer shall select and place a casual(s) into probationary status who has been working for the Employer. Once the number of

new employees has been determined by the parties, the Employer must hire within sixty (60) days unless there is an intervening lay-off. In the event of layoff, the time period for hiring will be extended until the last man on layoff is recalled. The balance of the sixty (60) day hiring period then continues in effect that date. Failure to add regular employees within the prescribed time shall subject the Employer to runaround claims.

(f) The parties acknowledge there may be time when the absence of a particular regular employee is of such a nature that even though he still retains seniority status, it is not likely that he will return to work within a reasonable period. In such cases when such absence continues beyond three (3) calendar months a replacement casual shall not thereafter be used to fill such absence unless the Employer and the Local Union mutually agree to the continued use of a replacement casual.

A monthly list of all extra (e.g., laid-off) casual (supplemental or replacement) and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall show:

1. The employee's name, address and social security number;
2. The date worked;
3. The classification of work performed each date, and the hours worked; and
4. The name, if applicable, of the employee replaced. This list shall be compiled on a daily basis and shall be available for inspection by a Union representative and/or the job shop steward. Any alleged violation of this Article may be grieved by the Local Union.

(g) Casual employees working on a holiday shall be paid the applicable hourly rate of pay and shall be guaranteed a minimum or eight (8) hours of work on such day. Casual employees will not be used in a particular classification when the regular employees in that classification are laid-off and have not been offered work.

(h) Temporary positions of four (4) weeks duration or longer shall be posted for bid. Employer shall have the option of replacing successful bidder with a casual employee.

Section 4. Coffee Breaks

All employees shall be granted a ten (10) minute coffee break approximately halfway through the first half of their shift, and a ten (10) minute coffee break approximately halfway through the second half of their shift. Such coffee break shall be taken without loss of pay and the employee shall not be required to make up such time. Time spent by the employee walking from his assigned work area to the coffee break area is included in the ten (10) minute coffee break period and time spent returning to his assigned work area is excluded from the ten (10) minute coffee break period.

In the event an employee is worked on an early call in basis of two (2) hours or more, such employee shall be granted a ten (10) minute coffee break at the beginning of their normal start time.

In addition, an employee, who is required to work overtime continuous to their regular scheduled shift, shall receive a ten (10) minute coffee break at the tenth (10th) hour provided the need to work overtime will continue beyond two (2) hours.

Section 5. Seniority Violation

In the event an employee is not worked in his rightful position of seniority he shall be compensated in the amount that was earned by the employee who was worked in his stead. In the event an employee is not worked in his rightful position of seniority and is later worked, he shall be compensated at the regular straight time rate of pay for all hours commencing at the time he should have worked and the time he did work, not to exceed seven (7) hours. The total amount an employee is paid under this provision, including penalty pay, shall not be less than that paid to the junior employee who was worked ahead of the senior employee. An employee whose seniority is violated under this provision and is either offered work at a later time and refuses or a verified attempt to offer work at a later

time is made and the employee is not available, such employee shall not be eligible for the benefits of this provision

Section 6. Paid for Time

All employees covered by this Agreement shall be paid for all time spent in service of the Employer. Rates of pay provided for by this Agreement shall be minimums. Time shall be computed from the time that the employee is ordered to report for work and registers in and until he is effectively released from duty. This does not include meal time when taken.

Section 7. Work in Other Classifications

The rate of pay for employees regularly engaged in more than one (1) specified classification group shall be the average rate of the groups in which work is performed, provided, however, that an employee must work an average of more than one (1) hour per day in a given classification in order that such classification be used in the computation of the combination rate. If employees work in a higher classification for four (4) or more hours in any one (1) day, the rate of pay for such higher classification shall apply for the entire day. The Employer shall provide reasonable opportunity for employees to upgrade themselves on all job classifications under this Supplemental Agreement. Within operational limits, company equipment shall be made available under appropriate supervision. All such training shall be on the employee's own time.

Section 8. Work in Other Jurisdictions

In the event the companies under the jurisdiction of another Local Union party hereto should contract work under the jurisdiction of another Local Union or if employees work under another contract between the Company and the Local Union, and the rate of pay established by such other Local Union or contract is higher than the rate of pay prevailing in this contract, the higher rate of pay shall prevail for such work actually performed.

Section 9. Emergency Callback

When an employee has clocked out and actually departed from the Employer's premises and is thereafter "called back" for a work as-

signment, he shall be guaranteed four (4) hours pay at one and one-half (1-1/2) times the regular rate of pay for the classification of work that he performs. This is not to be considered as part of a split shift.

Section 10. Call Time.

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 times 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, that are called for daily work shall be given two (2) calls, with a minimum of seven (7) minutes between calls. The second (2nd) call shall be verified by a bargaining unit employee before the employee is bypassed for work. The work call shall be made to one (1) 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.

Laid-off employees used as supplements or replacements shall not be guaranteed forty (40) hours in the workweek.

Call time for regular laid-off employees shall be in accordance with Article 60, Section 3(c).

Section 11. Work Opportunity at Other Terminals

By mutual agreement between the Employer and the Union, laid-off employees may request in writing to their supervisors, to work at other terminals provided that:

- (1) The Employer has multiple terminals within a Union's geographic area;
- (2) Subject to the workload and number of such requests;
- (3) Such use for available work will not be deemed a violation of the Agreement if laid-off employees are used prior to preferential casuals at these terminals;

(4) Laid-off employees will not gain seniority at those locations.

An Employer will try to accommodate a laid-off employee's request to work, provided however, laid-off employees shall receive the casual rate of pay and the casual Health and Welfare at these terminals. If a laid-off employee has already qualified for regular Health and Welfare at his home terminal, the Employer's Health and Welfare obligation is satisfied.

Laid-off employees receiving eighty (80) or more hours' total compensation from those terminals shall receive regular Health and Welfare.

ARTICLE 61.

Section 1. Appendix "A"

The classification of work performed by the employees under this Supplemental Agreement and the Groups for such classification as well as a general description of the duties performed under each classification are set forth in Appendix "A" attached hereto and made a part hereof.

It is recognized that due to operational differences among the Company's signatory to this Agreement and technological changes, the duties of employees working the classification contained herein will vary.

It is also agreed and understood that the list of classification does not include all of the functions that are performed by the employees covered by this Supplemental Agreement and not being listed in no way diminishes the fact that, that work continues to be bargaining unit work.

Section 2. Rates of Pay—Appendix "B"

The rates of pay by Groups of classifications, covered by this Supplemental Agreement, applicable to the various areas subject to this Supplemental Agreement, are set forth in Appendix "B" attached hereto and made a part hereof.

ARTICLE 62. WORK WEEK AND GUARANTEES

Section 1. Minimum Work Week

(a) Regular employees, except regular part-time employees, shall be guaranteed a minimum work week of forty (40) hours consisting of five (5) consecutive days, including holidays, of eight (8) hours each. This guarantee applies only to those areas, which have had a guaranteed workweek by previous contract. The Employer may be granted a flexible work week in accordance with Article 65, Sections 1 and 2 of the Western States Pickup and Delivery Supplemental Agreement.

(b) Terminals with five (5) bargaining unit employees or less may employ one regular part-time employee. In terminals other than breakbulks of over five (5) bargaining unit employees, one (1) additional part-time employee in any classification shall be permitted for each seven (7) additional bargaining unit employees in the following manner:

5 employees or less	1 part-timer
6 thru 11 employees	2 part-timers
12 thru 18 employees	3 part-timers
19 thru 25 employees	4 part-timers

Such formula shall carry on for each additional seven (7) employees. Such employee shall be guaranteed four (4) hours work per day. If worked over four (4) hours, part-time employees shall be guaranteed eight (8) hours for that day. Part-time positions shall be bid and employees placed on the seniority list. Workweek shall be in accordance with Article 62, Section 2. Part-time employees shall be guaranteed a weekly minimum of twenty (20) hours of work. Vacations, Holidays, Sick Leave and Funeral Leave shall be applied to part-time employees on a prorated basis. Vacation pay shall be computed the same as a regular employee.

Temporary Work Disruptions

(c) Temporary disruption of work beyond the control of the Employer and other disruptions caused by fires, floods, or other Acts of

God, or unavailability of fuel due to fuel shortages or strikes at terminals shall break the weekly guarantees during the period of such disruptions. Available work during such period of disruption shall be offered in seniority order. At the time such temporary disruptions are terminated, bid employees shall then be returned to their respective bid start times provided the affected employee had eight (8) hours off duty prior to the start of his bid start time. In the event a bid employee had not had eight (8) hours off duty prior to the resumption of his bid, he shall be returned to his bid shift the next following bid day.

Disputes as to the Employer's inability to continue operations due to reasons provided herein shall be subject to the grievance procedure.

Section 2. Work Day and Work Week

(a) The workweek shall be scheduled for five (5) consecutive days. In addition to and in conjunction with the Monday through Friday workweek, the Employer shall be entitled to establish bids over the weekend, with the following limitations:

1 thru 5 PUD bid employees scheduled—1 Office employee
6 thru 11 PUD bid employees scheduled—2 Office employees
12 thru 18 PUD bid employees scheduled—3 Office employees
19 thru 25 PUD bid employees scheduled—4 Office employees
26 or more PUD bid employees scheduled—5 Office employees

(1) In addition to and in conjunction with the five (5) consecutive eight (8) hour work week described above, the Employer may establish a four (4) ten (10) hour workweek, Monday through Friday, in accordance with the following rules.

(2) All four (4) ten (10) hour Monday through Friday workweeks shall be subject to seniority bidding.

(3) Laid-off regular and casual employees shall not be scheduled to work ten (10) hour workdays to supplement a four (4) ten (10) hour Monday through Friday bid or to replace the day-to-day absence of a bid employee.

(4) In the event of a temporary vacancy in a four (4) ten (10) hour Monday through Friday bid due to vacations, illness or injury, leaves of absence or any other absence of a full week or more, shall be bid to the unassigned, non-guaranteed employees. If not filled in this manner, the most junior unassigned, non-guaranteed employee shall be assigned to the temporary vacancy. In no event will a casual employee be assigned to a ten (10) hour workday.

Section 3. Sunday Work

(a) With the exception of the employees working under Article 62 Section 2, all work performed on Sunday shall be at the rate of one and one-half (1-1/2) times the hourly rate of pay for the classification of work in which the employee is engaged, except where such Sunday is the seventh (7th) consecutive day, in which case all work performed on such Sunday shall be paid for at the rate of two (2) times the applicable hourly rate of pay for the classification of work. In each such instance of Sunday work the employee is guaranteed eight (8) hours work or pay.

Saturday Work

(b) Where the work week is Monday through Friday all work performed on Saturday shall be at the rate of one and one-half (1-1/2) times the regular hourly rate for the classification in which the employee is engaged with a guarantee of eight (8) hours work or pay.

Premium Day

(c) Choice of terminal premium day overtime shall be governed by terminal seniority and qualification, or by rotating seniority list, if mutually agreed to by the Employer and the Union.

After 8 and 40

(d) All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate, but not both. Overtime shall not be pyramided.

Shift Differentials

(e) Existing shift differentials, either by contract or past practice, shall remain in effect.

(f) In computing pay for work time, past practice as provided by written contract shall prevail.

(g) The 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 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 (2) hours overtime. Abuses of this Article by either the employer or employees shall be subject to the grievance machinery and the grievance committee may impose appropriate restrictions to remedy such abuse.

Section 4. Holiday Week Guarantees

(a) In any week in which a paid holiday falls, the guaranteed work week shall be thirty-two (32) hours and all hours worked in excess of thirty-two (32) hours, excluding the holiday in such week shall be paid at the rate of one and one-half (1-1/2) times the regular rate, providing the holiday falls within the scheduled work week. The same concept shall apply for regular part-time employees. Overtime shall not be pyramided.

(b) Holidays falling outside the regularly scheduled workweek shall be paid in addition to the forty (40) hour guarantee. Where two (2) holidays fall in one (1) week, the above figure thirty-two (32) shall be changed to twenty-four (24) wherever it appears. This section 4 applies only in areas where a guaranteed workweek exists.

Any holiday falling within a employee's regular work week shall be counted as a day worked in the application of premium day overtime on the seventh (7th) day as provided in 3 (a) above.

(c) Where the Employer has established a bid workweek with a daily start time between 10:00 p.m. and 12:00 midnight the previous day and an employee is worked at such established bid start time the day prior to a holiday and works into the holiday shall be considered as working on a holiday and all hours worked shall be compensated at the applicable holiday rate of pay. Employees, who are started to work on such established start times on the day of a holiday, and work out of the holiday, shall be considered as working the day after the holiday and shall be compensated at the applicable straight-time rate of pay.

ARTICLE 63.

Section 1. General Office Centralization Department

Centralized Office Departments may be established for Multi-State operations under the terms of this Agreement with a flexible workweek for rate clerks and computer operators, only after the Employer has filed for and received approval by the appropriate Joint Western Area Committee Panel.

Prior to making application for approval, the Employer shall comply with the following:

1. Meet with the affected Local Union and attempt to work out the following:

(a) Type of workweeks needed;

(b) Operational requirements

2. Thereafter the Employer shall set forth in its filing with the Joint Western Area Committee a full description of the proposed operation including any disputed items with the Local Union.

3. The Joint Western Area Committee shall establish guidelines for the operation of General Office Centralized Departments.

Section 2. Guidelines for Office Flexible Workweek— Breakbulk Terminals

(a) The workweek shall consist of five (5) consecutive days. JWAC workweek change charts will apply when changing workweeks.

(b) Should vacancies occur the Company may replace absent employees in accordance with Article 60 Section 3.

(c) Premium day overtime within this guideline shall be offered in accordance with Article 62, Section 3 (c), of the Western States Area Office Employees Supplemental Agreement.

(d) All classifications under this guideline will be subject to an eight (8) hour daily guarantee. The weekly guarantee will be that specified in the Western States Area Office Supplemental Agreement.

(e) For purposes of this guideline, holidays shall be observed in accordance with the provisions of Article 51, Section 3, of the Western States Area Common Clauses.

(f) The Company may not employ regular part-time employees or four (4) hour casual billers in an office having any employees working subject to this guideline.

(g) Any contractual item not specifically addressed in this guideline shall revert to the applicable Article in the Western States Area Office Supplemental Agreement.

APPENDIX "A"
To the
WESTERN STATES OFFICE EMPLOYEES
SUPPLEMENTAL AGREEMENT

This Appendix "A" which is attached to the above described Supplemental Agreement sets forth the certain classification of employment as included in each of the individual groups, as well as a general description of the job duties which are to be used in determining the specific rate of pay for the individual employee in each of the various areas covered by this Supplemental Agreement.

GROUP 1

Interline Clerk, Cashier, Claim Clerk, and O.S.&D., Tracing Clerk, Billing Clerk, Secretary.

Interline Clerk

Records and keeps the accounts of all freight shipments handled by the company originating on the lines of another carrier and delivered by his company, or originating on his company line and turned over to another carrier for delivery; keeps record and calculates the division of revenue between his company and the other line or lines involved, prepares freight bills to be sent to Transport Clearings and Banking institutions showing an itemized account of the amount that customers owe. Keeps a record up and works with this phase or section with above, performing all duties relating thereto.

Cashier

Keeps a record of cash collections; receives incoming cash from employees, customers, or by mail; checks payments against sales slips or other forms of indebtedness; cashes checks; may prepare money for deposit in bank and may keep a running cash account record; may operate business machines required for such work.

Claim Clerk

Handles correspondence with customers of other carriers regarding claims for merchandise lost or damaged, usually while in transit. May prepare necessary data upon which claim agent may determine validity of claim.

O.S. & D. Tracing Clerk

Investigates notices of over, short and damaged shipments, and disposes of refused and unclaimed shipments; checks shipping and other reports to determine whether shipper, carrier, or consignee is in error or at fault; reconsigns shipments that have been sent to the wrong place; disposes of unclaimed shipments according to instructions.

Billing Clerk

One who prepares freight bills to be sent to customers showing an itemized account of the amount that they owe, using a typewriter or typewriter billing machine; transcribes by means of lettered keys from bills of lading or shipping documents the necessary information such as customer's name, address, and services rendered. Records the computations prepared by rate clerks on the bill by means of numbered keys and may also perform other clerical work incidental to billing operations.

Secretary

One who devotes entire time to one superior; takes dictation either by shorthand or stenotype machine and transcribes dictated material; handles routine matters under instructions; keeps appointment record for superior; handles routine matters under instructions; keeps special files relating to work of superior. In general, assists superior in conduct of his general duties.

GROUP II

Payroll Clerk "A"

Checks the calculations made by others in figuring the company payroll and keep various records showing distribution of payroll expenditures. Makes out individual pay checks or draws cash from

the bank and inserts proper amount in envelopes. Disburses pay to workers or department heads and hands out the pay as the individuals call for it at a pay window, may perform related duties in making up the payroll. May operate a calculating machine and check writing machine, may make distribution record of labor costs to appropriate accounts.

Cross Trained Clerk (CTC)

The purpose of this position is to facilitate the Company in dealing with the fluctuations that occur on certain desks from time to time, to replace absent employees and designate an employee whom is able to assist in any function performed in the clerical operation. The bid will contain a primary job function in addition to being responsible for assisting the other clerks when requested by management. This position will be bid by seniority and the Company agrees to train successful bidders on the clock. This bid will be limited to ten (10) % of the bids with a minimum of one (1) per terminal unless mutually agreed to.

GROUP III

Rate Clerk Intrastate, Rate Clerk Interstate, Rate Clerk Transcontinental.

Rate Clerk Intrastate

Rates bills and may supervise the work of the calculation and quoting of freight rates to shippers; traffic files, both current and chronological; reviews freight bills to determine that proper rates have been applied and issues correction notices when errors are found; may supervise the work of billing and abstract clerk; may prepare statistical information in connection with freight rate structures.

Interstate

Same duties as above. However, rates bills using Transcontinental Tariffs.

**APPENDIX “B”
To the
WESTERN STATES AREA OFFICE
EMPLOYEES SUPPLEMENTAL AGREEMENT**

This Appendix “B” which is attached to the above described Supplemental Agreement is that certain Appendix “B” referred to in Article 61, Section 2 thereof, and sets forth the minimum wage rates for the classification of employment covered by such Supplemental Agreement in each of the variously described areas covered by the Agreement.

New Hire Rates:

The new hire rates shall be two dollars and forty cents (\$2.40) less than the current rate applicable to the classification of work for which the employee is being hired. New hire rates shall be increased in forty cents (\$.40) increments every three (3) months until the contract rate for the classification is achieved.

JOINT COUNCIL NO. 3

LOCAL UNION NO. 483

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Cashier	29.68	30.43	31.18	31.93	32.68
Interline Clerk	29.68	30.43	31.18	31.93	32.68
Billing Clerk	29.68	30.43	31.18	31.93	32.68
O.S. & D.					
Tracing Clerk	29.68	30.43	31.18	31.93	32.68
Group II					
Payroll Clerk	30.10	30.85	31.60	32.35	33.10
Group III					
Rate Clerk	30.35	31.10	31.85	32.60	33.35

LOCAL UNION'S NO. 190, 222 and 983

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Cashier	29.76	30.51	31.26	32.01	32.76
Interline Clerk	29.76	30.51	31.26	32.01	32.76
Billing Clerk	29.76	30.51	31.26	32.01	32.76
O.S. & D.					
Tracing Clerk	29.76	30.51	31.26	32.01	32.76
Group II					
Payroll Clerk	30.13	30.88	31.63	32.28	33.13
Group III					
Rate Clerk	28.72	29.47	30.22	30.97	31.72

LOCAL UNION'S NO.104 and 492

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Secretary	29.96	30.71	31.46	32.21	32.96
Cashier	29.96	30.71	31.46	32.21	32.96
Interline Clerk	29.96	30.71	31.46	32.21	32.96
Claim Clerk	29.96	30.71	31.46	32.21	32.96
Billing Clerk	29.91	30.66	31.41	32.16	32.91
O.S. & D.					
Tracing Clerk	29.86	30.63	31.36	32.11	32.86
Group II					
Payroll Clerk	30.13	30.88	31.63	32.38	33.13
Group III					
Rate Clerk					

JOINT COUNCIL NO.28

EXCEPT LOCAL UNION'S NO.582 and 763

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
O.S. & D. Clerk	29.77	30.52	31.27	32.02	32.77
Billing Clerk	29.77	30.52	31.27	32.02	32.77
Cashier	29.89	30.64	31.39	32.14	32.89

Group II					
Payroll Clerk	30.06	30.81	31.56	32.31	33.06

Group III					
Rate Clerk	30.26	31.01	31.76	32.51	33.26

LOCAL UNION'S NO.582 and 763

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Secretary	29.82	30.57	31.32	32.07	32.82
Billing Clerk	29.67	30.42	31.17	31.92	32.67
O.S. & D. Clerk	29.67	30.42	31.17	31.92	32.67
Claim Clerk	29.67	30.42	31.17	31.92	32.67
Interline Clerk	30.03	30.78	31.53	32.28	33.03
Cashier	30.03	30.78	31.53	32.28	33.03

Group II					
Payroll Clerk	30.06	30.81	31.56	32.31	33.06

Group III					
Rate Clerk	30.26	31.01	31.76	32.51	33.26

JOINT COUNCIL NO.37

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Secretary	29.89	30.64	31.39	32.14	32.89
Cashier	29.89	30.64	31.39	32.14	32.89
Claim Clerk	29.89	30.64	31.39	32.14	32.89
O.S. & D. Clerk	29.89	30.64	31.39	32.14	32.89
Billing Clerk	29.79	30.54	31.29	32.04	32.79

Group II					
Payroll Clerk	30.06	30.81	31.56	32.31	33.06

Group III					
Interstate					
Rate Clerk	30.42	31.17	31.92	32.67	33.42
Transcontinental					
Rate Clerk	30.42	31.17	31.92	32.67	33.42

JOINT COUNCIL NO.38

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Cashier	29.97	30.72	31.47	32.22	32.97
Secretary	29.97	30.72	31.47	32.22	32.97
Interline Clerk	29.97	30.72	31.47	32.22	32.97
O.S. & D.					
Tracing Clerk	29.97	30.72	31.47	32.22	32.97
Group II					
Payroll Clerk	30.24	30.99	31.74	32.49	33.24
Group III					
Interstate					
Rate Clerk	30.66	31.41	32.16	32.91	33.66
Intrastate					
Rate Clerk and Transcontinental Rate Clerk	30.76	31.51	32.26	33.01	33.76

JOINT COUNCIL NO.42

Group I	7-1-23	7-1-24	7-1-25	7-1-26	7-1-27
Secretary	29.97	30.72	31.47	32.22	32.97
Cashier	29.97	30.72	31.47	32.22	32.97
O.S. & D.					
Tracing Clerk	29.97	30.72	31.47	32.22	32.97
Interline Clerk	29.97	30.72	31.47	32.22	32.97
Claim Clerk	29.97	30.72	31.47	32.22	32.97
Billing Clerk	29.97	30.72	31.47	32.22	32.97
Group II					
Payroll Clerk	30.24	30.99	31.74	32.49	33.24
Centralized					
Customer Care	30.24	30.99	31.74	32.49	33.24
Group III					
Interstate					
Rate Clerk	30.66	31.41	32.16	32.91	33.66
Intrastate					
Rate Clerk	30.66	31.41	32.16	32.91	33.66
Transcontinental					
Rate Clerk	30.66	31.41	32.16	32.91	33.66

IN WITNESS HEREOF the undersigned do duly execute The ABF National Master Freight Agreement and Western States Area Part V Office Employees Supplemental Agreement as set forth herein.

FOR THE UNION

LOCAL UNION NO. _____, Affiliate of I.B. of T.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Home Office Address:

(Street) _____

(City) _____ (State) _____

(Date Signed) _____

This agreement is approved as to form only by the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, and in doing so the International Union assumes no liability whatsoever under this agreement for the performance thereof otherwise, and by such approval does not become a party to the Agreement.

NEGOTIATING COMMITTEES

FOR THE LOCAL UNIONS:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE

Ron Seamans, Western Region Freight Coordinator
Jeff Kendall, IBT Western Region Freight Representative Local 222
Alvin Mitchell, Teamsters Local 542
Dominic Chiovare, Local 70
Chris Porter, Local 174
Tracy McCarty, Teamsters Local 492
David de Leon Local 63

FOR THE EMPLOYERS:

Matt Turrieta
Pete Rokich

