

SUMMARY OF TENTATIVE AGREEMENT

WESTERN SUPPLEMENT

PART III

OVER-THE-ROAD MOTOR FREIGHT SUPPLEMENTAL AGREEMENT COVERING DRIVERS EMPLOYED BY PRIVATE, COMMON AND CONTRACT CARRIERS

**Two-Person
Meeting
Rosemont, IL**

May 20, 2013

The parties reserve the right to correct inadvertent errors and omissions

Where no reference is made to a specific Article or Section, thereof, such Article and Section are to continue as in the current Supplement, as applied and interpreted during the life of such Agreement.

**PART III
OVER-THE-ROAD MOTOR FREIGHT
SUPPLEMENTAL AGREEMENT
COVERING DRIVERS EMPLOYED BY PRIVATE,
COMMON AND CONTRACT CARRIERS**

**For the period of:
April ~~2008~~ 2013 thru March 31, ~~2013~~ TBD**

**In the following territory:
California, Washington, Oregon, Nevada,
New Mexico, Arizona, Montana, Idaho, Utah,
Colorado and Wyoming**

ARTICLE 57. SCOPE OF AGREEMENT – *No Change*

Section 1. Operations Covered – *No Change*

Section 2. Employees Covered – *No Change*

Student Driver – *No Change*

Hired or Leased Equipment – *No Change*

Section 3. City or Local Work – *No Change*

Section 4. Addendums to Agreements – *No Change*

Local Cartage & Short-Haul Operations – *No Change*

Section 5. Uniforms – *No Change*

Section 6. Transportation Home – *No Change*

Section 7. Records of Movements – *No Change*

ARTICLE 58. – *No Change*

Section 1. Supplemental Line Drivers – *No Change*

ARTICLE 59. SENIORITY – *No Change*

Section 1. – *No Change*

Section 2. Lay-Off/Recall

(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 – *No Change*

Section 4. House or Contract Accounts – *No Change*

Section 5. Extra Equipment – *No Change*

ARTICLE 60. MEAL PERIOD – *No Change*

ARTICLE 61. FURNISHED TRANSPORTATION AND LODGING – *No Change*

Section 1. – *No Change*

Section 2. – *No Change*

Section 3. – *No Change*

ARTICLE 62. GENERAL PROVISIONS – *No Change*

Section 1. Paid-For Time – *No Change*

Section 2. Call-In Guarantee – *No Change*

Reporting Guarantee – *No Change*

Call Time – *No Change*

Section 3. – *No Change*

Section 4. Deadheading – No Change

Section 5. Bob Tailing – No Change

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. ~~The driver shall not be called or put to work before having eight (8) hours off duty at the layover point.~~ **Drivers may be called eight (8) for ten (10) at their layover point.**

Section 7. Triples Premium – No Change

Section 8. Mixed Operations – No Change

Section 9. Axle Weights – No Change

Section 10. – No Change

Section 11. Foreign Power – No Change

ARTICLE 63. BREAKDOWNS OR IMPASSABLE HIGHWAYS – No Change

ARTICLE 64. OBNOXIOUS CARGO – No Change

Obnoxious Protective – No Change

ARTICLE 65. PICK-UP AND DELIVERY LIMITATIONS

(b) Line/Shuttle drivers may be required to drop and/or pick trailers at points en route 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.** ~~Line drivers may be required to hostile their own equipment only to the extent specifically permitted under the provisions of Article 57, Section 1(e) of the Western States Area Pickup and Delivery Supplemental Agreement.~~ 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 – No Change

Other Conference Area Pick-Up and Delivery – No Change

Short Line or Peddle Operation – *No Change*

Shuttle – *No Change*

Coffee Breaks – *No Change*

Higher Local Areas – *No Change*

Exceptions on Steel Haul – *No Change*

Exceptions on Perishable Commodities – *No Change*

ARTICLE 66. SINGLE MAN OPERATIONS

Section 1. Mileage Rates of pay

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 2. New Hire Rates

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 3. Hourly Rates of Pay Long Line Operations

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Miles and Hours – *No Change*

Time Spent Other Than Driving – *No Change*

Hours and Overtime – *No Change*

Delay at Origin and End of Run – *No Change*

Runaround Penalty – *No Change*

Section 4. Short Line Hourly Rates – *No Change*

Section 5. Turnaround Operations – *No Change*

Section 6. Guarantees – *No Change*

Section 7. Layover Pay – *No Change*

Abuse of Free Time – *No Change*

Section 8. Time off Single Man – *No Change*

Single Man Layover Runs – *No Change*

Short Line/Shuttle or Turnaround Runs – *No Change*

ARTICLE 67. SLEEPER CAB OPERATIONS – *No Change*

Section 1. Limitation, Protection of Single Man Runs – *No Change*

Mileage Restriction – *No Change*

Definition – *No Change*

Mutual Agreement – *No Change*

Section 2. Hours of Dispatch (Home Terminal) – *No Change*

Section 3. General Dispatch Rules – *No Change*

Equipment Out of Service – *No Change*

Bidding – *No Change*

Section 4. Runaround Penalty – *No Change*

Section 5. Driver Teams – *No Change*

Section 6. Bedding and Linen- Sleeper Cab Equipment – *No Change*

Section 7. Mileage Pay and Subsistence

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 8. Paid For Time – *No Change*

Non-Paid Items – *No Change*

Terminal Delay – *No Change*

Solo Driving – *No Change*

Section 9. New Hire Rates

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

Section 10. Layover Pay – *No Change*

Abuse of Free Time – *No Change*

Section 11. Layover points – *No Change*

Section 12. Sleeper Cab Lay Point and Layover – *No Change*

Section 13. Time Off At Home Terminal – *No Change*

ARTICLE 68. SPECIALIZED CONTRACTS – *No Change*

ARTICLE 69. – *No Change*

Section 1. Mileage Determination – *No Change*

Section 2. – *No Change*

ARTICLE 70. PREMIUMS ON HAZARDOUS CARGO – *No Change*

Section 1. Ammunition, etc. – *No Change*

Section 2. Meal Time – *No Change*

ARTICLE 71. OWNER OPERATORS – *No Change*

ARTICLE 72. HOLIDAY PAY — LONG LINE – *No Change*

**APPENDIX 'A'
SHORT LINE PEDDLER RUN
RATES OF PAY**

JOINT COUNCIL NO. 3 - STATES OF MONTANA, UTAH, and SOUTHERN IDAHO

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 3 - STATES OF COLORADO, WYOMING, ARIZONA, NEW MEXICO

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 7 - SAN FRANCISCO - BAY AREA

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 28 - STATES OF WASHINGTON AND NORTHERN IDAHO

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 37 - STATE OF OREGON

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 38 - NORTHERN CALIFORNIA

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

JOINT COUNCIL NO. 42 - SOUTHERN CALIFORNIA

*****SEE NATIONAL ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT*****

**Letter of Understanding – *No Change*
Article 57 Section 7 (a) second paragraph
Records of Movements**