

SUMMARY OF TENTATIVE AGREEMENT

WESTERN SUPPLEMENT

PART V OFFICE EMPLOYEES SUPPLEMENTAL AGREEMENT COVERING OFFICE EMPLOYEES 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 V

**OFFICE EMPLOYEES
SUPPLEMENTAL AGREEMENT**

**COVERING OFFICE EMPLOYEES EMPLOYED
BY PRIVATE, COMMON AND CONTRACT
CARRIERS**

For the period of:

April 1, ~~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. Employees Covered – *No Change*

Section 2. Competitive Equity – *No Change*

Section 3. Addendums to Agreements – *No Change*

ARTICLE 58. – *No Change*

Section 1. Recall from Lay-Offs – *No Change*

Section 2. Reduction in Work Force – *No Change*

Section 3. Bidding

The Employer agrees that when any ~~position~~ **start time** 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~~ **start time**.

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 bids **will include start times only** ~~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~~ **start time** 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 **start time** ~~position will be offered first within the classification and, if not filled in that manner,~~ will be posted for bid.

ARTICLE 59. MEAL PERIOD – No Change

ARTICLE 60. GENERAL PROVISIONS – No Change

Section 1. Split Shifts

There shall be no split shifts. An emergency callback as referred to in Section 9 **8** of this ~~A~~**article** shall not be considered a split shift.

Section 2. Sanitary Conditions – No Change

Section 3. Extra Employees

(b) Casual employees may be used ~~in any classification of~~ **for** work covered by this Agreement, subject to an eight (8) hour minimum daily guarantee. ~~However, an Employer may utilize one biller on a minimum 4 hour daily guarantee. Furthermore, c-~~ **C**asuals may be used on a 4-hour minimum guarantee where provided by mutual agreement between the parties.

(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 (f) 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.~~

(c) ~~The classification of work performed each date, and the hours worked; and~~

(g) Casual employees working on a holiday shall be paid the applicable hourly rate of pay and shall be guaranteed a minimum of 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.

Section 4. Coffee Breaks

All employees shall be granted a ~~fifteen (15)~~ **ten (10)** minute coffee break approximately halfway through the first half of their shift, and a ~~fifteen (15)~~ **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 ~~fifteen (15)~~ **ten (10)** minute coffee break period and time spent returning to his assigned work is excluded from the ~~fifteen (15)~~ **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 ~~fifteen (15)~~ **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 ~~fifteen (15)~~ **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 – No Change

Section 6. Paid For Time – No Change

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 – No Change~~

~~Section 9.~~ Section 8. Emergency Callback

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 10.~~ Section 9. Call Time.

~~Section 11.~~ Section 10. Work Opportunity at Other Terminals

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.~~

There will be one group and classification of office clerical employees covered by this Supplemental Agreement. It is also agreed and understood that the list of ~~classification in Appendix "A"~~ 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. **With one office classification, there will also be one office rate of pay for each area subject to this Supplemental Agreement.**

ARTICLE 62. WORK WEEK AND GUARANTEES – *No Change*

Section 1. Minimum Work Week – *No Change*

Temporary Work Disruptions – *No Change*

Section 2. Work Day and Work Week – No Change

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 – No Change

After 8 and 40 – No Change

Section 4. Holiday Week Guarantees – No Change

ARTICLE 63. – No Change

Section 1. General Office Centralization Department – No Change

Section 2. Guidelines for Office Flexible Workweek – Breakbulk Terminals

(d) All ~~classifications~~ **office employees** 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.

APPENDIX “A”

**To the Western States Area Office Employees
Supplemental Agreement**

Group I – No Change

Interline Clerk – No Change

Cashier – No Change

Claim Clerk – No Change

O.S.&D. Tracing Clerk – *No Change*

Billing Clerk – *No Change*

Secretary – *No Change*

GROUP II – *No Change*

Payroll Clerk “A” – *No Change*

GROUP III – *No Change*

Rate Clerk Intrastate – *No Change*

Interstate – *No Change*

APPENDIX “B” – *No Change*

New hire rates:

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

Joint Council No. 3 - Local Union No. 483

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

Joint Council No. 3 - Local Unions No. 190, 222 and 983

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

Joint Council No. 3 - Local Unions No. 104, and 492

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

Joint Council No. 28 — Except Local Unions No. 582 and 763

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

Joint Council No. 28 - Local Unions No. 582 and 763

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

Joint Council No. 38

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

Joint Council No. 42

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