

**WESTERN STATES AREA AGREEMENT
PART I – COMMON CLAUSES**

For the Period of April 1, ~~2013~~2018 to ~~March 31, 2018~~ June 30, 2023

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**.

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

PREAMBLE

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 BROTHER- HOOD 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 supple- mental 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 April 1, 2018~~2013~~ and shall pre- vail over the specific terms of that Agreement only to the extent specifically provided therein.

ARTICLE 40.
NO CHANGE

ARTICLE 41.
NO CHANGE

ARTICLE 42.
NO CHANGE

ARTICLE 43.
Section 1.

Seniority rights for employees shall prevail. Seniority shall be bro- ken by discharge, voluntary quit, retirement, unauthorized absence for reasons other

than provided for in Article 42, ~~in excess of one hundred eighty-two (182) days~~, layoff for more than five (5) years, ~~or~~ failure to respond to a notice of recall as provided in the Supplemental Agreements, or as otherwise provided in Article 42.

ARTICLE 44.
SEE: ARTICLES 7 AND 8 OF ABF NMFA

ARTICLE 45.
SEE: ARTICLES 7 AND 8 OF ABF NMFA

ARTICLE 46.

**Section 2, subsection (b)
Discharge or Suspension**

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.

ARTICLE 47.
NO CHANGE

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ARTICLE 48.

NO CHANGE

ARTICLE 49.

NO CHANGE

ARTICLE 50.

SEE: NATIONAL AGREEMENT

ARTICLE 51.

Section 2.

New Year's 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 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-guar-anteed 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.

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.

ARTICLE 52.

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 required 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.**

ARTICLE 53.

SEE: NATIONAL AGREEMENT

ARTICLE 54.

NO CHANGE

ARTICLE 55.

NO CHANGE

ARTICLE 56.

NO CHANGE

LETTER OF UNDERSTANDING

This Letter of Understanding entered into during the course of the 2008 NMFA Negotiations (and reaffirmed during the ~~2013-2018~~ **2018-2023** ABF National Master Freight 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.