

WESTERN STATES SUPPLEMENT PART II PICK-UP AND DELIVERY LOCAL CARTAGE AND DOCK WORKERS SUPPLEMENTAL AGREEMENT

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, 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 April 1, ~~2013~~2018, 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.

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 juris- diction 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, ship- ping, 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.

Shortline 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).

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(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.

~~Shuttle d~~Drivers may shall be required to drop a schedule at an end of the line terminal and hook his/her power unit to an outbound schedule and not be in violation of this provision.

ARTICLE 58.

Section 1. Layoff and Recall

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.

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 regular 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.

ARTICLE 59.

NO CHANGE

ARTICLE 60.

Four (4) Hour “Dock” Casuals

Four (4) hour “dock” casuals shall not be started after 8 a.m. for morning shifts, nor earlier than 4 p.m. for evening shifts, and further they shall not be called for less than four (4) hours work. If worked over four (4) hours, a casual shall be guaranteed eight (8) hours. 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.

~~Four (4) Hour “Driving” Casuals~~

The employer may utilize a “driving” 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.

ARTICLE 61.

NO CHANGE

ARTICLE 62.

NO CHANGE

ARTICLE 63.

SEE: NATIONAL AGREEMENT

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 establish a workweek consisting of four (4) ten (10) hour work- days, 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 work- day.
- (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.**

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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.

ARTICLE 65.

NO CHANGE

APPENDIX A.

SEE: NATIONAL AGREEMENT