

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:
April 1, 2003~~08~~ thru March 31, 2008~~13~~
In the following territory:
California, Washington, Oregon, Nevada,
New Mexico, Arizona, Montana, Idaho, Utah,
Colorado and Wyoming.

The
(Company)
hereinafter referred to as the "EMPLOYER"
and

The WESTERN MASTER FREIGHT DIVISION and LOCAL UNION No
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 Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 2003, 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 – *No Change*

ARTICLE 58.

Section 1. Layoff and Recall

(a) - *No Change*

(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 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 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.**

Section 2. Bidding - *No Change*

Section 3. House or Contract Accounts - *No Change*

ARTICLE 59. MEAL PERIOD - *No Change*

ARTICLE 60. GENERAL PROVISIONS

Section 1. Split shifts - *No Change*

Section 2. Sanitary Conditions – *No Change*

Section 3. Wreckers and Tow bar Equipment – *No Change*

Section 4. Definition of a Casual

(a) – *No Change*

(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 (i) **(h)** 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) – *No Change*

(d) – *No Change*

(e) – *No Change*

(f) – *No Change*

(g) – *No Change*

(h) – *No Change*

Section 5. – *No Change*

Section 6. Coffee Breaks – *No Change*

Section 7. Piggy-Back Crew – *No Change*

Section 8. Commission Agents – *No Change*

Section 9. Highway Equipment Used in City Work – *No Change*

Section 10. Seniority Violation – *No Change*

Section 11. Paid-For Time – *No Change*

Section 12. Call-In Guarantee – *No Change*

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.

A Regional Driver Training Program shall be established and in effect for the duration of the 2008-2013 National Master Freight Agreement. Such Driver Training Program shall be administered by a Letter of Understanding between the Union Chairman and the Company Chairman and/or their designees.

Section 14. Work in Other Jurisdictions – *No Change*

Section 15. Emergency Call-Back – *No Change*

Section 16. Jiff-Lock Crew – *No Change*

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.

(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.

Section 18. Outside Carriage and Sub-Hauler – *No Change*

ARTICLE 61. LEASED EQUIPMENT – *No Change*

ARTICLE 62. SPECIALIZED CONTRACTS – *No Change*

ARTICLE 63. RATES OF PAY

Section 1. Wage Rates and Classifications – *No Change*

Section 2. New Hire Rates

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

(a) ~~Effective April 1, 2003, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:~~

(c) - *No Change*

Section 3. Local Cartage & Short-Haul Operations - *No Change*

Section 4. Obnoxious Cargo - *No Change*

Section 5. Rain Gear- *No Change*

Section 6. Triples Premium - *No Change*

ARTICLE 64

Section 1. Work Day and Work Week - *No Change*

Section 2. Overtime Sunday Work - *No Change*

Six Day Operations – *No Change*

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.

~~Prior to drafting any regular employee to work on his seventh (7th) consecutive day, the Company shall exhaust normal casual resources. Casuals so used shall be paid at the applicable rate.~~ **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, and if not filled in this manner, shall then be offered on an early call-in basis; 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 - *No Change*

After 8 and 40 - *No Change*

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 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.

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 - No Change

Section 3. Holiday Week Guarantees - No Change

ARTICLE 65 - No Change

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Denver, Colorado (Local Union 17)

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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 (miles) of the city in which the terminal is located.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

JOINT COUNCIL NO. 42

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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.