

**WESTERN STATES AREA
AGREEMENT**

PART I — COMMON CLAUSES

**For the period
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, hereinafter referred to as the “UNION,”
agree to be bound by the terms and provisions of this Agreement.

This Common Clause Master Supplemental Agreement is supplemental to and becomes a part of
the National Master Freight Agreement hereinafter referred to as the National Agreement for the
period commencing April 1, 2003~~08~~ and shall prevail over the specific terms of that Agreement
only to the extent specifically provided therein.

ARTICLE 40. SCOPE OF AGREEMENT - *No Change*

**ARTICLE 41 . PROBATIONARY EMPLOYEES AND WORK ASSIGNMENTS –
*No Change***

ARTICLE 42. LEAVE OF ABSENCE – *No Change*

ARTICLE 43. SENIORITY - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEE

Section 1. Multi State Committees

(a) The Employer Association in the eleven (11) Western States signatory to this Supplemental Agreement and the Union shall establish permanent joint state labor- management committees.

These Committees shall consist of a Multi-State Committee and a Joint Western Area Committee. The Multi-State Committee shall meet on a regular basis, eight (8) times during each calendar year at times that will be scheduled so as to not conflict with the JWAC Hearings, **unless mutually agreed to be changed by the JWAC Co-Chairman.** ~~which will be scheduled the first full weeks in the months of February, May, August, and November.~~ **The Joint Western Area Hearings shall be scheduled on a quarterly basis during the calendar year which will be scheduled the first full weeks in the months of February, May, August, and November.**

(b) The Multi-State Committee shall at its first meeting formulate Rules of Procedure to govern the conduct of its proceedings. The Multi-State Committee shall have jurisdiction over disputes and grievances involving Local Unions, or the complaints by Local Unions, arising under the National Agreement or Agreements supplemental thereto in the respective areas of each of the Joint Councils as set forth in this Section.

Such grievances shall be heard by panels of three (3) on each side unless the Employer and the Local Union involved and the two (2) Co-Chairmen of the Committee involved mutually agree to a lesser (but equal) number from each side.

Section 2. Joint Western Area Committee - *No Change*

Section 3. Function of Committees - *No Change*

Section 4. Change of Terminals, etc. - *No Change*

Section 5. New Work/New Authority - *No Change*

Section 6. Attendance - *No Change*

Section 7. Examination of Records - *No Change*

ARTICLE 45. GRIEVANCE PROCEDURE - *No Change*

ARTICLE 46 . GENERAL DISCHARGE OR SUSPENSION

Section 1. Cause for Discharge or Suspension

Subject to the provisions of Article 8, of the National Agreement the Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee in writing, and a copy of the same to the Local Union affected; except that no warning notice need be given to an employee before he is suspended or discharged if the cause of such suspension or discharge is (a) Dishonesty; (b) Drunkenness; (c) ~~Recklessness resulting in~~ A serious accident while on duty; (d) The carrying of unauthorized passengers; (e) Unprovoked physical assault on an employee or customer; (f) Selling, transporting or use of illegal narcotics and/or controlled substances while on duty; (g) Willful, wanton or malicious damage to the Employer's property; (h) proven negligence resulting in serious equipment damage while on duty; (i) For the specific reasons provided under Article 35, Sec. 3 and 4, and Article 16, of the National Freight Agreement.

Section 2. Warning Notices

(a) A warning notice shall not remain in effect for a period of more than nine (9) months from the date of occurrence, which gave rise to such warning notice. Warning notices, to be considered as valid, must be issued within ten (10) days exclusive of Saturday, Sunday and holidays after the occurrence of the violation claimed by the Employer in such warning notice. Warning letters shall be specific, not general, in nature as to alleged violation (i.e., time, date, place, and nature of violation).

Discharge or Suspension

(b) 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 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.

When an employee is suspended, or where a discharged employee is returned to work by decision of any grievance committee, the Employer shall pay the applicable Health and Welfare contributions so that there is no break in coverage. Pension contributions shall not be required on any hours for which the employee did not receive compensation under a decision rendered by any grievance committee.

The Multi State Committee or the Joint Western Area Committee shall have the authority in its hearing process to accept or reject any or all arguments pertaining to the issues in each case, including but not limited to timeliness, whether or not proper before the Committee, etc., and further, to order full, partial, or no compensation for time lost.

Section 3. Protest Procedure - *No Change*

Section 4. Transportation Home - *No Change*

Add NEW Section:

Section 5. Reasonable Direct Order

~~This “Letter of Understanding” entered into by and between The IBT Western Region Freight Division, on behalf of those Local Unions signatory to the WSA NMFA Supplemental Agreements and Western Motor Carriers, Inc. on behalf of its Employer members signatory to the WSA NMFA Supplemental Agreements, is for the purpose of reaffirming and setting forth in writing the procedures to be followed in cases~~

Where a reasonable direct order is given to an employee and the order does not place the employee in an unsafe work condition and the employee refuse such order.

The employee shall be advised that failure to follow the order may result in his being considered as having voluntarily terminated his/her employment and being removed from the seniority list.

If the employee continues to refuse to follow the order he/she shall be issued a written warning letter advising that continued refusal shall be considered as a voluntary termination and removal from the seniority list and shall further be advised he/she is given a fifteen minute “cooling off” period to discuss this issue with his Union Representative, and if a representative is not available another bargaining unit employee who is available. At the conclusion of this cooling off period if the employee continues to refuse the direct order he/she shall be considered as having voluntarily terminated his/her employment and their name shall be removed from the seniority list.

Add NEW Section:

Section 6.

The collective bargaining parties recognize and mutually agree that the violations for which an employee may be suspended or discharged without receipt of a previous warning letter as set forth in article 46 section 1, (a) through (i) are not all inclusive of every violation that may not require the issuance of a warning letter.

Therefore, in the event of a violation that is factually proven to have occurred and that is clearly of equal seriousness to those set forth in (a) through (i) of Article 46 Section 1, the employee may be subject to suspension or discharge without receipt of a previous warning letter.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES

Section 1. Examinations - *No Change*

Section 2. - *No Change*

Section 3. Identification

Should the Employer find it necessary to require employees to carry or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer.

Driver's licenses shall not be considered as identification for the purposes of this section.

No employee will be required to have their driver's license reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that requires such identification to enter the facility.

Any language adopted by the National Negotiating Committee that further protects employees from identity theft will also apply to this issue.

ARTICLE 48. PAY PERIOD - *No Change*

ARTICLE 49. FUNERAL LEAVE

In the event of a death in the family, a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral, subject to the following provisions:

(a) The relatives designated shall include father, mother, wife, husband, brother, sister, daughter, son, brothers and sisters having one parent in common; and those relationships generally called "step," providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

(b) To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend the funeral.

(c) Pay for compensable funeral leave shall be for eight (8) hours at the straight-time hourly rate.

(d) Funeral leave is not compensable when the employee is on leave of absence, vacation, and bona fide layoff or for days falling outside the employee's regular workweek.

(e) When it is necessary to travel in excess of 350 miles to attend a qualifying funeral, the day following the funeral may be included as one (1) of the three (3) days paid funeral leave and in addition the employee is eligible for one (1) additional day of non paid leave.

ARTICLE 50. VACATIONS

Section 1.

Employees covered by this Agreement who have completed one (1) year of service shall receive one (1) week of vacation with pay.

Employees who have completed two (2) years of service shall receive two (2) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the seventh (7th) year of employment.

Employees who have completed eight (8) years of service shall receive three (3) weeks vacation with pay. A like vacation shall be given upon completion of each year of service through the fourteenth (14th) year of employment.

Employees who have completed fifteen (15) years of service shall receive four (4) weeks vacation with pay for the 15th year. A like vacation shall be given upon completion of each year of service through the nineteenth (19th) year of employment.

Employees who have completed twenty (20) years of service shall receive five (5) weeks vacation with pay for the 20th year. A like vacation shall be given upon completion of each year of service through the twenty-ninth (29th) year of employment.

~~Effective January 1, 2004,~~ Employees who have completed thirty (30) years of service shall receive six (6) weeks vacation with pay for the 30th year and each year of employment thereafter.

Section 2. Computation of Vacation Pay - *No Change*

Section 3. Pro-rata Vacations - *No Change*

Section 4. General Provisions - *No Change*

Section 5. Vacation Schedule

Past practice shall prevail both as to the time of taking vacations and the number of employees entitled to be off on vacation at any time provided, however, that a minimum of 10% of each seniority list shall be permitted to go on vacation each week. ~~between May 1st and October 1st each year.~~

Vacation schedules shall be posted for the purpose of vacation selection, by seniority, for the period of February 1st thru March 15th of each year, or by mutual agreement.

Employees shall be allowed to split earned vacation in full week increments, other than as herein provided, and the number of times an employee is allowed to split vacation time shall be restricted only by the amount of vacation the employee has accrued. In the event an employee elects to split accrued vacation, such employee shall not be allowed to exercise seniority for selection of vacation time beyond his first choice until such time as all other affected employees have had the opportunity to select their first choice and continuing in this manner until all split vacations have been selected, unless otherwise mutually agreed to. In addition employees may elect to schedule up to two (2) weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following:

(a) Employee must notify Employer at the time of the annual bid of his/her election to schedule either one (1) week or two (2) weeks of accrued vacation in incremental days.

(b) Employee must notify Employer prior to the date the employee elects to schedule the first day of such vacation in accordance with established Employer policies for receiving vacation pay on the payday prior to the start of a scheduled incremental vacation. Vacation payment for incremental vacation days shall be paid in full weekly amounts for each scheduled incremental week, unless otherwise mutually agreed to. The scheduling of the remaining days of this weeks accrued vacation shall be in accordance with established vacation scheduling procedures. The scheduling of incremental days shall be subject to the number of employees requesting such time off, including the number of employees who had previously scheduled a Personal Holiday. Granting of incremental vacation days shall be on a seniority basis and the number of employees allowed to schedule incremental days shall not be unreasonable.

(c) Where applicable, a guaranteed employee shall **not** break his/her forty (40) hour guarantee during any week the employee schedules vacation under this provision. ~~and such employee shall not be eligible to claim premium day work on the sixth or seventh day of that work week but shall be allowed to work such days behind premium day employees and ahead of supplemental casuals at the regular straight time rate of pay.~~

Section 6. - No Change

Section 7. Absence Due to Illness or Injury - No Change

Section 8. Paid Time Off Bank

~~Subject to the terms and conditions of the Paid Time off Bank "Letter of Understanding", effective April 1, 2003, two (2) weeks of day at a time vacation (one (1) week for those who do not qualify for two (2) weeks), 2 Personal Holidays, Employees Birthday, Employee Anniversary and five (5) days of sick leave shall be credited to each individual employee in a Paid Time Off Bank.~~

~~At each individual employee's option, these days may be scheduled as paid holiday time off, day at a time paid vacation time off or as unused paid sick leave, or long term disability pay. When electing to schedule either of the 2 Personal Holidays, Employees Birthday, Employees Anniversary or day at a time vacation the employee must give the Employer not less than seven (7) calendar days advance notice of the day being requested and the Employer may not deny~~

~~such request in an arbitrary or capricious manner, provided however, where approval of such requests would result in an excessive number of employees being scheduled off at the same time such request may be denied.~~

~~In the alternative, employees may bank these days, in either whole or part, from one contract year to the following contract year and continue to do so through the expiration of the Labor Agreement or cash out, either in whole or in part, banked days at the expiration of each contract year. When days are banked from one contract year to the following contract year, such days may not be used as scheduled time off but may be used as paid for time in the event of long term disability. Banked days that are cashed out shall be paid for at the rate of pay that was in effect at the time such days were banked.~~

~~Effective April 1, 2003 employees who receive one thousand nine hundred and eighty (1,980) hours of compensation shall have one additional paid time off day added to their paid time off bank and that day may be scheduled as a paid holiday as set forth above or banked from one contract year to the following contract year(s). This provision shall have application each year of the Labor Agreement.~~

All employees with monies in the Paid Time Off Bank shall be paid the entire balance within thirty (30) days of ratification of the Agreement.

ARTICLE 51. HOLIDAYS

Section 1. - *No Change*

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 Holiday (see Note)

~~Effective 4-1-04, one (1) additional Personal Holiday will be granted to those employees who are participating in the Paid Time Off Bank. (See Letter of Understanding)~~

Section 3. - *No Change*

Section 4. - *No Change*

Section 5. Holiday Pay during Absence from Work - *No Change*

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-guaranteed 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 third (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**, ~~and~~ 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 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.

Note: Personal Holiday

The following rules are applicable to the paid Personal Holiday day:

(a) An employee may choose any day of his preference for his Personal holiday by giving the Employer at least **seven (7)** ~~15~~ calendar days written notice prior to the day chosen.

(b) The Employer will grant the employee the day of his choice as his Personal Holiday, unless an excessive number of employees have chosen the same day and granting all the requests would effect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date. This provision shall also be applicable to the scheduling of back-to-back individual holidays by line drivers as provided herein above.

(c) Personal holiday(s) not used by March 31 of any contract year will be paid the applicable hourly rate in existence on that date. Payment of unused personal holidays will be paid in the same manner as payment of unused sick leave.

ARTICLE 52. HEALTH AND WELFARE

Section 1. Employer Contributions

Each Employer shall make monthly contributions to the Health and Welfare Trust as provided in this section.

(a) Regular employees - and preferential **over-the-road casuals** - for each regular active employee and each **over-the-road** preferential casual **employee** who received ~~sixty (60)~~ **one-hundred (100)** hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month, **shall be eligible to have a contribution paid on their behalf and shall be entitled to the benefits provided by the Trust Summary Plan Description subject to the provisions of (1) and (2) below. Employees who receive less than one-hundred (100) hours of compensation, but at least sixty (60) hours of compensation shall be eligible for major medical benefits as set forth in the Summary Plan Description.**

Note: Preferential Casuals only applies to the Over-The-Road Supplement.

(b) Benefit Eligibility

(1) Effective April 1, 2003, regular employees hired prior to 4-1- 2003 shall be eligible for benefits in the second month following the month in which the employee had a contribution paid on his/her behalf. As an example; Employer contributions paid in April will determine eligibility in June and contributions paid in May will determine eligibility in July and continuing in this manner thereafter. This method of determining eligibility for benefits will establish a two (2) month lag period for eligibility purposes only and will not result in a lag or interruption of benefit entitlement.

(2) Effective April 1, 2003, regular employees hired after 4-1-2003 shall be eligible for benefits in the month following the second month in which contributions were paid on his/her behalf and shall continue in this manner thereafter as described in (1) above. This method of determining eligibility will establish a two (2) month lag period for eligibility purposes only.

WESTERN TEAMSTERS WELFARE TRUST H & W CONTRIBUTIONS

(a) Regular Employees **and Over-The-Road Preferential Casual Employees**

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

	Per Hour	Per Month
Effective April 1, 2003	\$4.52	\$ 781.69
Effective August 1, 2003		
Effective August 1, 2004		
Effective August 1, 2005		
Effective August 1, 2006		
Effective August 1, 2007		

(b) Casual Employees and ~~Over The Road preferential casual~~ **Regular employees who receive less than one hundred (100) hours of compensation but at least sixty (60) hours of compensation will be entitled to Major Medical Benefits only as described in the Summary Plan Description.**

Effective April 1, 2003	\$17.20 per tour of duty
Effective August 1, 2003	\$19.20 per tour of duty
Effective August 1, 2004	
Effective August 1, 2005	
Effective August 1, 2006	
Effective August 1, 2007	<u>\$ _____ Per Month</u>

Contributions for casuals used on a four (4) or five (5) hour basis shall be paid at one-half (1/2) the amount of the above daily rate.

VEBA CONTRIBUTIONS

Regular Employees:

	Per Hour	Per Month
Effective August 1, 2003	\$.25	\$43.25
Effective August 1, 2004		
Effective August 1, 2005		
Effective August 1, 2006		
Effective August 1, 2007		

Casual Employees

Contributions provided herein may be adjusted annually at the direction of the Negotiating Committee.

(c) Probationary Employees: An Employer is required to pay the required health and welfare contributions on any new employee who has served the thirty (30) day probationary period for any Employer subject to the National Master Freight Agreement. All such contribution shall be paid by the tenth (10th) of each month to the appropriate administrative office as directed by the Health and Welfare Trust, subject to the provisions of Section 8, herein.

(d) The Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

Section 2. Eligibility and Benefits - *No Change*

Section 3. Voluntary Employee Benefit Association (VEBA) - *No Change*

Section 4. Delinquent Contributions - *No Change*

Section 5. Payments during Periods of Absence - *No Change*

Section 6. Deductions from Rentals - *No Change*

Section 7. Disputes - *No Change*

Section 8. Changes in the Health and Welfare Program - *No Change*

Section 9. Payroll Audits - *No Change*

ARTICLE 53. PENSION

Section 1. Employer Contributions

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

The Employer agrees to remit these monies to the appropriate area administrative office by the date designated by that office, and monies received after that date shall be considered delinquent. Effective ~~April 1, 2003~~ **September 1, 2007** based on ~~April 2003~~ **August 2007** employment each Employer signatory to this Agreement shall contribute to the Western Conference of Teamsters Pension Trust for each regular and casual employee covered by this Agreement ~~four dollars and sixty three cents (\$4.63)~~ **on behalf of all hourly paid employees and eleven (11) hours per day on behalf of all mileage paid line drivers dispatched on a turnaround basis and eleven (11) hours per day for each day a driver is**

dispatched on a layover dispatch and twelve (12) hours a day on behalf of each sleeper driver during each (24) hour period covering a sleeper dispatch and all time in excess of twenty four (24) hour periods, contributions shall be made on a prorated basis.

Contributions shall be remitted on the first two thousand eighty (2,080) hours of compensation earned during a calendar year.

The Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

The above contribution shall be allocated as follows: (1) ~~three dollars and ninety seven cents (\$3.97)~~ to basic Plan of Benefits, and (2) ~~sixty six cents (\$.66)~~ to the Program for Enhanced Early Retirement (PEER/80).

The contribution hourly rate to the Basic Plan of Benefits may be increased annually at the direction of the Negotiating Committee. In such event the contribution to the Peer will be increased so that the Peer contribution equals 16.5% (rounded to the nearest cent).

The contributions required to provide the Program for Enhanced Early Retirement Program are not taken into consideration for benefits accrual purposes under the basic plan. If the bargaining unit ceased participation in the program for Enhanced Early Retirement such bargaining unit will be ineligible to participate in the basic plan.

Section 2. Disputes - *No Change*

Section 3. Payments during Periods of Absence - *No Change*

Section 4. Deductions from Rentals - *No Change*

Section 5. Acceptance of Trust - *No Change*

Section 6. Delinquent Contributions - *No Change*

Section 7. Audits - *No Change*

Section 8. - *No Change*

ARTICLE 54.

Section 1. Teamsters Supplemental Benefit Trust Fund

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Supplemental Benefit Trust Fund on behalf of all regular, probationary, and casual employees at the rate of ~~fifteen cents (\$.15)~~ per hour for each compensable hour **on behalf of all hourly paid employees and eleven (11) hours per day on behalf of all mileage paid line drivers dispatched on a turn around basis and eleven (11) hours per day for each day a driver is dispatched on a layover dispatch and twelve (12) hours a day on behalf of each sleeper driver during each (24) hour period covering a sleeper dispatch and all time in excess of twenty four (24) hour periods, contributions shall be made on a prorated basis.** (including paid vacations on the basis of forty (40) hours per week, of vacation, paid holidays, and used sick leave) not to exceed one hundred eighty (180) hours per month with a maximum of two thousand eighty (2080) hours per year; the Employer shall have no obligation to remit contributions on behalf of any employee based on compensation an employee receives in the form of a cash out of accrued benefits that are paid after the date the employee terminates his/her employment for any reason.

Section 2. Payments during Periods of Absence - *No Change*

Section 3. - *No Change*

Section 4. Acceptance of Trust - *No Change*

Section 5. Delinquent Contributions - *No Change*

Section 6. Audits - *No Change*

Section 7. - *No Change*

ARTICLE 55. COMPANY RULES - *No Change*

ARTICLE 56. TERMINATION CLAUSE - *No Change*

Add NEW Letter of Understanding:

LETTER OF UNDERSTANDING

This Letter of Understanding entered into during the course of the 2007 NMFA 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.