

**JOINT COUNCIL NO. 7  
BAY AREA**

**ARKANSAS BEST FREIGHT, INC**

**LOCAL PICKUP AND  
DELIVERY  
SUPPLEMENTAL  
AGREEMENT**

**Covering Locals  
70, 287, 315, 665  
890, 912, 2785**

**For The Period of  
April 1, 2013 through March 31, 2018**



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# **JOINT COUNCIL NO. 7 BAY AREA LOCAL PICKUP AND DELIVERY SUPPLEMENTAL AGREEMENT**

## **PREAMBLE**

This Agreement is supplemental to and becomes a part of the ABF Freight System, Inc.\_ National Master Freight Agreement and is entered into by Joint Council No. 7 Bay Area for and in behalf of LOCAL UNIONS 70, 287, 315, 665, 890, 912 and 2785 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and the undersigned ASSOCIATION on behalf of all their members who employ persons within the jurisdiction of the aforementioned Unions performing work covered by this Agreement and who have heretofore been party to or covered by a local drayage and pickup and delivery agreement with any of the aforementioned Local Unions expiring on March 31, 2013 with the exception of the Trucking Management Inc. who enters into this Agreement on behalf of their members who have given power of attorney to said Association, to act as their collective bargaining agent; it being understood and agreed that this in no manner prejudices the position of the Unions that those Employers members of the Association who have not given such power of attorney to the Association and who have heretofore been party to or covered by a local drayage and pickup and delivery agreement with any of the aforementioned Local Unions are part of this single employer bargaining unit. This Agreement shall be applicable to all work performed within the scope of this Agreement under the classifications defined and set forth herein. This Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the Master Agreement for the period commencing April 1, 2013, 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 40. HIRING PROCEDURE**

## **Section 1. License Requirements**

No employee or applicant for employment shall be required to possess a chauffeur's license unless such license be required by law for the type of work actually performed by the employee, which shall be specified by the Employer to the Local Hiring Hall. In any such case, a classification of the chauffeur's license higher than that imposed by law shall not be required.

It will be the Employers responsibility to provide physical examinations and drug screening for all regular seniority employees when those employees require such examinations to perform driving duties for which they are qualified for that employer.

## **Section 2. Exclusive Hiring**

(a) Hiring Hall - Whenever the Employer requires workmen he shall notify the Local Hiring Hall, either in writing or by telephone, stating the location, starting time, and approximate duration of the job, the type of work to be performed, and the number of workmen required. The Employer shall specify whether employment in question will be for a full day or on broken time.

(b) No Hiring Hall - In a Local Union territory in which no Hiring Hall is maintained the following hiring procedures shall apply:

(1) When new or additional employees are needed, the Employer shall notify the Local Union in that area of the number and classification of employees needed and the Local Union shall have reasonable opportunity to refer applicants for vacancies to be filled. In the event that the Local Union has no applicants to refer or applicants referred by the Local Union are not hired the Employer agrees, within twenty-four (24) hours of the date of hiring to notify the Local Union of the name or names of the per sons hired, their addresses, social security numbers and last place of employment.

(2) In hiring to fill vacancies for positions the Employer will give preference to applicants for employment who have had previous

experience in the Local Union area and in the work covered by the classification to be filled.

(3) No employee shall be required to take any form of lie detector test as a condition of employment.

### **Section 3. Hiring Standard**

Upon such receipt of notice, the Local Hiring Hall shall endeavor to furnish the work men requested. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect of Union Membership, policies or requirements. Such selection will be made on the following basis:

(a) The Local Hiring Hall shall maintain a list of all workmen seeking jobs who have been employed on the type of work and in the geographical area covered by the Local Hiring Hall for a period of at least one (1) year, which list shall hereinafter be called "List A." The Local Hiring Hall shall maintain a separate list of all workmen seeking jobs who do not meet that requirement which list shall hereinafter be called "List B", however, any employee transferred by his Employer from one geographic area to another within the jurisdiction of this contract shall maintain "A" status at the hiring hall in the geographic area to which he has been transferred.

(b) Workmen's names shall be entered on said lists in the order in which they notify the Local Hiring Hall of their availability for jobs.

(c) After each workman's name shall be entered a designation corresponding to the type or types of work which the workman is qualified to perform. Each workman, at the time of applying for a job, shall indicate his own qualifications, and such indication shall be conclusive unless an Employer to whom such workman is dispatched reports to the Local Hiring Hall that in his opinion the workman is not qualified. In such event the workman shall be required to take an objective examination given by the Hiring Hall Committee, and if he fails such examination he shall not be entitled

to preference on the type of work involved until he passes such examination at a regular time set therefore.

(d) In dispatching workmen, preference shall be given to workmen on List A. Within each list, preference shall be given to those whose designations correspond to the type of work involved, in the order in which their names appear on the list. If there are not sufficient workmen on List A, whose designations correspond to the type of work involved, preference shall be given to other workmen on said list in the order in which their names appear, and the same procedure shall be followed with List B should the names on list A be exhausted. The dispatcher need not dispatch a workman next in order if such workman is, because of obvious physical incapability, unable to perform the work involved.

(e) The Employer may call for a workman by name only,

(1) if the workman is registered on the A List in the Hiring Hall in the area in which he is to be employed. Employers may call for a workman by name from the B list when the A List is exhausted, and

(2) if the workman requested has worked for the Employer during the last six (6) months, and

(3) if the Employer request is limited to the actual number of workers needed. However, in no event may more than seventy five percent (75%) of workers be called by name on a daily basis as provided in this section. If any such worker is not available, the worker dispatched in his place shall come from the list as provided in (d) above.

#### **Section 4. Referral**

For each workman dispatched, the Local Hiring Hall shall send to the Employer, with the workman or by mail, a written referral slip. The Employer shall have the right to reject any job applicant referred by the Local Hiring Hall, provided that he shall in no way discriminate against any person in order to prevent such person from gaining seniority.

Do not send letters shall remain in effect for a maximum period of six (6) months. Thereafter, a hall casual will be subject to dispatch to the Employer who originated the do not send letter. Such time restriction on do not send letters shall not apply if the do not send letter was originated for a major dischargeable offense. Do not send letters must be issued within ten (10) working days, excluding Saturdays, Sundays and Holidays from the last day an individual worked in order to be valid.

## **Section 5. Notification**

(a) Casual Employees - For casual employees who work on broken time or day to day basis for various employers, the Local Hiring Hall shall immediately supply such help to the Employer upon notice by the Employer that such casual employees are needed. In the event casual helpers, dockworkers or qualified drivers are not available, the Union will give the Employer as much advance notice as possible that the hall is unable to fill the Employers job request. In any event such notice will be prior to scheduled starting time. In the event such casual help is not immediately available or the Local Hiring Hall is closed, the Employer may then hire such casual workers from any other available source.

The Employer shall hire all casual or extra help in accordance with the terms of the hiring procedure outlined in the Local Union territorial jurisdiction where the work is performed. However, where there is a heavy demand for casual or extra helpers in areas where loading and unloading is done, such casual or extra helpers may be permanently assigned to such areas.

(b) Regular Employees - If the Local Hiring Hall is unable to furnish qualified regular workmen within forty-eight (48) hours after an Employer calls for them, the Employer shall be free to procure the workmen from any other source. In such event, the Employer shall, within twenty-four (24) hours of the time of hiring, notify in writing, the Local Union maintaining the hiring hall in that area, of the name, address, social security number, and place of last employment of any workmen so hired.

## **Section 6. Hiring Hall Committee**

There shall be established a Hiring Hall Committee, for the Local Unions in Joint Council 7, parties to this Agreement composed of three (3) Union representatives and three (3) Employer representatives, which shall have the power to make and promulgate rules and regulations for the operation of the hiring halls which are not inconsistent with the terms of this Agreement, including rules of procedure for its own operation.

## **Section 7. Appeal and Arbitration**

Any disputes between the Union and an Employer with regard to the operation of the hiring hall shall be referred to the Hiring Hall Committee for settlement, and if the Committee is unable to agree, they may be referred by either party to an impartial umpire. Any workman who believes that he has not been referred in accordance with the provisions of this Agreement or with the rules and regulations of the Hiring Hall Committee may appeal to that Committee, and the Committee may, by majority vote, reverse any decision of the Local Hiring Hall with respect to referral. If a workman appeals to the Committee and the Committee does not reverse the decision of the Local Hiring Hall, or if a workman who has been disqualified from preference by failing an examination believes that the examination was administered unfairly or in a discriminatory manner, he may appeal to an impartial umpire selected jointly by the Committee and the workman. If the Committee and the workman are unable to agree on the identity of an impartial umpire, an umpire shall be selected by the Mediation and Conciliation Service of the State of California from among those persons who have had special experience in labor arbitrations. The cost of such umpire, and of the hearings, shall be borne by the Union and/or the workman, in the discretion of the umpire. The umpire's decision shall be final and binding upon all the parties.

## **Section 8. Posting**

The foregoing provisions, together with any rules or regulations promulgated by the Hiring Hall Committee, shall be posted by the Employer and by the Union in all places where notices to employees and applicants for employment are customarily posted, including the bulletin board of the Union.

## **ARTICLE 41. SENIORITY AND LAY-OFFS**

### **Section I. Establishing Seniority**

(a) A casual is an individual who is not on the regular seniority list. A casual may be either a replacement casual or a supplemental casual as hereinafter provided.

(b) Any casual or non-seniority owner-driver used by the Employer for seventy (70) eight (8) hour shifts within six (6) consecutive months shall be placed on a preferential hiring list for future regular employment, and shall be selected for regular employment in the order in which he/she was placed on the preferential hiring list, and he/she shall not be subject to any probationary period. His/Her seniority date will be the date he/she is put on the seniority list. Failure of the Employer to add casuals from the preferential hiring list in this order shall subject the Employer to a runaround claim.

Casual employees on the preferential hiring list shall be offered available extra work in seniority order by classification as among themselves. The Employer shall contact the casual at his/her last known telephone number. In instances where the Employer is unable to reach the casual, the call shall be verified by a bargaining unit member, steward if available. If the casual is not available at home, he/she shall be called at the local Union Hiring Hall, if open, and such calls need not be verified. However, abuse of this procedure will be subject to the Grievance Procedure. Further, casuals on the preferential hiring list shall have access to the Grievance Procedure in the event of disciplinary action. If the casual employee does not meet the Employer's hiring standards and qualifications before being placed on the preferential hiring list or refuses to accept regular employment while on the preferential list, the casual and the Local Union shall be so notified in writing and his/her use as a casual will be discontinued.

(c) When the Employer utilizes supplemental casuals, supplemental cartage drivers (in excess of the number of absent employees) or non-seniority owner-drivers thirty (30) or more days in any three (3) consecutive calendar months, such Employer shall be required to

add one (1) additional regular employee to the seniority roster from the preferential hiring list.

(d) If there is no one on such list, the Employer shall add as provided below:

Once the number of new employees has been determined by the parties, the Employer must initiate the processing of such new hires within thirty (30) days and have added the entire amount within sixty (60) days unless there is an intervening layoff in which case the time period for hiring will be extended until the last employee on layoff is recalled. The balance of the sixty (60) day period then continues effective that date.

(e) A monthly list of all extra (e.g., laid-off) casuals (supplemental or replacement) and/or probationary employees used during the month shall be submitted to the Local Union by the tenth (10th) day of the following month. Such list shall show:

- (1) The employees name, address, and social security number;
- (2) The date worked
- (3) The classification of work performed each date, and the hours worked, and
- (4) The name, if applicable, of the employee replaced.

This list shall be available for inspection by a union representative and/or the job shop steward. Any alleged violation of this Article may be grieved by the Local Union.

(f) When the absence of a particular regular employee is of such a nature that such absence continues beyond three (3) calendar months, a replacement casual shall not thereafter be used to fill such absence.

(g) A regular employee, for the purpose of this Supplemental Agreement, shall be any employee on the regular seniority list as defined by this Supplemental Agreement.



## **Section 2. Application of Seniority**

In a reduction of forces due to a slackness of work on a shift, the last employee hired, who is working on that shift, shall be the first employee laid off. However, such employee shall be eligible to replace a less senior employee on any shift when he has been off work for one regular shift. In no event shall an employee lose more than one day's work if a less senior employee is working. In changing shifts because of the above, a man must have eight (8) hours off before the start of a shift in order to work. In returning, the last employee laid off shall be the first employee rehired until the list of laid off employees is exhausted.

Seniority shall be considered broken by:

- (a) Discharge for just cause
- (b) Resignation
- (c) Sixty (60) consecutive months of unemployment
- (d) Mandatory Retirement. There shall be no contractual mandatory retirement requirement, except as permitted by federal law.

Leave of absence granted by the Employer, or temporary lay-off shall not interrupt the continuity of seniority.

## **Section 3. Notice of Lay-Off or Reassignment**

All employees are to be given written notice or notice posted on a bulletin board of impending lay-off or shift reassignment not later than the end of the last shift worked prior to the commencement of such lay-off or shift reassignment. The time the notice is posted shall be certified by the time clock punch.

The Company shall notify absent employees by verified phone call within a twenty-four (24) hour period on any shift reassignments or lay-off. Such telephone call shall be verified in accordance with the call procedure contained in Article 41, Section 4(a).

## **Section 4. Rehire Procedure**

No Employee shall be laid off under this Article unless the employer has evidence that no work shall be available for such employees the following work day.

In the event of a lay-off in excess of one (1) day, an employee so laid off shall be recalled to duty in accordance with seniority as set forth below:

(a) Re-employment of temporary layoff—An employee so recalled to work shall report at the call of the Employer which shall be by telephone. Such telephone call shall be made to the employee's last known telephone number in the presence of an employee representative or alternate designated by the Union or in their absence, the most senior employee working on the premises. The Employer shall maintain a record of each call. Such record shall be initialed by the bargaining unit employee. If the employee called is not reached for work two (2) hours before the designated starting time at his last known telephone number or at the hiring hall if open, then the next person in line of seniority shall be called. Any employee not available for such temporary employment shall maintain his place on the seniority list and shall be recalled each day for any available employment in accordance with such seniority.

(b) Regular re-employment - An employee so recalled to work shall report at the call of the Employer which shall be communicated by certified letter to the employee's last known address as filed with the Employer and to the Local Union by facsimile mail. The employee shall respond, as soon as possible, advising the Employer of his/her acceptance or rejection of the recall, and if accepted, physically report for duty within 120 hours from receipt of the certified letter, or date of final attempted delivery of the certified letter, exclusive of Saturdays, Sundays, or holidays. If the employee fails to report for duty within 120 hours from receipt of final attempted delivery of certified letter, exclusive of Saturdays, Sundays or holidays, the Employer will advise the employee by certified letter, with a copy to the Local Union, that his/her failure to report has removed him/her from the seniority list, terminating his/her employment. Such notice of removal by certified letter shall be within the time

limits provided in Article 44, Section 5(b) commencing with the date of knowledge by the Employer of the receipt of the certified letter or date of final attempted delivery of the certified letter.

If the laid off employee has notified the Employer in writing that he/she will be away from his/her home address, specifying the exact period of his/her absence, and the reason therefore, and upon receipt of such notice, the Employer will be relieved of any obligation in recalling such employee, during the period specified by the employee. The above requirement fulfills the obligation of the Employer under the provisions of this Agreement. Grievance filings on the above shall be subject to the time limitations set forth in Article 44, Section 5.

(c) The parties agree that the procedure provided in (a) above for rehiring employees for temporary duty shall not be used by any employer to circumvent rehiring such employees for regular employment as provided in (b) above. It is agreed that the procedure provided in (a) shall be utilized exclusively to replace working employees who are temporarily absent or to add temporary employees when the Employer encounters temporary fluctuations in the movement of freight.

(d) Notwithstanding the provisions contained in Article 44, Sections 3 and 4 of the Contract, any grievance involving (c) above and job removal specified in (b) shall be subject to arbitration under the terms of Article 44 and shall be determined by the Permanent Arbitrator under the same procedures as a discharge case.

## **Section 5. Filling All Positions**

In filling all paid positions under this Agreement, employees working in other classifications under the jurisdiction of this Agreement shall be given reasonable trial on the basis of seniority to demonstrate their ability in which to qualify for such positions. However, when an employee at his own request is placed in a lower classification, he shall be paid at the rate of the lower classification.

## **Section 6. Integrated Seniority**

In the event of the sale, transfer, or merger of companies, one or both of which are parties to this Agreement, the employees of the

company or companies party to this Agreement will establish seniority in the new operation by integration based upon the original date of hire recognized by the last employer. Such integration is to apply where the company operations or terminals involved in the sale, transfer, or merger are entirely within the territorial jurisdiction of one (1) Local Union covered by this Agreement.

## **Section 7. Bidding**

(a) All classifications, routes and shifts are to be posted for bid annually on a date mutually agreed to by the Employer and the Union. Additionally the Employer may re-bid one (1) other time during the year and may have additional bids when necessary to meet operational requirements when mutually agreed to by the Employer and the Union. All known vacancies in excess of twenty-eight (28) days are to be posted for bid. Once an employee has established seniority in a classification by bid and is reassigned to a lower classification, he shall continue to be compensated at the higher wage scale if seniority is not observed in his reassignment. However, when an employee at his own request is placed in a lower classification, he shall be paid at the rate of pay of the lower classification.

Classifications to be bid are:

- Doubles
- Hostlers
- Heavy Duty (3 axle or more)
- Forklift
- Light Duty (2 axle)
- Platform

(b) Casuals may be hired for extra work, or for replacing absentees without transferring men from other shifts.

(c) When a permanent job opening occurs on another shift or in another classification, a qualified employee may exercise his seniority to bid such opening.

(d) An employee shall be utilized and protected in his bid position and may be assigned to perform other duties if (1) there is no work

to be presently performed in his bid position or (2) if no other qualified employee is present and available to perform the assigned work. When two routes are combined on the same starting time, the senior route driver shall choose to accept or reject the combined route.

(e) By mutual agreement between the Unions and the Employer, a Teamsters leadperson may be allowed, provided he/ she is paid ten percent (10%) above the applicable rate of pay. The Teamster leadperson agreement may be terminated by either party. It is recognized that certain work may be assigned to the leadperson that is not covered under Article 46. In the event the leadperson position is discontinued, work being performed by the leadperson that is not covered under Article 46 will not become bargaining unit work.

## **Section 8. Seniority List**

The Union shall be entitled to a seniority roster every six (6) months which shall include individual's names and Social Security numbers. A seniority roster without the Social Security numbers shall be posted every six (6) months at the terminal.

## **ARTICLE 42. DISCHARGE OR SUSPENSION**

Any Employee may be discharged or suspended for just cause subject to the provisions and procedures contained in Article 44.

### **Section 1. Audio, Video and Computer Tracking Devices**

The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as dishonesty, theft of time or property, vandalism, or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing, an opportunity to review the evidence used by the Employer.

## **ARTICLE 43. DISCRIMINATION**

### **Section 1. Union Activities**

No employee shall be discharged or discriminated against for union activities or for upholding union principles.

### **Section 2. Non-Disabling Handicap**

At no time while this Contract is in force shall an Employer discharge, suspend, discipline or otherwise deal unjustly with or discriminate against, whether directly or indirectly, any employee solely by reason of his having incurred a non-disabling physical handicap, provided a physician mutually agreed upon certifies in writing that he is physically able to perform his duties.

### **Section 3. Age and Sex**

At no time, while this Agreement is in force, shall an Employer refuse to hire, discharge, suspend, discipline or otherwise deal unjustly with or discriminate against, whether directly or indirectly, any employee or applicant due to such person's age or sex.

### **Section 4. Blacklisting**

The Employer shall not in any way establish, create or become a party to a black list which may have as a purpose prevention or interference with the obtaining of employment by a member of the Union with any Employer or Company.

## **ARTICLE 44. GRIEVANCE PROCEDURE**

### **Section 1A. Initial Handling**

Any grievance or controversy affecting the mutual relations of the Employer and the Union shall first be taken up between the Local Union and the individual Employer involved. If the matter is not resolved between the individual Employer and the Local Union within five (5) days, excluding Saturdays, Sundays and Holidays, after first being taken up, it shall be reduced to writing by the grieving party; copies shall be sent to the other party to the case and to his collective bargaining representative, and the case shall be

referred to the Joint Council 7 Bay Area/TMI\_Labor Management Committee and put on the agenda for its next regular meeting.

The Joint Council 7 Bay Area / TMI Labor Management Committee may, by mutual agreement in its Rules of Procedure, establish methods of assessing and collecting fees for the processing of cases filed with that Committee for hearing. Such monies shall be used to defray Committee meeting expenses.

### **Section 1B. Time Limitation**

(Except as provided in Article 44, Section 5.)

All grievances, claims and disputes shall be submitted to the Joint Labor-Management Committee in writing within forty five (45) days of the occurrence of the matter upon which the grievance, claim or dispute is based. Any such grievance, claim or dispute not submitted within such time shall be waived unless the Joint Committee by majority vote for good cause accepts such submission, or unless either party has intentionally concealed the facts upon which the grievance, claim or dispute is based.

All monetary grievances that have been resolved either by decision or through settlement shall be paid within twenty-one (21) calendar days of formal notification of the decision or date of settlement.

If an Employer fails to pay a monetary grievance in accordance with this section, the Employer shall pay as liquidated damages to each affected grievant eight (8) hours straight time pay for each day the Employer delays payment, commencing the date the grievant(s) notified the Employer of such non-payment.

### **Section 2 Joint Council 7 Bay Area/ TMI Labor Management Committee**

There shall be a Joint Council 7 Bay Area/ TMI Labor Management Committee composed of five (5) representatives and five (5) alternates selected by the Union and five (5) representatives and five (5) alternates selected by the Employer Association party to this Agreement. An alternate, or alternates, shall serve in the event regular Committee members are not available. The Committee shall

formulate such rules of procedure, consistent with this Agreement as it may deem advisable and such rules of procedure will be made known to all the Parties under this Agreement.

The Union members of the Committee and the Employer Association members of the Committee shall select a secretary(s) to act as the Joint Secretary(s) for the Committee. Regular meetings of the Committee shall be held bi-monthly to pass upon matters referred to it.

However, the Union and Employer Co-Chairmen may, by mutual agreement, cancel grievance hearings or they may schedule additional hearing days as they deem necessary.

Two (2) representatives from the Union and two (2) representatives from the Employer shall constitute a quorum necessary for the Committee to act upon any case, unless the Employer, Local Union and the two Co-Chairmen mutually agree to a lesser (but equal) number from each side.

In voting upon any matter, the Employer's panel of the Committee and the Union's panel of the Committee shall have an equal number of votes regardless of the actual number present on the respective panel. Except for reasons to be agreed upon by the Committee on its Rules of Procedure, or unless it has been mutually agreed between the parties to a case that the Labor-Management Committee hearing be postponed:

(1) Failure of the Employer's panel of the Committee or failure of the Union's panel of the Committee to have at least two (2) qualified Committee members or alternates in attendance at a Committee meeting shall result in a default decision against the party failing to have the minimum panel present. If both parties lack a minimum Panel, the case shall be postponed until the next meeting of the committee.

(2) Upon failure of either party to have a representative present at the time its case(s) is to be heard, the committee shall hear the case and render a decision.



(3) Should both the Union and the Employer fail to have two (2) qualified Committee members, or alternates, present and/or should both parties to the case fail to be present or present the case, as described in this section, the case or cases involved will be removed from the Committee's agenda but shall be subject to resubmission in writing, without prejudice, to the Committee by the grieving party.

No Committee member or alternate who is an official or an employee of the Employer party to the case or Union representative of the Local Union party to the case shall serve on the Committee for that particular case being decided by the Committee. In such circumstances the Committee member or alternate shall be replaced by another member or alternate for the hearing of that case.

A majority decision by the Joint Council 7 Bay Area /TMI Labor Management Committee shall be final and binding upon all parties to the case.

### **Section 3. Deadlocked Matters**

If the Committee reaches a deadlock on any case other than those involving suspension or discharge, the matter shall be submitted to the Joint Western Area Committee in accordance with the procedures there provided.

(a) There shall be a minimum charge of Seventy Dollars (\$70.00) for each case (except Change of Operations Cases) in which evidence is presented to the Joint Western Area Committee. The losing party to such disputed case shall be required to pay the charge. In the event of a deadlock, each party shall pay one half the charge.

(b) In Change of Operations cases the charge for the initial hearing shall be paid by the Employer in an amount to be determined by the Co-Chairmen of the Change of Operations Committee on a case-by-case basis depending upon the number of Local Unions involved and the length of the hearing. Such amounts shall not be less than the amounts provided in Section 3(a) above. In cases involving a clarification of a previous change of operations decision, the party or parties filing the clarification shall pay the charge in the amount set forth in Section 3(a) above.

(c) The Co-Chairmen of the Joint Western Area Committee shall determine the allocation of the charges to the parties in those instances where the decision in a particular case indicates that the assessment of charges should be made against both parties.

(d) The charges shall be payable to the Committee and such funds shall be expended solely by the Committee to defray the cost of carrying out its functions. In the event the fees herein are inadequate to defray the costs of operation of the J.W.A.C., the Negotiating Committee may agree on a revised fee schedule.

#### **Section 4. Use of an Impartial Arbitrator**

Except as stated in Sections 3 and 5, all cases on which the Committee reaches a deadlock may be submitted to an impartial arbitrator for a decision only if a majority of the Committee so decides. Otherwise, either party shall be permitted all legal or economic recourse including strike or lockout action. In the event the Committee by a majority action decides to refer a matter to arbitration or in the event the moving party desires arbitration on any case pertaining to discharge, the arbitrator shall be selected as provided in Section 6 below.

#### **Section 5. Handling of Discharges or Suspensions**

Any case pertaining to a discharge or suspension shall be handled as follows:

(a) In all cases except theft, proven intoxication, the carrying of unauthorized passengers, unprovoked physical assault on an employee or customer while on duty, selling, transporting or use of illegal narcotics and/or controlled substances while on duty, proven sexual harassment, proven gross insubordination, an employee to be discharge shall allowed to remain on the job without loss of pay unless and until the discharge is sustained under the grievance procedure. In suspension cases, the employee shall be allowed to remain on the job unless and until the suspension is sustained under the grievance machinery. In discharge cases that involve an employee who is involved in a preventable vehicular accident that results in the hospitalization of one (1) of the parties involved or in the death of one (1) of the parties involved, that employee will be

removed from his bid and be allowed to work on the dock behind regular employees but ahead of casual employees until his/her discharge is adjudicated in the grievance procedure.

(b) Within five (5) days, excluding Saturdays, Sundays and holidays, of the occurrence of the alleged cause for discharge or suspension, the Employer shall give written notice by certified mail to the employee and the Local Union its decision to discharge or suspend the employee and such notice shall set forth the reason or reasons for the discharge or suspension. If the individual Employer fails to give such notice within the specified five (5) day period, the right to discharge or suspend for that particular reason shall be waived, but this shall not preclude the Employer from introducing as evidence, should a subsequent discharge or suspension occur, any reason or reasons to substantiate unsatisfactory work performances arising out of circumstances which occurred during the six (6) month period immediately preceding the date of the discharge or suspension notice. However, in order for any such reason to be introduced by the Employer as evidence the Employer must have given specific written notice by certified mail to the employee and to the Local Union of the circumstances giving rise to such reason within ten (10) days of the occurrences of the circumstances. Such written notice may not be submitted for consideration by the Labor-Management Committee except in cases in which the Employer has given the employee a notice of discharge or suspension and such notice shall not be subject to economic action by either the Union or the Employer. If the Local Union does not file with the Joint Secretaries of the Committee a written protest of the individual Employer's action within five (5) days, excluding Saturdays, Sundays and Holidays, from the time of receipt of the Employer's notice, the right to protest such discharge or suspension shall be waived.

(c) Should the Local Union file protest of the intended discharge or suspension with the Joint Secretaries of the Joint Council 7 Bay Area / TMI\_Labor Management Committee within the time period set forth in subsection (b), then the case shall automatically be placed on the agenda of the Committee described in Section 2 above. Discharge and suspension cases referred to the Committee will be placed first on the agenda of the Committee provided that

the Committee shall not hear the case until the five (5) days specified in subsection (b) have elapsed.

(d) If the Committee reaches a deadlock on a discharge or suspension, such deadlocked case shall be placed on the Agenda for the next scheduled hearing by the Permanent Arbitrator. Unless the Joint Secretary(s) is notified jointly by both parties no later than five (5) days prior to the scheduled Arbitration Hearings that their case has been settled withdrawn or postponed all cases on the Agenda will be considered to be scheduled for hearing and the parties will be subject to their proportionate share of the expenses incurred in the Arbitration Hearing(s). The Permanent Arbitrator shall be scheduled to hear cases no less than one day per month. Said Arbitrator shall render his decision and/or award from the bench or no more than ten (10) days from the date of hearing the case. Such decision shall be in writing and shall be final and binding on all parties to the case.

(e) If the Committee reaches a deadlock on a discharge or suspension involving Article 35, Section 3, such deadlocked case shall be submitted to the Joint Western Area Committee in accordance with the procedures there provided.

## **Section 6. Selection of a Permanent Arbitrator**

A Permanent Arbitrator shall be selected by the Co-Chairmen of the Joint Council 7 Bay Area /TMI Labor Management Committee from a list obtained from the San Francisco Office of the Federal Mediation and Conciliation Service and/or other available sources, and shall serve for a period of one (1) year. Such arbitrated services shall be extended for like periods by mutual agreement of the Co-Chairmen of the Committee. In the event of a vacancy or of the unavailability of the Arbitrator, a replacement shall be selected by the Co-Chairmen of the Committee from the approved list by alternately striking the available names.

## **Section 7. Limitation of the Permanent Arbitrator's Authority**

The decision of the Permanent Arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority to

amend, alter or change any provision of this Agreement in any manner. In addition to any Rules of Procedure of the Committee presently in effect or which may be adopted in the future, the Permanent Arbitrator shall be governed by the following provisions:

(1) Presentation of cases shall be made by the Union and the Employer involved, or their authorized representative. Attorneys may be present only to advise their respective parties.

(2) No briefs shall be submitted.

(3) There will be no transcripts unless mutually agreed to by the Union and the Employer.

(4) The Permanent Arbitrator shall render his decision upon the conclusion of the case, unless the time is extended by mutual agreement of the parties, or at the request of the Permanent Arbitrator. Under no circumstances shall such extended period be in excess of ten (10) days, as specified in Section 5(d).

(5) The Permanent Arbitrator shall submit to the parties a condensed written opinion on each award rendered within ten (10) days thereafter.

The Permanent Arbitrator shall not render an expanded opinion in any case, unless mutually requested by the parties.

## **Section 8. The Compensation of the Permanent Arbitrator**

The Joint Council 7 Bay Area /TMI Labor Management Committee shall in their Rules of Procedure, determine the compensation of the Permanent Arbitrator, and the method of handling all expenses incurred in the Arbitration, except for those individual expenses which the Employer or the Union may incur for the purpose of putting on their case.

## **ARTICLE 45. LEAVE OF ABSENCE**

### **Section 1. Approved Leave**

Any employee desiring leave of absence from his employment shall

state his reasons in writing and shall secure written permission from both the Local Union and the Employer. Except as otherwise provided in this Article, the maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Written permission for such extended periods shall be secured from both the Union and the Employer. The first approved leave of absence plus approved extended leaves of absence shall not exceed a maximum time period of six (6) months.

Any employee who falsifies his application for leave of absence or who engages in gainful employment in the same industry during such leave shall lose his seniority status. Leaves of five (5) days or less do not require Union approval.

An employee who is unable to work because of sickness or injury shall be deemed to be on leave of absence. Such leave shall not exceed five (5) years, unless extended by written consent of the Union and the Employer, provided however inability to work for any period because of on-the-job injury shall not result in the loss of seniority rights. The refusal by either party to give consent for extended leaves beyond five years in all cases besides the above mentioned industrial shall not be a violation of this Agreement nor be subject to the grievance procedure.

A leave of absence as provided shall not result in the loss of seniority rights. However, taking time off without complying with the provisions of this article may subject an employee to discipline in accordance with the collective bargaining agreement. Leaves of absence of thirty (30) days not to exceed three (3) months per year shall be granted upon request for the caring of dependent spouse, parent, or child. If the leave of absence is taken after qualifying for health and welfare benefits and/ or qualifying upon return, the employee shall pay a prorated portion of such health and welfare.

## **Section 2. Effect on Vacation - Holidays**

All regular employees off the job due to illness or injury shall accumulate vacation rights and holiday pay beginning with the first day of absence and continuing for the duration of that month and thirty (30) days thereafter. In cases involving industrial accidents, vaca-

tion rights shall accumulate beginning with the first day of absence and continuing for the duration of that month and sixty (60) days thereafter, holidays shall accumulate for six (6) months subject to the following guidelines.

The thirteen (13) day qualification contained in the vacation and holiday clauses of this Supplement shall not apply to the month the employee returns from leave of absence due to industrial or non-industrial illness or injury if (a) such month is within the time period set forth above and (b) due to such absence, there are not sufficient working days available to the employee to enable him to qualify. However, the Employer may require written medical proof from employees off due to non-industrial injury or illness regarding vacation or holiday credit.

### **Section 3. Health and Welfare When on Leave**

The employee may if he desires to continue coverage make suitable arrangements for continuation of health and welfare payments consistent with the health and welfare policy before the leave is approved by both the Union and the Employer.

### **Section 4. Voting Time**

All employees who find it impossible to vote in a general or special election on their own time shall be allowed reasonable time off to vote without loss of pay after first applying to the Employer and the Union and substantiating inconvenience and voting registration.

### **Section 5. Leaves of Absence for Union Activities**

Any member of the Union elected to or selected for office or as a delegate for specific Union activities necessitating a leave of absence shall be granted such leave without loss of seniority, subject to qualification.

## **ARTICLE 46. PIGGY-BACK**

(a) There shall be no accident letters for piggy-back unless negligence is proved on the part of the employee.

(b) Rain gear, coveralls, rubber boots, gloves and protective cloth-

ing shall be furnished by the Employer and the expense of the upkeep of the same shall be borne by the Employer.

(c) Any unsafe conditions in loading and unloading of containers and pigs from the rail cars will be corrected immediately.

(d) Only direct representatives of the Employer may give orders to employees covered by this Agreement.

(e) In the loading and unloading of trailers from rail cars there shall be at least two (2) men in the crew at all times.

## **ARTICLE 47. WORK JURISDICTION**

### **Section 1.**

Except as provided in this Article, only persons working under the jurisdiction of the Supplemental Agreement shall:

(a) Drive, load and unload trucks, trailers, vans, or any other type of equipment used in connection with trucks. This also means the movement of any type of freight across the dock at the terminal.

(b) Operate power equipment used in connection with loading and unloading.

(c) Pile freight on pallets, skids or boards.

(d) Be stationed at each end of the Roller operation when using conveyor rollers on any loading platform.

This provision shall not apply when the roller, or any conveyor or extension to which it is attached, continues into the premises away from the loading area.

### **Section 2. Work at Premises of Shippers and Consignees**

(a) Loading or unloading by hand of trucks, trailers, vans, or any other type of equipment used as a truck, trailer or van, shall be per-



formed only by persons employed under this Supplemental Agreement and, in particular, employees of any company not party to this Supplemental Agreement shall not load, unload by hand, or enter any such equipment for that purpose. The only exceptions to this paragraph are:

(1) Delayed process loading or unloading shall be permitted provided the employer notifies the shop steward and local union. Notification to the local union shall be by fax. This exception does not apply to traffic moving under any of the various piggy-back plans. If the employer violates the above requirements, the company shall be liable for pay to the appropriate bargaining unit employees.

(b) The individual Employer party to this Supplemental Agreement shall determine whether or not, in addition to the driver, any extra helpers will be used to perform the aforementioned loading or unloading by hand. Any such extra helper must be hired and employed under this Supplemental Agreement.

Where there is a heavy demand for casual or extra helpers in areas where loading and unloading is done, such casual or extra helpers may be permanently assigned to such areas.

(c) Except as provided in Section (d) hereof, where pallets are used, persons not covered by this Supplemental Agreement may bring the pallet only as far as the lip of the truck; the lip being that part of the truck bed level where freight is loaded or unloaded. Nothing contained herein shall restrict the customer company in using whatever means it selects to bring or take such freight only as far as the lip of truck. Article 16 of the National Master Freight Agreement shall apply to all employees in the case of a movable platform.

(d) Loading or unloading with mechanical equipment onto or into trucks, trailers, or vans, or equipment used as trucks, trailers, or vans, may be performed by such employees as the Employer and the consignee or shipper may agree.

In no case may hand loading or unloading inside the truck be performed by employees other than those working under the jurisdic-

tion of this Agreement, except as provided in Section 2 (a), (1), of this Article.

(e) When two or more drivers represented by the same Teamsters Local are sent to a shipper or consignee within the confines of that Local's geographical area, each driver may assist in the unloading or loading of the freight.

(f) The Employer cannot send an extra man from one Local Union covered by this Agreement into the jurisdiction of another Joint Council 7 Local Union covered by this Agreement to assist a driver from the first Local Union, but must employ casual help in the local area where the loading or unloading is being performed if such casual help is needed.

Qualified local PUD employees can be utilized to perform a road turn run based on operational needs, hours of service limitations and ability to protect their next local cartage work obligations.

(g) When the operation involves the use of a pallet roller, pallet jack, four-wheel cart, or similar equipment by an employee of the shipper or consignee, the freight shall be loaded into the truck or unloaded off the truck only by employees covered by this Supplemental Agreement.

## **ARTICLE 48. OPERATING REQUIREMENTS**

### **Section 1. Use of Equipment**

No employee shall operate more than one piece of equipment during freight moving operations away from the terminal or platform. For example, a driver sent from the terminal or platform to load or unload the vehicle he drives shall not operate a forklift. Exceptions to this procedure may be made only by mutual agreement between the Employer and the Union.

### **Section 2. Traffic Citations**

No driver shall be required to violate traffic laws or overloading regulations. The Employer shall be responsible for any citations

issued unless there is proven gross negligence on the part of the driver. Citations must be submitted to the Employer within seventy-two (72) hours, and if not the Employer shall not be responsible for same.

### **Section 3. Purchase of Equipment**

No Employer shall sell or transfer directly or indirectly to an employee covered by this Agreement, any truck, tractor, van, trailer or other equipment and no individual presently employed under this Agreement by an Employer shall acquire any proprietary interest in any such equipment.

## **ARTICLE 49. GENERAL PROVISIONS**

### **Section 1. Rest Periods**

All employees shall be allowed to take a break of ten (10) minutes during the first half of any shift and a break of ten (10) minutes during the second half of any shift. Rest periods shall be taken at the same time by employees working the platform on all shifts. An additional ten (10) minute break shall be given beginning at the end of the ninth hour of work for employees continuing to work beyond the ninth (9th) hour. House rule regarding the time for such breaks shall be mutually agreed upon between the Employer and the Secretary or other full-time employee of the union. For example, in a day shift operation the break shall be taken approximately mid-way in the first and second half of the shift.

### **Section 2. Disputed Claims**

All disputed claims for overtime shall be so regulated that no injustice shall be done to the employee or the Employer.

### **Section 3. Money Receipt**

Employees handling money shall account for and remit to the Employer money so collected at completion of the day's work. The Employer shall have personnel available to give the employee a receipt for monies so paid in or the employee will not be held responsible for the money.

## **Section 4. Tarpaulin Handling**

An employee shall receive additional help in placing tarpaulins on vehicles twenty (20) feet and over at the terminals.

## **Section 5. Maintenance of Sanitary Facilities**

The Employer shall maintain hot and cold running water and toilet facilities at the terminal and shall keep the same in a clean and orderly condition in accordance with State laws and regulations. Employees under this Agreement shall not be utilized to accomplish such maintenance.

## **Section 6. Telephone Calls**

All employees shall be reimbursed for money spent for telephone calls involving Company business. Particulars of all phone calls must be itemized and settled with payment by cashier or other authorized office employee no later than the next regular working day.

## **Section 7. Time Clocks**

The Employer shall install time clocks. Such time clocks must be kept accurate. Employees should punch in on such time clocks when they report to work and should punch out when all work is completed. The Employer shall not alter an employee's time card in any manner without clearing the alteration with the employee. The Employer may substitute updated time recording equipment for time cards and time sheets. However, a paper trail shall be maintained.

## **Section 8. Company Meetings**

No employee shall be required to attend a Company meeting on his own time. The Employer shall be required to provide transportation to attend company meetings away from the domicile terminal.

## **Section 9. Inspection Privileges**

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to.

## **Section 10. Physical Examination and Drug Screening**

(a) Any Employer who requests the employee to take a physical examination must bear the cost of said examination and must compensate the employee for time involved in taking the examination.

(b) The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice had been done an employee, have said employee reexamined at the Union's expense.

(c) In the event of disagreement between the doctor selected by the Employer and the doctor selected by the Union, the Employer and the Union doctors shall together select a third doctor within ten (10) days or as soon as reasonably possible, whose opinion shall be final and binding on the Company, the Union, and the employee. The Company nor the Union nor the Employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure. The Local Union and the Employer may agree upon other methods for selection of the third (3rd) doctor.

(d) 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. However, an employee who is required to provide identification shall have the right to exclude home address, social security number, and driver license number from such identification. The cost of such personal identification shall be borne by the Employer.

(e) The current letter of understanding regarding casual drug testing shall apply, subject to modification by the negotiating committee.

## **ARTICLE 50. LEASING AND INDEPENDENT CONTRACTORS**

(a) All regular employees on an Employer's seniority list shall work before any leased equipment with drivers is utilized. For purposes of determining when leased equipment may be utilized, the number of employees to be afforded protection during the term of this agreement shall be determined based upon the day on which the highest number of regular employees were physically worked, on vacation or on paid sick leave during the period from April 1, 1982, to the date of ratification of this agreement. Such number shall be reduced by the number of employees affected by any change of operations which may have occurred subsequent to the aforementioned date. On any day on which the Employer utilizes leased operation in its pickup and delivery operation, all available regular employees (active and laid off) shall be worked or scheduled to work. This restriction shall not apply to the use of outside cartage companies to handle occasional peaks in business or to interline operations as they may otherwise be permissible under the agreement.

(b) For the purpose of protecting the established driver's rate, minimum rental rates for the leasing of equipment owned by employee shall be determined by negotiations between the parties, in each locality, for the equipment used in that locality, subject to approval by Joint State and Area Committees. Equipment rental rates shall be computed only on an hourly, daily or weekly basis. Tonnage methods of payment may be continued or placed in effect provided it produces the minimum cost of operating the equipment in addition to full driver's wages and allowances.

In the event the Company leases equipment from individual owners, then in that event the Company shall pay the driver directly and separately from the lessor of said equipment.

The Employer expressly reserves the right to control the manner, means and details of, and by which, the owner-operator performs his services, as well as the ends to be accomplished.

This Article applies only to city employees owning and operating their own equipment.

## **ARTICLE 51. HEALTH & WELFARE AND PENSION DELINQUENTS**

Notwithstanding anything herein contained, in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health & Welfare or Pension Fund or Funds, required to be paid under this Agreement or any supplement hereto, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Union has given five (5) days written notice, excluding Saturdays, Sundays and Holidays, to the Employer of such delinquency in payments, the employees or the Union shall have the right to take any legal or economic action they see fit against such Employer to collect such delinquent amounts.

Whether or not such action is taken, the Employer shall be liable to the Trustees of the Health and Welfare and Pension Fund or Funds for all delinquent amounts and to the employees for any and all benefits under any health and welfare plan which the employee would have received if the Employer had not been delinquent in the payment of such contributions. The Trustees shall have the right to bring legal action to collect delinquent amounts or the employee shall have the right to bring legal action to obtain payment of such benefits. In any such action, the Employer shall pay (a) court costs and a reasonable attorney's fee or (b) in the case of the collection of delinquent amounts by the Trustees or by their agents, which collection does not require the institution of a lawsuit, the collection cost involved.

## **ARTICLE 52. CASUAL AND EXTRA HELPERS**

A subcommittee consisting of an equal number of representatives of the Employer Association and the Unions may be convened to discuss problems in the employment of casual and extra helpers and to establish rules and regulations covering such employment if either party makes such a request. The Unions shall have the option of referring to the grievance procedure for settlement of any issues that the subcommittee cannot settle on the use of casuals.

# ARTICLE 53. HOURLY RATES, STARTING TIME-SHIFTS OVERTIME, SHIFT DIFFERENTIALS, WORKING HOURS, HEALTH AND WELFARE, AND SPECIAL FUND

## Section 1. Hourly Rates

Covering Locals 70, 287, 315, 665, 890, 912 and 2785.

Classification	-7% 11/3/2013	2% 7/1/2014	2% 7/1/2015	2% 7/1/2016	2.5% 7/1/2017
1. Light Duty Straight Truck (2 axles)					
a) Carrying Less than 10,500 lbs	22.7339	23.1886	23.6524	24.1254	24.7285
b) Carrying 10,500 lbs or over	22.8501	23.3071	23.7732	24.2487	24.8549
2. Heavy Duty Straight Truck (3 axles) or semi-unit	22.8501	23.3071	23.7732	24.2487	24.8549
3. Doubles (truck and trailer or any combination of two freight carrying vehicles) (dollies are not considered as freight carrying vehicles)	22.9664	23.4257	23.8942	24.3721	24.9814
4. Hostlers	22.9664	23.4257	23.8942	24.3721	24.9814
5. Forklift or Lift Jitney Operators	22.8501	23.3071	23.7732	24.2487	24.8549
6. Platform	22.7920	23.2478	23.7128	24.1871	24.7918
7. Helpers - Full Day Broken Time (Minimum four (4) hours)	13.0200	13.2804	13.5460	13.8169	14.1623
8. Casual Employees - Hourly Platform City and Combination	13.0200	13.2804	13.5460	13.8169	14.1623
	18.8464	19.2233	19.6059	19.9992	20.4930



## **Section 1(a) Wage Progression for New Hires**

CDL Qualified Employees and Mechanics:

First day:	90% of top rate
1 year:	100% of top rate

Non-CDL Qualified Employees (excluding mechanics)

First day:	70% of top rate
1 year:	75% of top rate
2 year:	80% of top rate
3 year:	90% of top rate
4 year:	100% of top rate

## **Section 2.**

Time and one-half (1 1/2) before bid starts and after eight (8) hours and work on Saturdays, Sundays, and Holidays shall apply to employees working broken time. A regularly employed helper working any part of a day shall receive a full days pay. In Local 2785 Saturdays, Sundays, and Holidays are paid at the double time rate.

## **Section 3. Handling Special Freight**

Any driver or helper physically handling hides, poisonous insecticides, hog casings, acid, creosoted items, spun glass, lampblack, resin sacks, and sulphur, shall receive One Dollar (\$1.00) per day above his wage scale. This provision shall be applicable to loads of 10,500 lbs. or more.

## **Section 4 Combination Work**

Any driver, platform man or helper who performs combination work during any portion of his shift shall receive the highest applicable rate of pay.

## **Section 5. Premiums on Hazardous Cargo**

(a) When war heads, live ammunition and similar items excluded from regular tariffs are carried, the effective hourly rates shall be increased (15¢) on the hourly rate. Such increases are to apply only on driving time.

Penalty rates shall apply to all types of ammunition, bombs, bullets, canisters, cartridges, charges, clusters, dynamite, projectiles, rockets, shells, shot shrapnel, war heads, powder and flake T.N.T. that carry the term fixed. (The Penalty shall not apply to Small arms ammunition carrying the term fixed.)

(b) When equipment is placarded with explosive or dangerous signs, eating time when logged as on duty time shall be paid for at the regular hourly rate.

## **Section 6. Hostlers**

(a) An employee who hooks up or breaks apart two cargo carrying units or who spots or parks semi or semis shall be paid the hostler's rate of pay for any shift in which he is required to perform such work or for any portion of the shift. A platform man when used to spot or park bobtail trucks or vans for any portion of his shift shall receive fifty cents (50¢) per day, plus any applicable shift premium, over the regular platform man's scale. This provision shall replace the definition of hostlers contained in expiring agreements.

(b) The Employer shall be permitted to have night shift drivers at the straight time hostling rate of pay (plus night shift differential, if applicable) who may perform pickup and delivery service. Such positions may be posted for bid. In the event a senior employee does not accept the night shift driving, the job(s) will be filled by using the least senior qualified employees.

(c) Terminal yardmen and hostlers shall be provided with rain gear, coveralls, rubber boots and leather gloves. Gloves shall be replaced after fair wear and tear when turned in.

(d) Piggy-back ramp drivers shall be paid the hostler rate of pay.

(e) Jiff-Locks - Two men shall be used at the terminal to change Jiff-Locks when moving from a 2-axle to a 3-axle unit. This does not apply to the new type semi-automatic Jiff-Lock.

(f) If all hosting qualified employees are working it shall not be a violation of the contract for any road driver to perform drop and hook, spot their trailers to the dock and pull their trailers from the dock if required at any location.

## **Section 7. Subsistence**

Drivers and helpers assigned to country work shall be furnished a motel by their employer if they are required to lay-over.

## **Section 8. Starting-Time Shifts**

(a) There shall be a maximum of nine (9) starting times between the hours of 4 a.m. and 4 p.m., one of which shall be 8:00 a.m. All starting times shall be on the hour or half-hour on both straight time and overtime and shall be applicable seven (7) days per week, except as provided in Section (d) below. One starting time shall also be permitted on both the swing shift and the graveyard shift as provided in the Joint Council 7 Supplement. All starting times shall be bid in accordance with Article 41, Section 7. Shift differential as outlined in Article 52, Section 10 (d) is applicable to the any shift starting after 3 p.m. and before 3 a.m.

(b) Drivers assigned to regular runs will start and finish at the same terminal.

(c) Platform when two (2) shifts are worked in continuous service, starting time for the second shift shall be on the hour or half-hour from 4 p.m. to midnight. Start times before 10 p.m. shall not be allowed if these start times are needed for the first shift.

When three (3) shifts are worked in continuous service, starting time for the second shift shall be from 4 p.m. to 6 p.m. and for the third shift 11 p.m. or 12:00 midnight. Working any part of a shift shall require a full day's pay. Night platform men working Saturday or Sunday night shall be paid the overtime rate of pay.

(d) Employees working Saturday, Sunday, or holidays on Conventions or Trade shows may be started as needed. Daily guarantees will apply. Starting times for all other Saturday, Sunday, or

holiday work shall be confined to any of the Company's regular bid start times.

(e) If the employer elects to establish a breakbulk operation in JC7, the employer and Local Unions involved will negotiate a breakbulk contract that would provide for a flexible seven (7) day work week that would include five (5) eight (8) or four (4) ten hour days.

(f) 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 that extend over the weekend (Sunday through Thursday or Tuesday through Saturday). 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.

## **Section 9. Show-up Pay**

An employee reporting for employment on the 12 midnight to 8:00 am shift referred from the Local Union hiring hall or referral service at the Employers request shall be guaranteed eight (8) hours pay upon so reporting provided he is ready and able to work. A Local Union shall have the option of maintaining a twenty-four (24) hour answering service for its hiring hall or referral service.

## **Section 10.**

(a) Working Hours and Lunch Period

Eight (8) hours shall constitute a working day. One (1) hour or one-half hour (1/2) shall be allowed for lunch. No lunch period shall

begin before the fourth (4th) hour of employment or end later than the sixth (6th) hour of employment. Employees working on the platform on all shifts shall take lunch periods at the same time. Lunch periods for employees working swing and graveyard shall be one half (1/2) hour.

(b) Any employee working part of a day shall receive a full day's pay. Such daily guarantee shall apply to Saturday, Sunday, and Holiday work, which shall be paid at the rate of time and one-half (1 1/2) and shall be in addition to Holiday pay. Helpers shall receive such guarantee as hereinafter provided. In Local 2785, Saturday, Sunday and Holiday work will be paid at the double time rate. In Local 2785 employees are guaranteed four (4) hours if put to work.

(c) Overtime

Overtime at the rate of time and one-half (1 1/2) shall be paid for all work performed before the regular starting time or after regular quitting time for all employees.

(d) Shift Differential

All helpers, platform men and hostlers working swing and graveyard shifts shall receive eight (8) hours pay plus ten percent (10%) or one dollar and twenty-five cents (\$1.25) per hour premium whichever is lesser. Night shift premiums to be included in holiday and vacation pay.

Night shift premiums shall not be applicable to regular employees hired after the date of ratification of the 1985-88 Agreement however, casuals shall be entitled to night shift premiums.

(e) Overtime after Meal Period

Employees directed to take meal time shall be guaranteed one (1) hour of employment following the meal.

(f) Overtime Limitations

No employee shall be compelled to work overtime in excess of one

(1) hour unless by mutual agreement between the Employer and the employee. The Employer shall post and maintain a current seniority list at all times in a conspicuous place at the terminal. An employee may indicate on such list that he is willing to work overtime in excess of one (1) hour per day and may change such indication on Friday of each week. The overtime limitation under this Section shall apply to terminal overtime only during the regular workweek. During the regular workweek, classification seniority shall apply to early starts on a rotational basis except drivers permanently working on house accounts.

(g) In Local 85, any employee working highway platform work on the swing and graveyard shift will receive eight (8) hours pay for seven and a half (7 1/2) hours worked.

(h) The Union and the Employer may agree, subject to the approval of the affected employees involved, that employees may be scheduled for four (4) days per week at ten (10) hours per day. Time and one-half (1 1/2) shall be paid for all hours worked over ten (10) in a workday.

## **Section 11. Rotation-Saturday, Sunday, Holidays**

Work on Saturdays, Sundays and Holidays shall be rotated among all employees except on specialty work, which shall be assigned on the basis of mutual agreement between the Employer and the Union. Guidelines for operation of the wheel:

(a) Men on vacation, off due to sickness, or any other reason, excluding day to day layoff, the day preceding a weekend or holiday are not entitled to call for overtime work. Employees on day to day layoff must have worked at least one (1) day in a week preceding the weekend or holiday involved in order to qualify for the overtime work.

(b) No shows lose place on the wheel.

(c) Men called to replace no-shows or because additional men are needed in an emergency do lose their position on the wheel.

(d) Men called to replace no-shows or because additional men are needed in an emergency and who are not available do not lose their position on the wheel.

(e) Employees who do not qualify for available work do not lose their position on the wheel.

(f) Men receive wage rate for classification worked.

(g) Men working on house accounts shall participate in rotation at the house account only, unless agreed to otherwise between the Union and the Employer.

## **Section 12. Local 2785**

Regular working days from Monday through Friday, regular working hours from 8:00 a.m. to 5:00 p.m. with an established starting and quitting time, except as otherwise provided herein after; helpers, including platform men, working between 4:00 p.m. and 12:00 midnight or 12:00 midnight and 8:00 a.m., on car loading and highway platform work, shall receive eight (8) hours pay for seven and one-half (7 1/2) hours work, plus ten percent (10%) or one dollar and twenty-five cents (\$1.25) per hour premium whichever is lesser. Night shift premiums to be included in holiday and vacation pay.

Overtime at the rate of time and one-half (1 1/2) shall be paid for all work performed before regular starting time and after regular quitting time, Monday through Friday.

Work on Saturdays, Sundays and Holidays

Work on Saturdays, Sundays and Holidays shall be paid for at double time. A minimum of four (4) hours pay shall be paid for any work performed between 8:00 a.m. and 12:00 noon. If an employee is required to work beyond 12:00 noon, he/she shall be guaranteed a minimum of eight (8) hours work or eight (8) hours pay. Any employee commencing work at 1:00 p.m. or later shall be guaranteed a minimum of four (4) hours work or four (4) hours pay in lieu thereof. Work performed before 8:00 a.m. and after 5:00 p.m. shall be paid for in addition to the above guarantees.

Such work shall be rotated according to seniority except on specialty work which shall be assigned on the basis of mutual agreement between the Employer and the Union.

## **ARTICLE 54. SICK LEAVE**

### **Section 1.**

Effective April 1, 1982, all employees shall receive eleven (11) days of sick leave with pay each year commencing with the first day of illness, provided however to receive sick leave pay for the first day of illness, notice of intended absence shall be given his/her Employer at least two (2) hour before starting time and provided his/her Employer has a representative available to receive such notice. Employees shall be eligible for sick leave on a prorated basis after four (4) months of service with an Employer retroactive to the date of employment. Employees shall accumulate a maximum of eleven (11) days of unused sick leave per year, not to exceed twenty (20) days of such paid sick leave.

Employees hired after date of ratification of the 1985-88 Agreement shall receive six (6) days of sick leave each year, effective April 1, 1991. Such employees shall be entitled to accrue and use sick leave in accordance with conditions contained in this Article. Sick leave pay is payable for days falling within the work week only. The parties agree that discipline for absenteeism will be applied in an equal manner. Two-tiered sick leave does not automatically warrant two-tiered discipline.

### **Section 2.**

In the event of a disabling injury on the job, an employee shall be entitled to the full day's pay.

### **Section 3.**

Sick leave will not be paid at any time the employee is receiving payment under the terms of this Agreement.

### **Section 4.**

Any employee who has sick leave credit and is drawing disability



insurance or worker's compensation shall, at his request be paid the difference between such benefit payments and his straight time earnings for such time such benefit payments are made. These payments shall be charged to the employee's sick leave credit. The request for this procedure shall be made by the employee in writing.

## **Section 5.**

An employee who has returned to his regular duties after sustaining a compensable injury who is required by the worker's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time provided such employee has notified his Employer of such appointment no later than the day preceding the appointment.

## **Letter of Understanding**

A laid off employee shall be eligible for sick leave payment upon returning to work through the recall provision outlined in Article 41, Section 4(b), or through Article 41, Section 4(a), having worked five (5) consecutive days.

## **ARTICLE 55. HOLIDAYS**

### **Section 1.**

The following days shall be observed:

New Year's Day; President's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Day before Christmas; Christmas Day.

Employees qualifying for holiday pay shall receive eight (8) hours straight time pay even though no work is performed, regardless of the day of the week on which the holiday may fall. If any one of the above mentioned paid holidays falls on Sunday, the following Monday shall be observed as a holiday. Holidays are paid for at straight time if no work is performed.

Any employee who reports for work and is put to work thirteen (13) days in the calendar month shall be entitled to any paid holiday which occurs during that month. Paid holidays, paid vacation and sick leave shall be counted as days worked for the purpose of this Section.

Holiday pay shall be based on the highest classification of pay earned by the employee for thirteen (13) days or more in the calendar month in which the holiday falls.

## **ARTICLE 56. VACATIONS**

### **Section 1.**

Subject to the thirteen (13) day qualification period outlined below, employees with one (1) year and less than three (3) years of service with an Employer shall receive two (2) weeks (10 working days) of vacation with pay each year. Pay for such two (2) weeks vacation shall be computed on the basis of eighty (80) hours at the straight time rate of pay.

Employees with three (3) years and less than ten (10) years of service shall receive three (3) weeks (15 working days) of vacation with pay each year. Pay for such three (3) weeks of vacation shall be computed on the basis of one hundred and twenty (120) hours at the straight time rate of pay.

Any employee who has ten (10) years of service or more regardless of his anniversary date, shall receive four (4) weeks (20 working days) vacation with pay each year. Pay for such four (4) weeks vacation shall be computed on the basis of one hundred and sixty (160) hours at the straight time rate of pay.

Any employee who completes twenty (20) or more years of service shall receive five (5) weeks (twenty-five (25) working days) vacation with pay each year. Pay for such five (5) weeks of vacation shall be computed on the basis of two hundred (200) hours at the straight time rate of pay.

Any employee who completes thirty (30) or more years of service

after January 1, 2004 shall receive six (6) weeks (30 working days) vacation with pay each year. Pay for such six (6) weeks of vacation shall be computed on the basis of two hundred and forty (240) hours at the straight time rate of pay.

Subject to the conditions set forth in Section 8, any employee laid off or terminated before the completion of one (1) year or during the first three (3) years of employment shall receive prorated vacation pay due on the basis of six and seven tenths (6.7) straight time hours for each month of employment. After three (3) years of employment, and up to ten (10) years of employment, prorated vacation pay shall be granted on the basis of ten (10) straight time hours pay for each month of employment. After ten (10) years of employment, prorated vacation pay shall be granted on the basis of thirteen and four tenths (13.4) straight time hours for each month of employment. After completing twenty (20) years of employment, prorated vacation pay shall be granted on the basis of sixteen and seven tenths (16.7) straight time hours pay for each month of employment. After completing thirty (30) years of employment, prorated vacation pay shall be granted on the basis of twenty (20) straight time hours pay for each month of employment.

Any employee who reports to work and is put to work thirteen (13) days in a calendar month shall be entitled to vacation credit for that month. Paid holidays, paid vacation and paid sick leave shall be counted as days worked for the purpose of this Section.

Seniority is to be considered in choice of vacation periods. In arranging vacations, due consideration shall be given to the Employer so that his business will not be crippled or seriously affected by reason of too many men seeking vacations at the same time.

## **Section 2.**

All accrued vacation pay for the amount of vacation time to be taken is to be paid to the employee one (1) day before the employee's last shift worked. Vacation pay shall be based on the highest classification of pay earned by the employee for at least fifty percent (50%) of his work time during the current anniversary year.

(All accrued vacation pay means the pay accrued anniversary date to anniversary date.) (Local 2785 - All accrued vacation pay means the pay accrued July 1 through June 30.) No additional time may be paid without written consent obtained from the Employer and the Local Union. Such vacation pay shall be paid by separate check.

Payment for the current anniversary year of vacation shall be taken and paid as outlined below:

Payment for any vacation period taken in the employee's current anniversary year shall be based on his complete prior anniversary year (anniversary date to anniversary date) and the amount of pay shall be the highest classification earned by the employee for at least 50% of his work time in the previous anniversary year. This rate of pay shall apply to all weeks of vacation taken in the present anniversary year.

### **Section 3.**

Vacation periods are not to be arbitrarily assigned to employees during the months of October through March unless mutually agreed upon. Based on seniority, vacation periods shall be assigned during the months of April through September.

Whenever possible, and when desired by the employee, he/she may stagger or spread his/her vacation period throughout the year.

### **Section 4.**

It is agreed by both parties to this Agreement that each employee must take his/her accrued vacation each year and that no arrangement to work for additional compensation during his/her earned vacation will be allowed except where mutually agreed upon by the Employer and the Union.

### **Section 5.**

An Employer and an employee may agree on a change in the vacation period of such employee after the vacation schedule has been posted, provided it does not affect the vacation period of any other employees on the vacation schedule.

## **Section 6.**

Any employee called into the service shall be paid for prorated vacation earned.

## **Section 7.**

Vacation list shall be posted not later than March 1 of each year. For choice of vacations, once a vacation list is posted, one week is allowed for the first twenty-five percent (25%) on the seniority list; one week allowed for the second twenty-five percent (25%) on the seniority list; one week allowed for the third twenty-five percent (25%) on the seniority list and one week allowed for the fourth and final twenty-five percent (25%) on the seniority list. Those not signing up in the correct quarter shall lose their choice of vacation period and must take what is left.

## **Section 8.**

If an employee's paid vacation period accrues or is payable during a period in which he/she is otherwise entitled to unemployment compensation, the employee's right to and payment for such vacation shall be deferred for thirty (30) days. If, at the end of such period, the employee makes a written request for vacation accrued, payment will be made within five (5) working days.

## **Section 9.**

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 the 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) Employees must notify the 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.

## **ARTICLE 57. PENSIONS**

### **Section 1. Employer Contributions**

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund for each regular or casual employee covered by this Agreement, six dollars and sixty-six (\$6.66) for each compensable hour up to a maximum of two thousand eighty (2080) hours per calendar year. Such hourly rate will remain frozen for the duration of this agreement April 1, 2013 through March 1 2018.

Pension Plan hourly contributions rate schedule is as follows:

Effective 8/1/2013:	\$6.66 per hour
Effective 8/1/2014:	\$6.66 per hour
Effective 8/1/2015:	\$6.66 per hour
Effective 8/1/2016:	\$6.66 per hour
Effective 8/1/2017:	\$6.66 per hour

(b) Monthly, daily and hourly health & welfare and pension contributions shall be converted from the weekly rate increases in accordance with past practice unless stated otherwise in the Supplemental Agreement(s).

(c) All contractual provisions relating to health & welfare and pension shall be provided in the respective Supplemental Agreements.

NOTE: Any health & welfare and pension benefit increases resulting from these increased Employer contributions will be determined

under the Benefit Plans of the appropriate Supplemental Agreements.

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.

## **Section 2. Disputes**

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Conference Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent, while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bonafide.

## **Section 3. Payments During Periods 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. 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 after contribution for active employment ceases. If an employee is granted a leave of absence, the Employer may collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Pension Fund during the period of absence. However, the acceptance of such monies is at the sole discretion of the Board of Trustees.

## **Section 4. Deductions from Rentals**

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Pension Fund,

regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

## **Section 5. Acceptance of Trust**

Each Employer and each Local Union covered by this Supplemental Agreement accepts and agrees to execute a subscriber agreement and to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Pension Trust Fund and the Trustees of such fund. Contributions not paid by the established due date shall be considered delinquent, provided the Joint Council #7 Negotiating Committee has agreed to such subscribers.

## **Section 6. Delinquent Contributions**

Action for delinquent contributions may be instituted by the Local Union, the Area Conference Director or the Trustees. Employers who are delinquent must also pay all attorney fees and costs of collection.

## **Section 7. Posting Notice**

The Employer shall post on employee's bulletin board a duplicate copy of the reporting form without social security numbers sent to the Administrator's Office of payments made to the Western Conference of Teamsters Pension Trust Fund on behalf of the employees at the time payments are made.

## **Section 8. Joint Committee**

The Joint Committee established pursuant to Article 20 Section 4, of the National Master Freight Agreement shall have the authority to request, and the Trustees of various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **Section 9. Rights to Audit**

The Trustees or their designated representatives shall have the



authority to audit the payroll and wage records of the Employer for all the individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **ARTICLE 58. TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND**

### **Section 1.**

The 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 forty cents (\$.40) per hour for each compensable hour (including paid vacations on the basis of forty (40) hours per week of vacation, paid holidays and used sick leave but excluding jury pay and funeral leave), not to exceed one hundred eighty (180) hours per month with a maximum of 2,080 hours per year.

The Employer agrees to remit the above monies to the administrative office by the date designated by that office, and monies received after that date shall be considered delinquent.

### **Section 2. Payments During Periods 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. 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 contribution shall not be paid for a period of more than twelve (12)

months beginning with the first month after contribution for active employment ceases.

If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions into the Fund during the period of absence. However, the acceptance of such monies is at the sole discretion of the Board of Trustees.

### **Section 3.**

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

### **Section 4. Acceptance of Trust**

The employer and each local Union covered in this Supplemental Agreement accepts and agrees to execute a subscriber agreement and to be bound by the rules and regulations established by the provisions of the Western Conference of Teamsters Supplemental Benefit Trust Fund and the rules and regulations established by the Trustees of such Fund.

Provided the Joint Council #7 Negotiating Committee has agreed to such subscribers.

### **Section 5. Delinquent Contributions**

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union, the Western Conference Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection.

### **Section 6. Posting Notice**

The Employer shall post on employee's bulletin board a duplicate copy of the reporting form without social security numbers sent to the Administrator's Office of payments made to the Western

Conference of Teamsters Supplemental Benefit Trust Fund on behalf of the employees at the time payments are made.

## **Section 7. Joint Committee**

The Joint Committee established pursuant to Article 20, Section 4, of the National Master Freight Agreement shall have the authority to request, and the Trustees of various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **Section 8. Rights to Audit**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all the individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

# **ARTICLE 59. MISCELLANEOUS PROVISIONS**

## **Section 1. Pay Periods**

The members of the Union shall be paid weekly for their labor. No more than one (1) weeks wages shall be withheld. A regular weekly payday shall be established, provided that if such payday falls on a paid holiday, the preceding work day shall be payday. Where the second day of a double holiday (consecutive) falls on the designated payday, the payday shall be the next regular working day. The Employer shall furnish each employee with an itemized statement of earnings and deductions specifying hours paid, hourly rate,

straight time and overtime, vacation pay, holiday pay, and other compensation payable to the employee which is involved in the check.

Casual employees will be paid in accordance with applicable state law.

## **Section 2. Uniforms**

The Employer agrees to furnish free of charge to each and every member of the Union any and all required uniforms, caps and/or hats, and further agrees that each and all said uniforms, caps and/or hats shall bear the Union label of the American Federation of Labor. The laundry and upkeep of same must be borne by the Employer.

## **Section 3. Protective Clothing**

Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling substantial quantities of hides, creosoted items, spun glass, lampblack, barbed wire or acids, shall be provided with rubber or leather aprons and gloves.

## **Section 4. Incapacitated Drivers**

Any driver who, through no fault of his own, is no longer able to drive and has seniority with the Company, shall have the option of employment as helper, freight handler or dock worker subject to qualification providing work is available.

## **Section 5. 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 (1) parent in common, and those relationships generally called Steps 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, bona fide layoff or for days falling outside the employee's regular week.

NOTE: The application of this Section is to conform to prior interpretations by the Joint Western Area Committee.

## **Section 6. Company Rules**

The Union recognizes the right of the Employer to establish such reasonable Company rules as they may deem necessary, provided that such rules are not in conflict with the terms and provisions of this Agreement.

Company rules shall be in writing, posted and effective thirty (30) days after submission to the Union unless the Union objects. Any objection must be specific as to what rule or rules are being objected to.

It is expressly understood that rules as referred to in this Section are not to contain any reference to disciplinary matters which are covered in Article 44, Sec. 5, Discharge or Suspension.

Such Company rules are to apply equally to all employees of the Employer and failure of a Local Union or Unions and the Employer to agree on such rules shall be subject to the dispute procedures of Article 44.

## **ARTICLE 60.**

### **Section 1. Maintenance of Standards**

The Employer agrees, subject to the following provisions, that all conditions of employment in his/her individual operation

relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement.

(a) Local Standards

The Local Unions and the Employers shall, within 180 days following ratification of this Agreement, identify and reduce to writing, and submit to the appropriate Regional Joint Area Committee, those local standards and conditions practiced under this Article. Such standards and conditions when submitted in accordance with this section shall be currently dated. Those local standards and conditions previously practiced hereunder which are not submitted shall be deemed to have expired.

The appropriate Regional Joint Area Committee shall, not later than 90 days following ratification, adopt a procedure to consider the disposition of the local standards and conditions submitted including the right to appoint a subcommittee to make recommendations. The Conference Joint Area Committee shall provide to the parties the opportunity to present their views. The Regional Joint Area Committee shall have the sole discretion to determine the disposition of the submitted local standards and conditions which determination shall be referred to the National Grievance Committee for decision which shall be final and binding.

(b) Individual Employer Standards

Individual Employers may during the life of this Agreement file with the appropriate Regional Joint Area Committee and request review of those individual standards and conditions claimed or practiced under this Article which exceed the provisions of this Agreement and Supplemental Agreements. The Regional Joint Area Committee shall develop a procedure to review the filing including the right to appoint a subcommittee to make recommendations. The Committee shall make every effort to

adjust the matter. If the Committee reaches agreement concerning the disposition of the individual standards or conditions, the decision of the Committee shall be final and binding. In the event of deadlock, the submitted standards and/or conditions shall continue as practiced.

(c) General

It is agreed that the provisions of this Article shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement. Such bona fide errors may be corrected at any time.

No other Employer shall be bound by the voluntary acts of another Employer when he/she may exceed the terms of this Agreement. Any disagreement between the Local Union and the Employer with respect to this matter shall be subject to the grievance procedure. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

## **Section 2. Extra Contract Agreements**

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **Section 3. Work Week Reduction**

It is understood and agreed that should it subsequently be determined that any employees come under the provisions of the Fair Labor Standards Act or any similar legislation, then as to such employees, any provisions of this Agreement that do not comply with the requirements of said statutes are to be changed so that there is no violation of the statutes. If such changes result in substantial penalties to either the employees or the Company, a written notice shall be sent by either party requesting negotiations to change such provision or provisions as are affected. Thereafter the Union and the Company shall enter into immediate negotiations for the purpose of arriving at a mutually satisfac-

tory solution. In the event the parties cannot agree on a solution to any problems arising from this Section within 60 days after receipt of the stated written notice, either party shall be allowed economic recourse.

#### **Section 4. New Equipment**

Where new types of equipment and/or operations for which rates of pay are not established by this Agreement are put into use after April 1, 1985 within operations covered by this Agreement, rates governing such operations shall be subject to negotiations between the parties.

In the event agreement cannot be reached within sixty (60) days after date such equipment is put into use, the matter may be submitted to the National Grievance Committee for final disposition. Rates agreed upon or awarded shall be effective as of the date equipment is put into use.

(The above reprint of Article 6 of the National Master Freight Agreement is for the convenience of the parties.)

### **ARTICLE 61. HEALTH AND WELFARE COVERING LOCALS 70,**

#### **Section 1. Payments**

(a) Employers subject to this Agreement shall become subscribers to the East Bay Drayage Drivers Security Fund Trust and shall pay into such Trust the following minimum monthly sum for each eligible employee working under this Agreement:

Effective April 1, 2013- \$1695.00

Negotiated increases determined under the National Master Freight Agreement application are not to be placed into effect under the terms of this Agreement.

(b) The Employer agrees to fully maintain the benefits as set forth in plan 202 (described in the East Bay Drayage Drivers Security Plan booklet having application as of April 1, 2013) at a cost to be determined actuarially.



(c) It is the objective of the parties to maintain for the term of this Agreement the benefits of Plan 202. However, the Negotiating Committee of the parties shall have authority upon their mutual agreement to modify the existing Plan, including modification of benefits and/or the right to merge with or participate in other Health and Welfare trust programs, where they consider such modifications, mergers, or participation to be essential to maintain a proper Health and Welfare plan(s) for the employees, and to maintain a proper relationship between the cost of such plan(s) and the total labor costs under this Agreement.

(d) Such payments shall be made for each employee who worked eighty (80) straight time hours the previous month in addition to all wages and other compensation provided in this Agreement, and such payments shall be made without any deduction for any purpose whatsoever. Such payments shall be due on the first day of the calendar month, and shall be paid not later than the tenth day of the same month.

(e) If any 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. 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 month after contribution for active employment ceases.

## **Section 2. Casual Employee's Health and Welfare**

Effective dates noted below prorated contributions for each hour for which compensation in the form of wages is due casual day-to-day employees shall be paid by the Employer to a special trust fund if a subcommittee of the parties is able to develop a plan. Until such Trust Fund and a plan are established the Employer shall pay such sum directly to each casual day-to-day employee employed by the Employer, said payment shall be made by the 10th of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective April 1, 2013 - \$2.00 per hour.

The hourly rate for H & W on casuals will not exceed \$2.00 per hour during the life of this Agreement.

### **Section 3. Posting Notice**

The Employer shall post on the employee's bulletin board a duplicate copy of the reporting form sent to the Administrator's office of payments made to the Health and Welfare Fund on behalf of the employees, at the time payments are made.

### **Letter of Understanding**

The parties may by mutual agreement during the term of the Contract establish a committee to be known as the Joint Council 7 Labor-Management Health and Welfare Committee consisting of an equal number of Union and Employer representatives. The Committee shall consider the feasibility of consolidating all or some of the plans. Any consolidation of plans may be made only by mutual agreement of the parties.

During the course of the negotiations the parties agreed that East Bay Drayage Drivers Security Fund Trust is developing a benefit plan at a lower premium base. Once that plan is available the employees will be moved to the new plan.

## **LOCAL 2785 HEALTH AND WELFARE**

### **Section 1. Health and Welfare Plan**

The parties acknowledge that during the term of the most recent agreement, the San Francisco Drayage Drivers and Helpers Security Funds, which provided for health and welfare coverage for members of Local 2785 working under this agreement, merged with Teamsters Benefit Trust. Accordingly, employees represented by Local 2785 under this agreement are presently participants in Plan I-85 of the Teamsters Benefit Trust, and it is the intention of the parties that such employees continue such coverage for the term of this agreement. The parties accept and agree to be bound by the Trust

Agreement of Teamsters Benefit Trust, and by the rules, regulations and the policies which the Trustees of Teamsters Benefit Trust shall from time to time promulgate for the administration of that funds programs.

## **Section 2. Employee Benefit Programs**

The employee benefit programs which are presently in effect for active employees, and which shall continue during the term of this agreement subject to such modifications as the Trustees may make, pursuant to their authority under the Trust Agreement of the Fund, include medical and hospital benefits, dental benefits, vision care benefits, prescription drug benefits, life and accident insurance, sick benefits and additional death benefits. Benefit programs for retired employees which are presently in effect include medical and hospital benefits, vision care benefits, prescription drug benefits and death benefits. Said benefit programs shall be continued during the term of this agreement subject to such modifications as the Trustees of the Fund may make based on the availability of funds for such programs.

## **Section 3. Contributions**

Effective April 1, 2013a contribution to the Fund in the amount of \$1869.00 shall be made by the Employer for each employee, including casual employees who complete eighty (80) hours straight time employment in the previous calendar month. Said contribution shall be made on or before the tenth (10th) day of the month following which the hours are worked.

Employees (casual, probationary or regular) who work less than eighty (80) hours in a calendar month shall have the sum of \$10.78 for each hour worked, or the amount of the current contribution for employees who worked eighty (80) or more hours in a month divided by 173.3, whichever is greater, contributed to the Fund on their behalf by the Employer on or before the tenth (10th) day of the month following the month in which the hours are worked. Such contribution shall cover said employee under the Funds program for casual employees in accordance with the rules and provisions of such program.

Negotiated increases for employee benefits under the National Master Freight Agreement, shall be allocated to the Fund in an amount to be determined by the Union, and shall be added as of said dates to the contribution rate as specified in the paragraph above this section.

If during the term of this agreement issues are raised concerning the ability to provide the current level of health and welfare benefits for employees covered by the health and welfare funds covering members of Locals 856, 2785 the parties agree to refer the issues to the Benefits Joint Committee, established by Article 20 Section 3 of the National Master Freight Agreement. The Benefits Joint Committee will study the issues and make a report and recommendation to TNFINC and TMI as to how the issues are to be resolved.

This provision and/or the issues involved are not subject to the grievance procedure of the Joint Council Supplement or the National Master Freight Agreement.

#### **Section 4. Miscellaneous**

(a) Article 50 of this Agreement (Health & Welfare and Pension Delinquencies) including the procedure for legal and economic action, shall apply to any Employer delinquency in payments as required by this Article.

(b) The parties hereto encourage and authorize the trustees of the various trust funds provided for in this Supplement to explore during the term of this Agreement the possibility of merging and/ or consolidating health and welfare plans for the purpose of improving the financial soundness and stability of their employee benefit plans. In the event the trustees of any such plan decide to merge or consolidate with another plan which provides substantially equivalent or better benefits at a cost which does not exceed the contribution rate then in effect, the parties hereto agree to be bound by any such decision and to execute such documents as are necessary to implement the successor plan

(c) If any 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. 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 month after contribution for active employment ceases.

## **LOCAL 287 HEALTH AND WELFARE**

### **Section 1. Payments**

(a) Plan: Employers subject to this Agreement shall pay into the Teamsters benefit Trust Plan 5-A and the following minimum monthly sum(s) for each eligible employee working under this Agreement:

Effective April 1, 2013 \$1442.00(Based on March hours for TBT Plan 5-A.

The employer agrees to fully maintain the benefits as set forth in Teamsters Benefit Trust Plan 5-A for the life of this agreement.

Negotiated increases determined under the ABF National Master Freight Agreement application are not to be placed into effect under the terms of this Agreement.

(b) It is the objective of the parties to maintain for the term of this Agreement the benefits of TBT Plan 5-A, however, the negotiating committee of the parties shall have the authority upon their mutual agreement to modify the existing plan, including modification of benefits and/or the right to merge with or participate in other health and welfare trust programs where they consider such modifications, mergers, or participation to be essential to maintain a proper health and welfare plan(s) for the employees and to maintain a proper relationship between the cost of such plan(s) and the total labor costs under this agreement.

This provision and/or the issues involved are not subject to the grievance procedure of the Joint Council Supplement or the National Master Freight Agreement.

(c) Such payments shall be made in addition to all wages and other compensation provided for in this Agreement and such payments shall be made without any deduction for any purpose whatsoever except as may be required by law. Such payments shall be due on the first day of the calendar month and shall be paid no later than the tenth (10th) day of the same month. The Union and the employees shall have the same rights and remedies in the event of the failure of any Employer to make such payments, as presently exist with respect to the nonpayment of wages. The liability of each Employer for the payments herein provided shall be limited to payments on behalf of their or its employees.

#### (d) Delinquent Contributions

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union, the Western Conference Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection, including audit fees and expenses.

## **Section 2. Eligibility**

(a) An eligible employee, with respect to whom such payments are required to be made, shall mean: (1) any employee who worked eighty (80) hours in the preceding calendar month and (2) any employee who has been employed and covered by this Welfare or Dental and/or Vision Care Plan by any other Employer within thirty (30) days of his/her last date of employment.

(b) If an employee is absent because of illness or off-the-job injury and notified 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. 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 contribution shall not be paid for a period of more than twelve (12) months beginning with the first month after contribution for active employment ceases.

(c) In all other cases, if an employee under this Agreement is granted a leave of absence without pay in excess of thirty (30) days, his/her name may be deemed removed from the payroll of the Employer and the Employer shall not be obligated to make payments on behalf of such employee into the Trust Fund during the period of such leave. The insurance may be continued provided the necessary premium for such insurance is paid by the employee.

### **Section 3. Casual Employee's Health and Welfare**

Effective dates noted below prorated contributions for each hour for which compensation in the form of wages is due casual day-to-day employees shall be paid by the Employer to a special trust fund if a subcommittee of the parties is able to develop a plan. Until such Trust Fund and plan are established the Employer shall pay such sum directly to each casual day-to-day employee employed by the Employer. Said payment shall be made by the tenth (10th) of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective April 1, 2013 - \$2.00 per hour.

The hourly rate for H & W on casuals will not exceed \$2.00 per hour during the life of this Agreement.

### **Section 4. Acceptance of Trust**

Each Employer and each Local Union covered by this Agreement accepts and agrees to execute a subscriber agreement and to be bound by the rules and regulations established by the provisions of Teamsters benefit Trust Fund and the rules and regulations established by the Trustees of such Fund. Provided the Joint Council #7 Negotiating Committee has agreed to such subscribers.

### **Letter of Understanding**

The parties may by mutual agreement during the term of the Contract establish a committee to be known as the Joint Council 7 Labor-Management Health and Welfare Committee consisting of an equal number of Union and Employer representatives. The

Committee shall consider the feasibility of consolidating all or some of the plans. Any consolidation of plans may be made only by mutual agreement of the parties.

## **Section 5.**

Disputes or questions of interpretations concerning the requirements to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer's claim was bona fide.

## **Section 6. Joint Committee**

The Joint Committee established pursuant to Article 20, Section 3, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

## **Section 7. Rights to Audit**

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employ-



ees of the Employer) who the Trustees of their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

## **Section 8. Posting Notice**

The Employer shall post on the employee's bulletin board a duplicate copy of the reporting form sent to the Administrator's office of payments made to the Health and Welfare Fund on behalf of the employees, at the time payments are made.

# **LOCAL 315 HEALTH AND WELFARE**

## **Section 1. Payments**

(a) Employers subject to this Agreement shall pay into the Teamsters benefit Trust Plan I the following minimum monthly sum(s) for each eligible employee working under this Agreement.

Effective April 1, 2013 - \$1869.00 (Based on March hours).

(b) The Employer agrees to fully maintain the benefits as set forth in Teamsters Benefit Trust Plan I for the life of this Agreement.

Negotiated increases determined under the ABF National Master Freight Agreement application are not to be placed into effect under the terms of this Agreement.

(c) Notwithstanding any other provisions of this Agreement it is the objective of the parties to maintain for the term of this Agreement the benefits in effect under the Health and Welfare TBT Plan I as of March 31, 2013. The negotiating committees of the parties, however, shall have the authority upon their mutual agreement to modify the existing plan, including the right to merge with or participate in other Health and Welfare Trust programs as may be essential to maintain a proper relationship of the cost of such programs to the total labor costs under this Agreement.

(d) Such payment shall include provision for both employee's and

dependent's benefits. Such payment shall be made in addition to all wages and to other compensation provided in this Agreement and such payment shall be made without any deduction for any purpose whatsoever. Such payment shall be due on the first day of the calendar month, and shall be paid not later than the tenth day of the same month. The Union and employees shall have the same rights and remedy in the event of the failure of any Employer to make such payment as presently exists with respect to the nonpayment of wages. The liability of each Employer for the monthly payments herein provided shall be limited to payments on behalf of their or its own employees.

## **Section 2. Eligibility**

An eligible employee shall be an employee who under the terms of this Agreement worked eighty (80) hours or more in the preceding calendar month. It is the intention of the parties that the Fund shall be so established that for tax purposes the Employer's contribution shall not be income to the employee and shall be a deductible expense for the Employer. Failure to make the payment herein provided within the time specified shall be a breach of this Agreement and the provisions of Article 44 shall not apply to matters connected with such delinquency.

## **Section 3. Payments During Periods of Absence**

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absences, the Employer shall continue to make the required contributions for a period of one (1) month after contribution for active employment ceases.

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 month after contribution for active employment ceases.

## **Section 4. Deductions from Rentals**

There shall be no reduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare

Fund regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

Employers presently making payments as provided for in this Supplemental Agreement and Employers, who may subsequently make such payments as provided by this Supplemental Agreement, shall continue to make such payments for the life of this Agreement.

### **Section 5. Posting Notice**

The Employer shall post on the employee's bulletin board a duplicate copy of the reporting form sent to the Administrator's office of payments made to the Health and Welfare Fund on behalf of the employees, at the time payments are made.

### **Section 6. Casual Employee's Health and Welfare**

Effective dates noted below prorated contributions for each hour for which compensation in the form of wages is due casual day-to-day employees shall be paid by the Employer to a special trust fund if a subcommittee of the parties is able to develop a plan. Until such Trust Fund and a plan are established the Employer shall pay such sum directly to each casual day-to-day employee employed by the Employer, said payment shall be made by the 10th of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective April 1, 2013 - \$2.00 per hour

The hourly rate for H & W on casuals will not exceed \$2.00 per hour during the life of this Agreement.

## **LOCAL 665 HEALTH AND WELFARE**

### **Section 1. Payments**

(a) Employers subject to this Agreement shall become subscribers to the plan known as Teamsters Benefit Trust 5-A or T.B.T.5-A. Negotiated increases determined under the National Master Freight

Agreement application are not to be placed into effect under the term of this Agreement.

(b) The Employer agrees to fully maintain the benefits as set forth in T.B.T. 5-A plan booklet at a cost to be determined actuarially.

(c) It is the objective of the parties to maintain for the term of this Agreement the benefits of Plan T.B.T. 5-A . However, the Negotiating Committee of the parties shall have authority upon their mutual agreement to modify the existing Plan, including the right to merge with or participate in other Health and Welfare trust programs, where they consider such modifications, mergers or participation to be essential to maintain a proper Health and Welfare plan(s) for the employees, and to maintain a proper relationship between the cost of such plan(s) and the total labor costs under this Agreement.

(d) Such payments shall be made in addition to all wages and other compensation provided in this Agreement and such payments shall be made without any deduction for any purpose whatsoever. Such payments shall be due on the first day of the calendar month, and shall be paid not later than the tenth day of the same month.

(e) 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. 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 month after contribution for active employment ceases.

## **Section 2. Casual Employee's Health and Welfare**

Effective dates noted below prorated contributions for each hour for which compensation in the form of wages is due casual day-to-day employees shall be paid by the Employer to a special trust fund if a subcommittee of the parties is able to develop a plan. Until such Trust Fund and a plan are established the Employer shall pay such

sum directly to each casual day-to-day employee employed by the Employer, said payment shall be made by the 10th of the following month by individual checks sent to the employee's home address as registered with the Employer.

\*Effective April 1, 2013 - \$2.00 per hour.

\*The hourly rate for H & W on casuals will not exceed \$2.00 per hour during the life of this Agreement.

### **Section 3. Posting Notice**

The Employer shall post on the employee's bulletin board a duplicate copy of the reporting form sent to the Administrator's office of payments made to the Health and Welfare Fund on behalf of the employees, at the time payments are made.

### **Letter of Understanding**

The parties may by mutual agreement during the term of the Contract establish a committee to be known as the Joint Council 7 Labor-Management Health and Welfare Committee consisting of an equal number of Union and Employer representatives. The Committee shall consider the feasibility of consolidating all or some of the plans. Any consolidation of plans may be made only by mutual agreement to the parties.

## **LOCAL 890 / 912 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 casuals for each regular active employee (not on letter of layoff) and each preferential casual who receives sixty (60) hours of compensation or more (or the equivalent for those paid on a mileage basis) in the previous month.

Effective April 1, 2013 \$781.69 per month

(b) Casual employees for non-preferential casual employees:

Effective April 1, 2013- \$17.20 per tour of duty

Contributions for non-preferential 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.

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 contributions 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 wage rate of Local 890 shall be seventeen cents (17¢) higher than indicated in Article 53.

## **Section 2. Eligibility and Benefits**

The Employer contributions paid under the provisions of this Article shall be used to provide health and welfare and related benefits for both active and retired participants. The eligibility rules and the level and nature of benefits shall be determined from time to time by the Trustees of the Health and Welfare Trust. Eligibility, benefit levels and the nature of such benefits applicable to active regulars, preferential casuals, non-preferential casuals and retirees may differ.

The retirees benefit shall be funded, in part, effective September 1, 1998, by the dedication of not less than sixty six dollars (\$66.00) of the Employer contribution paid on behalf of each regular employee as provided in Section 1(a) above. This amount may be increased annually at the direction of the negotiating committee. Retirees who elect to participate in the retirees program shall be required to participate in the cost of retirees benefits by making self payments to

the Trust. The amounts of such retiree self payments shall be determined by the Trustees and may be modified from time to time when necessary to adequately fund and maintain retiree benefits at levels as determined by the Trustees.

In the event adverse claims experience would otherwise require a reduction or elimination of any benefit program for active regular employees during the term of this Agreement, the Employer contributions, as set forth in Section 1(a) above, may be increased in such amounts and at such times as the Trustees may determine to be necessary to maintain the benefit programs for active regulars. This provision shall not prohibit or deter the Trustees from making changes in the benefit programs, including comprehensive major medical deductibles, cost containment features, and eligibility periods as the Trustees may determine to be in the best interests of the participants and the long term continuation of the program.

### **Section 3. Acceptance of Trust Agreement**

By the execution of this Agreement the parties accept the provisions of the Health and Welfare Trust Agreement, as it may be revised from time to time, subject to Section 8, herein, and ratify all actions heretofore or hereafter taken by the Trustees thereof acting within their authority thereunder, subject to the restrictions set forth in this Agreement.

### **Section 4. Delinquent Contributions**

Contributions not paid by the established due dates shall be considered delinquent. Action for collection of delinquent contributions may be instituted by the Local Union, the Western Conference Area Director, or the Trustees. Employers who are delinquent shall pay all attorney fees and other costs of collection, including audit fees and expenses.

### **Section 5. Payments During Periods 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. 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.

## **Section 6. Deductions from Rentals**

There shall be no deduction from equipment rental of owner-operators by virtue of the contributions made to the Health and Welfare Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

## **Section 7. Disputes**

Disputes or questions of interpretation concerning the requirements to make contributions on behalf of particular employees or classification of employees shall be submitted directly to the Conference Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Conference Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Conference Joint Area Committee may also determine whether the Employer's claim was bona fide.

## **Section 8. Changes in the Health and Welfare Program**

The Employer contributions provided for in Section 1 above, presently are paid to the Western Teamsters Welfare Trust (WTWT). However, the Western Conference of Teamsters and TMI jointly retain the right to designate or establish one or more different Trusts to which such contributions, in whole or in part, are to be paid in the future, and to effectively recommend to the Trustees of WTWT methods of determining transfer of monies and/or liabilities from WTWT to such newly designated Trust(s).

## **Section 9. Payroll Audits**

The Trustees or other designated representatives shall have the



authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the Trust and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding supervisory, managerial and/or confidential employees of the Employer), who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

### **ARTICLE 63. TERMINATION CLAUSE**

The term of this Joint Council No. 7 Bay Area & Supplemental Agreement is subject to and controlled by all of the provisions of Article 39 of the ABF Freight System, Inc. National Master Agreement between the parties hereto.

IN WITNESS WHEREOF the undersigned do duly execute the Joint Council No. 7 Bay Area Supplemental Agreement set forth herein this 1st day of April, 2013 be effective as of the 1st day of April 2013.

**NEGOTIATING COMMITTEE**

**FOR THE EMPLOYEES:**

Robert M. Bell, Co-Chairman  
Bill Hoyt, Co-Chairman

**FOR THE EMPLOYERS:**

Rick Porter, Chairman  
John Barker