

# JC-7 PICK UP AND DELIVERY REGIONAL SUPPLEMENT TENTATIVE AGREEMENT

## PREAMBLE

This Agreement is supplemental to and becomes a part of the National Master DHL Agreement and is entered into by Joint Council No. 7 for and on behalf of LOCAL UNIONS 70, 2785, 287, 315, 665, 890, and 912 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and the undersigned 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 pickup and delivery agreement with any of the aforementioned Local Unions expiring on **March 31, 2022**. 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 Master DHL Agreement, hereinafter referred to as the National Agreement for the period commencing **April 1, 2017**. This Supplemental Agreement shall prevail over the provisions of the National Agreement and the Pick-Up and Delivery Operational Supplement with the exception of Article 4 Subcontracting and Work Preservation and Article 9 Scope and Assignment of Unit Work. Questions arising out of conflict between the two shall be submitted directly to the National Grievance Committee. T/A

## ARTICLE 22. HIRING PROCEDURE

**22.1. License Requirements** [NO CHANGE]

**22.2. Exclusive Hiring** [No Change]

**22.3 Hiring Standard** [No Change]

**22.4 Referral**

For each worker dispatched, the Local Hiring Hall shall send to DHL, with the worker, mail or fax, a written referral slip. DHL 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 DHL 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. **The Company shall verbally inform the employee of the reasons for the Do Not Send Letter.** T/A

**22.5. Notification** [NO CHANGE]

**22.6. Preferred**

Notwithstanding any other provision of this Article, the Local Hiring Hall shall have an established DHL casual list. This list will be comprised of Hiring Hall employees who have previously worked for DHL and those who have successfully completed the Company's training program.

**Any casual or non-seniority owner-driver used by the Employer for seventy (70) eight (8) hour shifts within six (6) months, excluding during the period of October 31<sup>st</sup> to December 31<sup>st</sup> shall be placed on a preferential hiring list for future regular employment, and shall be placed on the selected for regular employment in the order in which he/she was placed on then preferential hiring list, and he/she shall not be subject to 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 amongst themselves.** T/A

When needed, casuals will be dispatched for work to DHL locations with priority given to the DHL Casual List. DHL shall be responsible for hiring and training of employees on the casual list, and will have the first right to call the DHL casuals. The Company shall have the right to assign a new-hire casual to one (1) training route per facility for a period of one (1) week per new-hire, provided all full-time employees at the facility have been offered work.

**22.7. Hiring Hall Committee,** [NO CHANGE]

**22.8 Appeal and Arbitration** [NO CHANGE]

**22.9. Posting** [NO CHANGE]

**22.10 Layoff List** [NO CHANGE]

## ARTICLE 23. SENIORITY AND LAY-OFFS

**23.1. Establishing Seniority**

23.1(a) [NO CHANGE]

**23.1(b)** When DHL utilizes supplemental casuals or non-seniority owner-drivers or subcontractors thirty (30) or more days in any three (3) consecutive calendar months, DHL shall be required to add one (1) additional regular employee to the seniority roster, excluding during the period of October 31<sup>st</sup> to December 31<sup>st</sup> by alternating between the preferred casuals and the part-time seniority list. Any supplemental casual employee who works thirty (30) days in a ninety (90) day period shall obtain seniority. The seniority date shall revert back to first date of hire within the consecutive ninety (90) day period in which the employee obtains seniority. T/A

23.1(c) [NO CHANGE]

23.1(d) [NO CHANGE]

23.1(e) [NO CHANGE]

**23.2. Application of Seniority [NO CHANGE]**

**23.3. Notice of Lay-Off or Reassignment [NO CHANGE]**

**23.4 Rehire Procedure**

DHL shall not lay-off any employees under this Article unless it 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:

**23.4(a)** Re-employment of temporary layoffs - An employee so recalled to work shall report at the call of DHL 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. DHL 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. T/A

23.4(b) [NO CHANGE]

23.4(c) [NO CHANGE]

23.4(d) [NO CHANGE]

**23.5. Filling All Positions [NO CHANGE]**

**23.6. Integrated Seniority [NO CHANGE]**

**23.7. Bidding**

(a) All classifications, routes and shifts are to be posted for bid annually on a date mutually agreed to by DHL and the Union. Routes are defined by start time in a specific geographic area and can be based on cities, zones, zip codes, etc. Additionally, DHL 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 DHL and the Union. Known temporary vacancies of five (5) days or more are to be posted for bid, and these vacancies will be bid from the unassigned driver pool. Known temporary vacancies of 28 days or more are to be posted for bid. Day to day vacancies will be selected by seniority. 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:

- Hostlers
- Heavy Duty (3 axle or more)
- Forklift
- Light Duty (2 axle or more)
- Sorter, (Part-time, Non-Driving) T/A**

When a driver is used on a supplemental basis twenty (20) work days in sixty (60) work days on the same start time a regular bid shall be added, excluding during the period of October 31<sup>st</sup> to December 31<sup>st</sup>.

23.7(b) [NO CHANGE]

23.7(c) [NO CHANGE]

23.7(d) [NO CHANGE]

23.7(e) [NO CHANGE]

23.7(f) [NO CHANGE]

**23.8. Seniority List [NO CHANGE]**

**ARTICLE 24. DISCHARGE OR SUSPENSION [NO CHANGE]**

**ARTICLE 25. DISCRIMINATION**  
[NO CHANGE]

**ARTICLE 26. GRIEVANCE PROCEDUR**  
[NO CHANGE]

**ARTICLE 27. LEAVE OF ABSENCE**

**27.1. Approved Leave** [NO CHANGE]

**27.2. Effect on Vacation • Holidays**

All employees on the seniority list **that are** 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, vacation 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. T/A

The thirteen (13) day qualification contained in the vacation and holiday Article of this Agreement 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, DHL may require written medical proof from employees off due to non-industrial injury or illness regarding vacation or holiday credit.

**27.3. Health and Welfare When on Leave** [No Change]

**27.4. Voting Time** [NO CHANGE]

**27.5. Leaves of Absence for Union Activities** [NO CHANGE]

**ARTICLE 28. WORK JURISDICTION**  
[NO CHANGE]

**ARTICLE 29. OPERATING REQUIREMENTS**  
[NO CHANGE]

**ARTICLE 30. GENERAL PROVISIONS**

**30.1 Rest Periods** [NO CHANGE]

**30.2. Disputed Claims** [NO CHANGE]

**30.3. Money Receipt** [NO CHANGE]

**30.4. Maintenance of Sanitary Facilities** [NO CHANGE]

**30.5. Telephone Calls** [NO CHANGE]

**30.6 Time Clocks** [NO CHANGE]

**30.7 Company Meetings** [NO CHANGE]

**30.8. Inspection Privileges** [NO CHANGE]

**30.9. Physical Examination and Drug Screening** [NO CHANGE]

**30.9(d)** Should DHL 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 DHL

**An employee may be required to show their Driver's License and Company Identification to customers, and allow the customer to copy or otherwise reproduce their Company identification only and not the Driver's License. The Company identification will not have personal information on it such as home address or social security number. T/A**

**No employee will be required to have their Driver's License reproduced in any manner except by their employer, law enforcement agencies, government facilities and facilities operating under government contracts that require such identification.to enter the facility. T/A**

**30.9(e)** [NO CHANGE]

**30.9(f)** [NO CHANGE]

**ARTICLE 31. LEASING AND INDEPENDENT CONTRACTORS**  
[NO CHANGE]

**ARTICLE 32. HEALTH & WELFARE AND PENSION DELINQUENTS**  
[NO CHANGE]

National Agreement.

**ARTICLE 33. HOURLY RATES, STARTING TIME-SHIFTS OVERTIME, SHIFT DIFFERENTIALS, WORKING HOURS, HEALTH AND WELFARE, AND SPECIAL FUND**

**33.1. General Wage Increases Full-Time and Part-Time Employees:**

Wage rates in effect for all employees who have completed the new-hire progression will be increased as follows: \*See National Economics

**Effective Dates    Hourly Increase    Hourly Increase**

	<u>Full-Time</u>	<u>Part-Time</u>
April 1, 2017	\$1.00 per hour	\$0.50 per hour
April 1, 2018	\$1.00 per hour	\$0.50 per hour
April 1, 2019	\$1.00 per hour	\$0.50 per hour
April 1, 2020	\$1.00 per hour	\$0.50 per hour
April 1, 2021	\$1.00 per hour	\$0.50 per hour

T/A

Classifications	04/01/17	04/01/18	04/01/19	04/01/20	04/01/21
Courier Drivers Class "C"	\$29.08	\$30.08	\$31.08	\$32.08	\$33.08
Drivers Class "A" Class "B" Hostlers Forklift	*\$29.205	\$30.205	\$31.205	\$32.205	\$33.205

T/A

Classification	Progression Hourly Rate		Progression Completed
	New Hire Start Rate	\$15.50	April 1 <sup>st</sup> of each calendar year after 24 months of employment additional \$0.50 per hour
Sorter Part-Time	12 months	\$16.00	r
	24 months	\$16.50	

All employees will be paid the highest applicable rate of pay T/A

**33.1 (a)**

The above-listed wage increases do not include any cost of living allowance pursuant to Article 21, Section 2 ("Wages-COLA") of the DHL-Teamsters National Agreement, which shall be calculated according to that article and section each year and added to the then-effective wage rates as appropriate. T/A

**33.1 (b) Casual Employees Wage Rate**

Casual employees shall receive eighty-five (85%) of the above listed wage increases by classification, which shall take effect on the dates shown above.

**33.1(c) Full-time Progression Rate of Pay**

Effective first day 85% of the full-time hourly rate of pay.

Effective first day plus eighteen (18) months 90% of the full time hourly rate of pay

Effective first day of employment plus twenty-four (24) months and thereafter 100% of the full-time hourly rate of pay. T/A

**33.2. Overtime Payment**

Time and one-half (1 1/2) before bid starts and after eight (8) hours (or ten (10) hours for employees working a 4 x10 shift) shall apply to employees working full-time. A regularly employed helper working any part of a day shall receive a full day's pay. Saturdays, Sundays, and Holidays are paid at the double time rate. T/A

**33.3. Combination Work [NO CHANGE]**

**33.4. Premiums on Hazardous Cargo [NO CHANGE]**

**33.5 Hostlers [NO CHANGE]**

**33.6 Starting-Time Shifts [NO CHANGE]**

**33.7. Meals and Breaks Full Time Employees**

33.7(a) Working Hours and Lunch Period for Full-Time Employees Eight (8) hours shall constitute a working **day (or ten (10) hours for employees working a 4x10 shift)** One (1) hour shall be allowed for lunch, or one-half (1/2) hour shall be allowed for lunch when the regular working hours of a consignee and/or consignor require. 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. T/A

**33.7(b) [NO CHANGE]**

**33.7(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. Double time (2) shall be paid for work perform after twelve (12) hours in a workday. T/A

**33.7(d) Overtime after Meal Period [NO CHANGE]**

**33.7(e) Overtime Limitations [NO CHANGE]**

**33.7(f) Four Ten Workweek**

The Company may establish Monday through Friday bid schedules for four (4) days per week at ten (10) hours per day. Overtime at the rate of one and one-half (1½) times and employee's straight time rate on a regular workday is to be paid for hours worked in excess ten (10) hours per day or forty (40) hours per week. Overtime in excess of twelve (12) hours per day will be paid at double time (2T) the straight time rate of pay. All work on the 5<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> day of the workweek shall be at double time (2T) the straight time rate of pay. T/A

Employer may not have more than thirty (30) percent of the total annual amount of bids as 4x10's bid. Of the established agreed to 4x10 bids fifteen (15) percent of the bids must be three (3) consecutive days off. T/A

Supplemental work and replacement for absences less than a full week will be offered to drivers on layoff, and then to a 4x10 driver off that day prior to the use of any other employees or casual. T/A

33.8(a) [NO CHANGE]

33.8(b) [NO CHANGE]

33.8(c) [NO CHANGE]

33.8(d) [NO CHANGE]

33.8(e) [NO CHANGE]

33.8(f) [NO CHANGE]

33.8(g) [NO CHANGE]

### **33.9. JC 7 Full-time Employees**

Regular working days are Monday through Friday, 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, **and double (2) time after twelve (12) hours of work.** Monday through Friday. T/A

### **33.9 (a) 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 8:00a.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 8:00a.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 DHL and the Union.

### **33.10 Limited Full-Time Driving Bids Covering Weekends**

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 Tuesdays through Saturday). With the following limitations: T/A

One (1) to ten (10) routes will equal two (2) bids.

Eleven (11) to twenty (20) routes will equal three (3) bids.

Twenty-one (21) to forty (40) routes will equal four (4) bids

Forty-one (41) or more will equal ten percent (10%) of the bid routes. T/A

### **33.11 Part-Time Employees [No Change]**

#### **33.11 (a) A.M. Shift**

Three (3) start times between 4 A.M. and **1 P.M.** every half hour seven (7) days a week. An additional start time on Saturday may be between 4 A.M. and **1 P.M.** on the hour or half hour. No part-time drivers on weekends or holidays, unless full-time employees have been offered and refused the work. T/A

#### **33.11 (b) P.M. Shift**

Three (3) start times between **3 P.M.** and **7 P.M.** every half hour seven (7) days a week. One hundred percent (100%) of all full-time employees covered by this Local Rider as of June 6, 2008 will be red-circled by name. The employer shall not utilize part-time P.M. drivers at a station while any red-circled employee assigned to that station is on layoff. The number of part time employees allowed to drive will not exceed 15% of routes scheduled to be run on the given day at that facility. No part time drivers on weekends or holidays, unless full-time employees have been offered and refused the work. T/A

#### **33.11 (c) Part Time Employees**

Monday through Friday work week.

Saturday, Sunday and Holidays paid at time and one half (1 1/2) of hourly rate. Saturday, Sunday and holiday premium work shall be rotated **in accordance with the rotation wheel.** T/A

Part-time employees shall be paid overtime for all hours worked in excess of five (5) hours in any one day at the rate of time and one-half (1 1/2) the regular hourly rate.

Part-time employees may convert to drivers on a daily basis, by seniority, provided that all full-time employees have been offered work. If a part-time employee works as a full-time driver they shall receive the appropriate drivers wage for that

day. The full-time 8-hour guarantee includes the time spent doing part time work.

T/A  
Part time employees on the seniority list as of the date of ratification ("Red-Circled Part-Timers") shall be placed on the full time seniority list Red-Circled Part-Timers shall not be required to accept a permanent full time position. Red-Circled Part-Timers on a given shift shall be offered driving duties by seniority prior to utilizing a casual to perform supplemental or replacement casual work unless the Red-Circle Part-Timer has notified the Company that he/she does not want to perform such additional work. T/A

T/A  
Full-time employees on lay-off for more than four (4) consecutive days may bump up to two more junior part-time employees and fill the part-time shift(s). Employees will perform such work at their current rate of pay. A laid-off full-time employee will be permitted to return to a full-time status (active or on layoff) upon five (5) days' notice to the Employer.

Part-timers scheduled for work shall be guaranteed **three (3)** hours of work. Current part-time employees will be offered the opportunity for a full-time position. Those part-time employees who do not accept a full-time position will be red-circled and will continue to receive the same wage and fringe benefits they currently enjoy. T/A

No back to back or split shifts. , T/A T/A  
The Company will continue to maintain one (1) full time dock/driver position at the Fremont and San Francisco **and Oakland** facilities for such period of time it is operating in those facilities. The full time dock/driver as required to hold a Class B license in order to perform the driving functions of the job. T/A

If a part-time employee makes any delivery he shall be entitled to an eight (8) hour guarantee for the day.

The Company shall provide stewards daily a list of part-time drivers and all routes run that day.

33.12 Sorter (Part-Time, Non-Driving

The Parties agree to the creation of a new, Sorter classification, Sorters will perform the non-driving and non-delivery functions currently and hereafter performed by full-time and part-time drivers, including, but not limited to sorting, labeling, processing, warehousing, loading and unloading of shipments. Under no conditions will a sorter be required or permitted to drive. T/A

The Employer may have a mix of three types of weekly shifts for Sorters consisting of five (5) consecutive days and minimum of three (3) hours per day. Monday-Friday; Sunday-Thursday or Tuesday-Saturday. Sorters working on a non-scheduled work day will be paid at the rate of time and one-half (1 1/2) the regular hourly rate. No back to back or split shifts T/A

33.12(a) A.M. Sorters Start Times

Three (3) start times between 4 A.M. and 10 A.M. every half hour seven (7) days a week. An additional start time on Saturday may be between 4 A.M. and 1 P.M. on the hour or half hour. T/A

33.12(b) P.M. Sorters Start Times

Three (3) start times between 3 P.M. and 7 P.M. every half hour seven (7) days a week. T/A

Sorters shall be paid overtime for all hours worked in excess of five (5) hours in any one day at the rate of time and one-half (1 1/2) the regular hourly rate. T/A

Sorters will be placed on a separate seniority list. However, when filling full-time positions that are not accepted by an employee on the full-time seniority list the company will alternate offering the positions to preferred casuals and to part time employees by seniority. The part-time employees will remain on the part-time seniority list for the first thirty (30) working days as a full-time employee. After the thirty first (31<sup>st</sup>) working day, the employee shall be placed on the full-time seniority list. The employee awarded said bid would be a new full-time employee for all purposes except they shall retain their Company seniority for the purposes of fringe benefits and any wage progression. They shall be placed at the bottom of the appropriate full-time seniority list. T/A

Any employees working thirty (30) days within a ninety (90) day period shall be placed on the part time seniority roster except during the period of October 31<sup>st</sup> through December 31<sup>st</sup>. T/A

Full-time employees on lay-off for more than four (4) consecutive days may bump up to two more junior part-time employees and fill the part-time shift(s). Employees will perform such work at their current rate of pay. A laid-off full-time employee will be permitted to return to a full-time status (active or on layoff) upon five (5) days' notice to the Employer. T/A

Part-timers scheduled for work shall be guaranteed three (3) hours of work. T/A

ARTICLE 34. SICK LEAVE

T/A  
34.1 Allocation

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 to DHL at least **Two (2)** hour before starting time and provided DHL 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 DHL 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. T/A

Employees hired after date of ratification of the 1985-88 Agreement shall receive nine (9) 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.

**Full time employees who have a 5x8's bid shall receive eight (8) hours of straight time pay and employees who have a 4x10's shall receive ten (10) hours of straight time for each day of sick leave paid.** T/A

**Part-time employees shall receive three (3) hours of straight time pay for each day of sick leave paid.** T/A

**34.2 Injury.** [NO CHANGE]

**34.3 Pyramiding.** [NO CHANGE]

**34.4 Integration** [NO CHANGE]

**34.5 Work Comp After Care Medical Treatment.** [NO CHANGE]

**34.6 Sick Leave Employee Lay-Off - Letter of Understanding** [NO CHANGE]

**ARTICLE 35. HOLIDAYS**

**35.1 Paid Holidays.**

The following days shall be observed:

New Year's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Day before Christmas; Christmas Day Employee's Birthday; Employee's Anniversary Date; Personal Holiday (see Note).

Full time employees qualifying for holiday pay shall receive eight (8) hours straight time pay **for employees working a 5x8's work week and ten (10) hours of straight time pay for employees working a 4x10's work week and part-time employees qualifying for holiday pay shall receive four (4) 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. T/A

Any employee who reports for work and is put to work thirteen (13) days (**ten (10) days for drivers with a 4x10 bid**) 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. T/A

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.

**Part-time employees who qualify for holiday pay shall receive four (4) hours of straight time pay.** T/A

NOTE: Personal Holiday

The following rules are applicable to the additional paid Personal Holiday effective April 1, 1980:

35.1(a) [NO CHANGE]

35.1(b) [NO CHANGE]

**35.1(c)** [NO CHANGE]

**35.2** [NO CHANGE]

If the employee's birthday or anniversary date fall in the middle of the week (Tuesday through Thursday), he/she shall have the option of taking the Monday or Friday off during that week, provided he/she notifies the Company one week in advance. No employee shall work his/her birthday, anniversary day, or other designated day in lieu of said holiday unless it is mutually agreed upon. In arranging such optional holidays, it is agreed that the Employer's operation shall not be impaired because an excessive number of employees specify the same optional holiday date. In such event, the Employer shall permit not less than twenty percent (20%) of their work force to take such holiday on the same day. In such cases seniority shall govern the selection of employees granted such holiday. No seniority claim shall be recognized because an employee has taken an optional holiday.

**ARTICLE 36. VACATIONS-**

**36.1 Vacation Entitlement** T/A

Subject to the thirteen (13) day qualification period outline below:

Employees vacation entitlement:

YEARS OF SERVICE	FULL-TIME		PART-TIME	
	AMOUNT OF WEEKS AND WORKING DAYS	STRAIGHT TIME HOURS PAID	AMOUNT OF WEEKS AND WORKING DAYS	STRAIGHT TIME HOURS PAID
1 year less than 3	2 weeks or 10 days	96 hours	1 weeks or 5 days	20 hours

years

<b>3 years less than 10 years</b>	<b>3 weeks or 15 days</b>	<b>135 hours</b>	<b><u>2</u> weeks <u>10</u> days</b>	<b><u>40</u> hours</b>
<b>10 years</b>	<b>4 weeks or 20 days</b>	<b>180 hours</b>		
<b><u>20</u> years</b>	<b>5 weeks or 25 days</b>	<b>225 hours</b>		
<b><u>30</u> years</b>	<b>6 weeks or 30 days</b>	<b>270 hours</b>		

36.9(b) [NO CHANGE]

### ARTICLE 37. PENSIONS

The Employer shall contribute to the Western Conference of Teamsters Pension Trust Fund for all employees covered by this Agreement the amount listed below for each compensable hour up to a maximum of two thousand eighty (2080) hours per calendar year. Teamsters Local 2785 members their pension rate will be determine in accordance with 42.3 Health and Welfare. T/A

#### 37.1 Employer Contributions

Pension Plan hourly contribution rate schedule is as follows:

<u>EFFECTIVE</u>	<u>ACCURAL RATE</u>	<u>PEER/80 RATE</u>	<u>TOTAL RATE</u>
<u>April 1, 2017</u>	<u>\$8.91</u>	<u>\$1.47</u>	<u>\$10.38</u>
<u>April 1, 2018</u>	<u>\$9.30</u>	<u>\$1.53</u>	<u>\$10.83</u>
<u>April 1, 2019</u>	<u>\$9.68</u>	<u>\$1.60</u>	<u>\$11.28</u>
<u>April 1, 2020</u>	<u>\$10.07</u>	<u>\$1.66</u>	<u>\$11.73</u>
<u>April 1, 2021</u>	<u>\$10.46</u>	<u>\$1.72</u>	<u>\$12.18</u>

Employees with ten (10) years of service or more regardless of their anniversary date, shall be able to schedule all weeks within the selection year prior to anniversary date.

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.

#### 37.1(a) Sorters Part-time (Non-Drivers Only)

Pension Plan hourly contribution rate schedule is as follows:

<u>EFFECTIVE</u>	<u>ACCURAL RATE</u>	<u>PEER/80 RATE</u>	<u>TOTAL RATE</u>
<u>April 1, 2017</u>	<u>\$1.72</u>	<u>\$0.28</u>	<u>\$2.00 T/A</u>

**36.2 Payment** [NO CHANGE]

**36.3 Vacation Periods** [NO CHANGE]

**36.4 Usage Requirement** [NO CHANGE]

**36.5 Rescheduling** [NO CHANGE]

**36.6 Military Clause** [NO CHANGE]

#### **36.7 Posting**

**Vacation list** shall be posted not later than March 1 of each year. For choice of vacations, once a vacation list is posted, one (1) week is allowed for the first twenty-five percent (25%) on the seniority list; one (1) week allowed for the second twenty-five percent (25%) on the seniority list; one (1) week allowed for the third twenty-five percent (25%) on the seniority list and one (1) 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.

At least 60 days before any unit-wide wage increase is to become effective as scheduled under this Agreement, the Union may provide written notice to the Employer that such unit-wide wage increase shall instead be irrevocably paid as additional contributions to the Western Conference of Teamsters Pension Trust. **Diversion of wages must be agreed to by all Locals covered by this Agreement. T/A**

**36.8 Disability Effect** [NO CHANGE]

**36.9 Single Day Increments** [NO CHANGE]

36.9(a) [NO CHANGE]

**37.2 Disputes** [No Change]

**37.3 Payments During Periods of Absence** [No Change]

**37.4 Acceptance of Trust** [No Change]

**37.5 Delinquent Contributions** [No Change]

**37.6 Posting Notice** [No Change]

**37.7 Rights to Audit** [No Change]



**ARTICLE 38. TEAMSTERS SUPPLEMENTAL  
BENEFIT TRUST FUND**

**38.1 Contribution**

**38.2 Payments During Periods of Absence** [NO CHANGE]

**38.3 Exemption** [NO CHANGE]

**38.4 Acceptance of Trust** [NO CHANGE]

**38.5 Delinquent Contribution** [NO CHANGE]

**38.6 Posting Notice** [NO CHANGE]

**38.7 Joint Committee** [NO CHANGE]

**38.8 Rights to Audit** [NO CHANGE]

**ARTICLE 39. MISCELLANEOUS PROVISIONS**

**39.1 Pay Periods** [NO CHANGE]

**39.2 Uniforms** [NO CHANGE]

**39.3 Protective Clothing** [NO CHANGE]

**39.4 Incapacitated Drivers** [NO CHANGE]

**39.5 Bereavement Leave**

This Section 5 applies to **all** employees on the seniority list.  
T/A

In the event of a death in the family, a regular employee shall be entitled to a maximum of three (3) days off **and if over 350 miles four (4) days off** with pay to attend the funeral or memorial/celebration of life service, subject to the following provisions: T/A

**39.5(a)** The relatives designated shall include father, mother, wife, husband, **domestic partner**, 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. **Employees are entitled to one (1) paid day for grandparents.** T/A

**39.5(b)** [NO CHANGE]

**39.5(c)** Pay for compensable leave under this section shall be for eight (8) hours at the straight-time hourly rate **for employees working 5x8's and ten (10) hours at the straight-time hourly rate for employees working 4x10's.** T/A

**39.5(d)** [NO CHANGE]

**39.5(e)** When it is necessary to travel in excess of 350 miles to attend a qualifying funeral or memorial/celebration of life service, the day following the funeral may be included as one (1) of the three (3) days paid leave and in addition the employee is eligible for one (1) additional day of -paid leave .  
T/A

**39.6 Company Rules** [NO CHANGE]

**39.7 Customer Supplies** [NO CHANGE]

**ARTICLE 40. Maintenance Standards**

**40.1 Definitions** [NO CHANGE]

**40.2 Local Standards.** [NO CHANGE]

**40.3 Extra Contract Agreements** [NO CHANGE]

**40.4 New Equipment** [NO CHANGE]

**ARTICLE 41. HEALTH AND WELFARE COVERING  
JC 7 LOCALS**

**The Employer, subject to this Agreement, shall pay into the Health and Welfare Trust designated by each Local Union the amount necessary to maintain all the benefits (Health and Welfare, including Major Medical, Dental, Pharmaceutical, Vision Care, Group Life Insurance, Retiree Benefits, Wage Continuation, etc.), in effect April 1, 2017, at a cost to be determined actuarially by the Trust Fund. Maintenance of Benefits shall be in accordance with the provisions outline below.** T/A

**HEALTH AND WELFARE COVERING LOCALS 70**

**41.1 Payments**

**41.1(a)** Effective April 1, 2017, contributions must be made to the East Bay Drayage Drivers Security Fund Trust Commencing with the 1st day of **April 2017**, and on the 1<sup>st</sup> day of each **calendar month and shall be paid not later than the tenth (10<sup>th</sup>) day of the same month** remaining contract year through **out the term of this Agreement.** T/A

**41.1(b)** The Employer agrees to fully maintain the benefits as set forth in Plan 202 **and Plan 2016** (described in the East Bay Drayage Drivers Security Plan booklet having application as of **January 2012**) at a cost to be determined actuarially **for all classifications. Part-time Sorters will participate in Plan 2016 current cost \$1593.00 per month.** T/A

41.1(c) [NO CHANGE]

41.1(d) [NO CHANGE]

41.1(e) [NO CHANGE]

**41.2 Casual Employee's Health and Welfare**

Effective on the date 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 10<sup>th</sup> of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective August 1, **2017**-\$2.00 per hour. **(This only applies if the employee does not work enough hours to trigger their health and welfare benefit).** T/A

The hourly rate for health and welfare on casuals will not exceed \$2.00 per hour during the life of this Area Supplement.

The health and welfare benefit trigger **for full-time employees shall be eighty (80) hours per month and for** part-time employees shall be sixty (60) hours per month. T/A

**41.3 Posting Notice** [NO CHANGE]

**41.4 Letter of Understanding** [NO CHANGE]

## **LOCAL 2785 HEALTH AND WELFARE**

### **42.1 Health and Welfare Plan**

Employees represented by Local 2785 under this Area Supplement are presently participants in Plan 1-85 of the Teamsters Benefit Trust, and it is the intention of the parties that such employees continue such coverage for the term of this Area Supplement. **The Part-time Sorters only will participate in Teamster Benefit Trust Plan 5A with current monthly cost of \$1,672.** 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 fund's programs. T/A

### **42.2. Employee Benefit Programs**

The employee benefit programs which are presently in effect for active employees, and which shall continue during the term of this Area Supplement 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 Area Supplement subject to such modifications as the Trustees of the Fund may make based on the availability of funds for such programs.

### **42.3 Contributions**

Effective August 1, **2017**, contributions, including any contributions pursuant to Article 20. Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, must be made to the Fund for each employee, including casual employees who complete eighty (80) hours (**sixty (60) hours for Part time Sorters**) straight time employment in the previous calendar month. Said contribution shall be made on or before the tenth (10<sup>th</sup>) day of the month following which the hours are worked. T/A

Commencing with the 1<sup>st</sup> day of August, **2017**, and on the 1st day of August in each remaining contract year through August 1, **2022**, the contribution amounts shall be increased by the amount directed by the Area Co-Chairs **and Local 2785 as agree below:** T/A

**August 1, 2017 \$1.00**

**August 1, 2018 \$1.00**

**August 1, 2019 \$1.50 (\$0.50 bankable)**

**August 1, 2020 \$1.00**

**August 1, 2021 \$1.50 (\$0.50 bankable)**

**The yearly negotiated increases above will first be allocated to Health and Welfare and then the remainder will be directed to the Western Conference of Teamsters Pension** pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in the article and section. **In particular, if the increase in applicable Health and Welfare contribution rates in the benefit years beginning August 1, 2019; August 1, 2020; or August 1, 2021, is \$.75 per hour or more, Local 2785 shall have the option to designate up to \$.25 per hour (or the maximum amount remaining in the additional \$.50 allocations set forth above, whichever is less) to fund additional pension contributions during that year.** T/A

Employees (casual, probationary or regular) who work less than eighty (80) hours in a calendar month shall have contributions made, including any contributions pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, 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 (10<sup>th</sup>) day of the month following the month in which the hours are worked. Such contribution shall cover said employee under the Fund's program for casual employees in accordance with the rules and provisions of such program. The health and welfare benefit trigger for part-time employees shall be sixty (60) hours per month. T/A

Negotiated increases for employee benefits under Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, shall be allocated to the Fund in an amount to be determined by the Union.

If during the term of this Area Supplement 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 Local 85, the parties agree to refer the issues to the Negotiating Committee. The Committee will study the issues and make a report and recommendation 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 Agreement.

#### 42.4 Miscellaneous

### HEALTH AND WELFARE COVERING LOCALS 70

#### 41.1 Payments

41.1(a) Effective April 1, 2017, contributions must be made to the East Bay Drayage Drivers Security Fund Trust Commencing with the 1st day of **April 2017**, and on the 1<sup>st</sup> day of each **calendar month and shall be paid not later than the tenth (10<sup>th</sup>) day of the same month** remaining contract year through **out the term of this Agreement**. T/A

41.1(b) The Employer agrees to fully maintain the benefits as set forth in Plan 202 **and Plan 2016** (described in the East Bay Drayage Drivers Security Plan booklet having application as of **January 2012**) at a cost to be determined actuarially **for all classifications. Part-time Sorters will participate in Plan 2016 current cost \$1593.00 per month**. T/A

41.1(c) [NO CHANGE]

41.1(d) [NO CHANGE]

41.1(e) [NO CHANGE]

#### 41.2 Casual Employee's Health and Welfare

Effective on the date 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 10<sup>th</sup> of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective August 1, **2017**-\$2.00 per hour. **(This only applies if the employee does not work enough hours to trigger their health and welfare benefit)**. T/A

The hourly rate for health and welfare on casuals will not exceed \$2.00 per hour during the life of this Area Supplement.

The health and welfare benefit trigger **for full-time employees shall be eighty (80) hours per month and for** part-time employees shall be sixty (60) hours per month. T/A

41.3 Posting Notice [NO CHANGE]

41.4 Letter of Understanding [NO CHANGE]

42.4(a) [NO CHANGE]

42.4(b) [NO CHANGE]

42.4(c) [NO CHANGE]

### LOCAL 287 HEALTH AND WELFARE

#### 42.1 Payments

42.1(a) Effective August 1, **2017**, the Employer shall pay contributions, including any contributions pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, into the Teamsters benefit Trust Plan I-A **and RSP Gold**. T/A

Commencing with the 1<sup>st</sup> day of August, **2017**, and on the 1st day of August in each remaining contract year through August 1, **2022**, the contribution amounts shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in the article and section.

42.1(b) The Employer agrees to fully maintain the benefits as set forth in Plan I-A **and TBT 5A** (described in the Teamsters Benefit Trust Plan booklet having application as of April 1, 2008) at a cost to be determined actuarially. **Part-time Sorters will participate in TBT Plan 5-A current cost \$1672.00 per month**. T/A

42.1(c) [NO CHANGE]

42.1(d) Following ratification of this Area Supplement, Local 287 will conduct a vote to determine if its members wish to continue the Retirement Security Plan (RSP). In the event a majority elects to remain in the plan, DHL will contribute \$60/month to the fund for each employee who receives health and welfare benefits and will **weekly** deduct any additional required contributions from the employees on a pre-tax basis, if allowed under state and federal law **and forward the monies to the trust monthly. (Weekly deductions will begin within six (6) months of ratification.)** Where laws require written authorization by the employee, the same is to be furnished in the form required. The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization. For each employee who has completed such authorization and who receives health and welfare benefits, DHL shall pay \$60.00/month toward the RSP. T/A

42.1(e) [NO CHANGE]

42.1(f) Delinquent Contributions [NO CHANGE]

#### **42.2 Eligibility**

**42.2(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. The health and welfare benefit trigger for part-time employees hired after, shall be sixty (60) hours per month. T/A

42.2(b) [NO CHANGE]

42.2(c) [NO CHANGE]

#### **42.3 . Casual Employee's Health and Welfare**

Effective on the date 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 (10<sup>th</sup>) of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective August 1, **2017**- \$2.00. per hour. **(This only applies if the employee does not work enough hours to trigger their health and welfare benefit).** T/A

The hourly rate for health and welfare on casuals will not exceed \$2.00 per hour during the life of this Area Supplement. T/A

#### **42.4 Acceptance of Trust [NO CHANGE]**

42.4 (a) Letter of Understanding [NO CHANGE]

#### **42.5 Disputes [NO CHANGE]**

#### **42.6 Rights to Audit [NO CHANGE]**

#### **42.7 Posting Notice [NO CHANGE]**

### **LOCAL 665 HEALTH AND WELFARE**

#### **43.1 Payments**

43.1(a) Effective August 1, **2017**, contributions, including any contributions pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement must be made to the plan known as Teamsters Benefit Trust Plan 1. **Part-time Sorters will participate in Plan 5-A.current cost \$1672.00 per month.** Commencing

with the 1<sup>st</sup> day of August, **2017**, and on the 1<sup>st</sup> day of August in each remaining contract year through August 1, **2022**, the contribution amounts shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in the article and section. T/A

**43.1(b)** The Employer agrees to fully maintain the benefits as set forth in T.B.T. Plan 1 plan booklet at a cost to be determined actuarially. **Part-time Sorters will participate in Plan 5-A current cost \$1672.00 per month.** T/A

**43.1(c)** It is the objective of the parties to maintain for the term of this Area Supplement the benefits of Plan T.B.T. **Plan 1 and TBT Plan 5A.** 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 Area Supplement. T/A

43.1(d) [NO CHANGE]

43.1(e) [NO CHANGE]

#### **43.2 Casual Employee's Health and Welfare**

Effective on the date 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 10<sup>th</sup> of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective August 1, **2017** - \$2.00 per hour. **(This only applies if the employee does not work enough hours to trigger their health and welfare benefit).** T/A

The hourly rate for health and welfare on casuals will not exceed \$2.00 per hour during the life of this Area Supplement. T/A

The health and welfare benefit trigger for part-time employees shall be sixty (60) hours per month. T/A

#### **43.3 Posting Notice [No Change]**

43.4 Letter of Understanding [No Change]

### **LOCAL 912 HEALTH AND WELFARE**

#### **44.1 Employer Contributions**

The Employer shall make monthly contributions to **Teamsters Benefit Trust Health and Welfare Plan for Teamsters Benefit Trust Plan 1 and TBT Plan 5A for each eligible employee who works under this Agreement. Part-time Sorters will participate in Plan 5-A current cost \$1672.00 per month.** T/A

**The Employer agrees to fully maintain the benefits as set forth in Teamsters Benefit Trust Plan 1 and Plan V-A for the life of the Agreement.** T/A

**44.1(a)** Regular employees: Effective August 1, **2017**, contributions, including any contributions pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, must be made for each regular active employee (not on letter of layoff) who receives sixty (60) hours of compensation or more in the previous month. T/A

Commencing with the 1<sup>st</sup> day of August, **2017**, and on the 1st day of August in each remaining contract year through August 1, **2022**, the contribution amounts shall be increased by the amount directed by the Area Co-Chairs pursuant to Article 20, Section 1 of the DHL-Teamsters Pick-Up and Delivery Operational Supplement, subject to the contribution increase cap set forth in the article and section. T/A

**44.1(b)** Casual employees:

Effective August 1, **2017** - \$2.00.00 per hour. **(This only applies if the employee does not work enough hours to trigger their health and welfare benefit).** T/A

The hourly rate for health and welfare on casuals will not exceed \$2.00 per hour during the life of this Area Supplement. T/A

44.1(c) [NO CHANGE]

44.1(d) [NO CHANGE]

44.1(e) [NO CHANGE]

**44.2 Eligibility and Benefits** [NO CHANGE]

**44.3 Acceptance of Trust Agreement** [NO CHANGE]

**44.4 Delinquent Contributions** [NO CHANGE]

**44.5 Payments During Periods of Absence** [NO CHANGE]

**44.6 Disputes** [NO CHANGE]

**44.7 Changes in the Health and Welfare Program** [NO CHANGE]

**44.8 Payroll Audits** [NO CHANGE]

#### **ARTICLE 45. TERMINATION CLAUSE**

The terms of this Joint Council No. 7 Supplemental Agreement shall be adhered to when there is conflicting language with the National Agreement. This Supplemental Agreement shall prevail over the provisions of the National Agreement and the Pick-Up and Delivery Operational Supplement with the exception of Article 4 Subcontracting and Work Preservation and Article 9 Scope and Assignment of Unit Work.

**For the Period of April 1, 2017 through March 31, 2022**