

**JC 7 Pick-up and Delivery Regional Supplement**

**Between**

**DHL EXPRESS**

**And**

**TEAMSTERS LOCALS  
70, 2785, 853, 315, 665, & 890**

**Effective**

**April 1, ~~2022~~2017 to March 31, ~~2026~~2022**

## 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, ~~853 and~~, 890. 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, ~~2026~~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, ~~2022~~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. **TA 4/20**

## ARTICLE 22. HIRING PROCEDURE

### 22.1. License Requirements

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

It will be DHL's 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.

Where necessary for performance of an employee's job duties, DHL agrees to pay the cost of all examinations required by the United States Transportation Safety Administration, as well as for the time necessary to complete such examinations. If the employer requires (senior may, junior must) that an employee obtain a commercial driver's license or additional endorsements, the ~~Employer employee~~ shall be required to reimburse the employee for the cost of ~~pay for~~ such CDL and endorsements, and the employer shall, upon completion of certification, reimburse the employee for the out-of-pocket cost to attend and successfully complete a training course provided by a driving school that has been selected and approved by the Employer. ~~pay that employee the one-time sum of \$350.00.~~ DHL shall not pay for the cost of renewal of the CDL and/or additional endorsements.

When the Company anticipates that it may need additional Class A or B Drivers, in the near future, it will post at the Terminal for a period of five (5) days the number and type of classifications for interested employees to sign the posting. The Company will offer to reimburse the out of pocket cost for the CDL, endorsements and training as set forth above by seniority among the interested

employees who have obtained their Learners Permit up to the number of anticipated drivers identified in the posting. Nothing in this paragraph shall prevent the Company from posting a bid or filling a vacancy per the contract for a Class A or Class B position that unexpectedly becomes available. T/A 4/17

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, [email](#) 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. **TA 1/25**

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 they 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.

#### **22.5. Notification**

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

22.5(b) Regular Employees - If the Local Hiring Hall is unable to furnish qualified regular workers within forty-eight (48) hours after an Employer calls for them, DHL shall be free to procure the workers from any other source. In such event, DHL shall, within twenty-four (24) hours of the time of hiring, notify in writing, or [email](#) the Local Union maintaining the hiring hall in that area, of the name, address, social security number, and place of last employment of any workers so hired. **TA 1/25**

**22.6. Preferred** **NO CHANGE**

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 NO CHANGE**

23.1. Establishing Seniority **NO CHANGE**

23.2. Application of Seniority **NO CHANGE**

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

23.4 Rehire Procedure **NO CHANGE**

23.5. Filling All Positions **NO CHANGE**

23.6. Integrated Seniority **NO CHANGE**

**23.7. Bidding**

23.7(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/she shall continue to be compensated at the higher wage scale if seniority is not observed in his/her reassignment. However, when an employee at his own request is placed in a lower classification, he/she shall be paid at the rate of pay of the lower classification.

Classifications to be bid are:

Hostlers

Class A Heavy Duty (3 axle or more) **T/A 1/25**

Class B **T/A 1/25**

Forklift

Class C Light Duty (2 axle or more) **T/A 1/25**

Sorter, (Part-time, Non-Driving)

23.7 (b) through 23.7 (f) **NO CHANGE**

### **23.8. Seniority List**

The Union shall be entitled to a seniority roster every six (6) months or upon reasonable written or email request by the local signatory to this Agreement, which shall include individual's names and the last four digits of their Social Security numbers. A seniority roster without the Social Security numbers shall be posted every six (6) months at the terminal. **TA 1/26**

## **ARTICLE 24. DISCHARGE OR SUSPENSION **NO CHANGE****

## **ARTICLE 25. DISCRIMINATION **NO CHANGE****

## **ARTICLE 26. GRIEVANCE PROCEDURE**

**26.1 A. Initial Handling **NO CHANGE****

**26.1B. Time Limitation **NO CHANGE****

### **26.2 Joint Council 7/DHL Labor Management Committee**

There shall be a Joint Council 7/DHL 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 DHL. 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 DHL 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. Grievances involving a discharge shall be heard by the JC7 / DHL Labor Management Committee within thirty-five (35) days of the Union's appeal if the employee is off the job or ninety (90) days if the employee remains on the job. If the Committee is not scheduled for hearing during that period, the Parties agree to hold an emergency committee to address the discipline case(s) within such time frame. The Parties will use their best efforts to have the emergency committee hearings to be conducted in person. However, in the event that conflicts with other pre-scheduled committee hearings or other Union/Company business prevent all participants from attending in person. The hearing may be conducted virtually provided that at least one (1) Company and one (1) Union representative is in person for the hearing. **T/A 7/11/22**

26.2(a) through 26.2 (c ) **NO CHANGE**

- 26.3. Deadlocked Matters **NO CHANGE**
- 26.4. Use of an Impartial Arbitrator **NO CHANGE**
- 26.5. Handling of Discharges or Suspensions **NO CHANGE**
- 26.6. Selection of a Permanent Arbitrator **NO CHANGE**
- 26.7. Limitation of the Permanent Arbitrator's Authority **NO CHANGE**
- 26.8. The Compensation of the Permanent Arbitrator **NO CHANGE**

#### ARTICLE 27. LEAVE OF ABSENCE

- 27.1. Approved Leave **NO CHANGE**
- 27.2. Effect on Vacation • Holidays **NO CHANGE**
- 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**

#### 27.6. FMLA Leave

All employees who worked for the Employer a minimum of twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993. The FMLA shall apply to all operations covered by this agreement regardless of the size of the terminal at issue.

Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

1. Birth or adoption of a child or the placement of a child for foster care;
2. To care for a spouse, child or parent of the employee due to a serious health condition;
3. A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this Section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may not force an employee who has taken separate hours of unpaid leave for medical reasons to substitute those hours as accrued leave under the FMLA.

The Employer may not force an employee to substitute accrued leave for FMLA leave if the employee is receiving supplemental loss-of-time disability benefits from a benefit plan under the Agreement.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period. However, the Employer may not force an employee to use pre-scheduled vacation time as FMLA leave. T/A 4/21

## **ARTICLE 28. WORK JURISDICTION**

**28.1. Jurisdiction** **NO CHANGE**

**28.2. Work at Premises of Shippers and Consignees** **NO CHANGE**

28.3 Alternate Delivery Locations (ADL's) MOU summary of agreement. JC7 Locals and DHL have agreed to ADL's to meet customers needs and improve customer experience and grow DHL's customer base.

With ADL's, a customer may elect to have a shipment directed to a designated location rather than to the recipient's primary residence or place of business. The recipient can pick up the package at a time that is convenient, assured their shipment is safe and secure until that time. The package recipient(s) is then solely responsible for retrieval of the shipment from their ADL.

The Local Unions and Company will review the ADL Program on a quarterly basis during Quarterly JC7 Panels. Based on discussions, either party, Company or Locals, can withdraw from this Agreement via written notice within ninety (90) days after the date it was discussed/reviewed at the Quarterly JC7 Panels. T/A 6/29/22

## **ARTICLE 29. OPERATING REQUIREMENTS**

**29.1 Traffic Citations** **NO CHANGE**

**29.2. Purchase of Equipment** **NO CHANGE**

**29.3. Safe Equipment** **NO CHANGE**

## **ARTICLE 30. GENERAL PROVISIONS** **NO CHANGE**

**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**

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

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

**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 full-time employees who have completed the new-hire progression will be increased as follows:

<u>Effective Dates</u>	<u>Hourly Increase Full-Time</u>	<u>Hourly Increase Part-Time</u>
<u>April 1, 2022</u>	<u>\$2.50 per hour</u>	<u>\$1.58 per hour</u>
<u>April 1, 2023</u>	<u>\$1.25 per hour</u>	<u>\$0.63 per hour</u>
<u>April 1, 2024</u>	<u>\$1.00 per hour</u>	<u>\$0.50 per hour</u>
<u>April 1, 2025</u>	<u>\$1.00 per hour</u>	<u>\$0.50 per hour</u>

<u>Classifications</u>	<u>04/01/22</u>	<u>04/01/23</u>	<u>04/01/24</u>	<u>04/01/25</u>
<u>Courier Drivers</u>	<u>\$36.02</u>	<u>\$37.27</u>	<u>\$38.27</u>	<u>\$39.27</u>
<u>Class "C"</u>				
<u>Drivers</u>				



<u>Holding Class “B” Bid Forklift</u>		<u>\$36.27</u>	<u>\$37.52</u>	<u>\$38.52</u>	<u>\$39.52</u>
<u>Drivers Holding Class “A’ Bid Hostlers</u>		<u>\$36.77</u>	<u>\$38.02</u>	<u>\$39.02</u>	<u>\$40.02</u>
<u>Hostlers &amp; Class “A” not holding bid or performing work</u>		<u>\$36.14</u>	<u>\$37.39</u>	<u>\$38.39</u>	<u>\$39.39</u>
<u>Forklift &amp; Class “B” not holding bid or performing work</u>		<u>\$36.08</u>	<u>\$37.33</u>	<u>\$38.33</u>	<u>\$39.33</u>
<u>Classification</u>		<u>Progression Hourly Rate</u>			<u>Progression Completed</u>
			<u>Rate</u>		
<u>Sorter Part-Time</u>	<u>New Hire</u>				<u>April 1<sup>st</sup> of each year after 24 months of employment shall receive the annual increase for said year.</u>
	<u>Start Rate</u>		<u>\$19.00</u>		
	<u>12 months</u>		<u>\$19.50</u>		
	<u>24 months</u>		<u>\$20.00</u>		

T/A 6/29/22

All employees will be paid the highest classification rate performed

- 33.1 (a) Cost of Living Allowance **NO CHANGE**
- 33.1 (b) Casual Employees Wage Rate **NO CHANGE**
- 33.1(c) Full-time Progression Rate of Pay **NO CHANGE**
- 33.1 (d) Part-time Progression Rate T/A 6/29/22

Start Rate	\$19.00 per hour
12 months	\$19.50 per hour
24 months	\$20.00 per hour

- 33.2. Overtime Payment **NO CHANGE**
- 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 **NO CHANGE**
- 33.7(d) Overtime after Meal Period **NO CHANGE**
- 33.7(e) Overtime Limitations **NO CHANGE**
- 33.7(f) Four Ten Workweek **NO CHANGE**

33.8(a) Employees ~~men~~ on vacation, off due to sickness, or any other reason, excluding regular day off, day to day layoff, the day preceding a weekend, scheduled day off, 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. ~~If the Employer is still in need of additional workers they Employer will then ask these employees who were not eligible to work by seniority to work-~~ this applies only to the non-weekend scheduled day off of an employee with a 4 x 10 shift. **TA 4/20/22**

33.8(b) No shows lose place on the wheel.

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

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

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

33.8(f) Employees ~~men~~ receive wage rate for classification worked.

33.8(g) Employees ~~men~~ working on house accounts shall participate in rotation at the house account only, unless agreed to otherwise between the Union and DHL.

The Company will offer available Saturday, Sunday, and holiday work pursuant to the procedure set forth above. If such work is not accepted, the Company may direct employees to work the open shift in reverse seniority order. **TA 1/25**

### **33.9. JC 7 Full-time Employees **NO CHANGE****

#### **33.9 (a) Work on Saturdays, Sundays and Holidays**

Work on Saturdays, Sundays and Holidays shall be paid for at double time in accordance with 33.10. 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 non-biddded work shall be rotated according to full time, then part-time seniority except on specialty work which shall be assigned on the basis of mutual agreement between DHL and the Union. **TA 4/20**

### **33.10 Limited Full-Time Driving Bids Covering Weekends **NO CHANGE****

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

Monday through Friday work week.

Saturday, Sunday, and Holidays paid at time and one half (1 ½) of hourly rate. Saturday, Sunday and holiday premium work shall be rotated in accordance with the rotation wheel.

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 ½) 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.

Part time employees on the seniority list as of the [March 6, 2018 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 **TA 1/25**

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.

No back-to-back or split shifts.

The Company will continue to maintain one (1) full time dock/driver position at the Fremont and San Francisco, [Watsonville](#), and Oakland facilities for such period of time it is operating in those facilities. The full-time dock/driver is required to hold a Class B license in order to perform the driving functions of the job. **T/A 7/11/22**

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.

## **ARTICLE 34. SICK LEAVE**

### **34.1 Allocation**

Effective April 1, 1982, all employees shall receive eleven (11) days of sick leave with pay [April first \(1<sup>st</sup>\) of each calendar](#) 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) hours 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.

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.

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

**34.2 Injury** **NO CHANGE**

**34.3 Pyramiding** **NO CHANGE**

**34.4 Integration** **NO CHANGE**

### **34.5 Work Comp After Care Medical Treatment**

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 DHL of such appointment no later than the day preceding the appointment.

Where not prohibited by state law, employees who sustain occupational injury or illness shall be allowed to select a physician of their own choice and shall notify the Employer in writing of such physician. T/A 4/21

**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; [Martin Luther King Jr. 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). **T/A 6/16**

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 fall 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 (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.

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. [Part-time sorters will not be able to work a holiday before a full time employee.](#) **T/A 6/16**

NOTE: Personal Holiday

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

**35.2 Holiday Options** **NO CHANGE**

**ARTICLE 36. VACATIONS** **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.

**37.1 Employer Contributions** **T/A 6/17**

Pension Plan hourly contribution rate schedule is as follows: (Local 2785 referred to 42.3)

<u>EFFECTIVE</u>	<u>ACCURAL RATE</u>	<u>PEER/80 RATE</u>	<u>TOTAL RATE</u>
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April 1, 2022	\$8.91	\$1.47	\$10.3812.68
April 1, 2023	\$9.30	\$1.53	\$10.8313.18
April 1, 2024	\$9.68	\$1.60	\$11.2813.68
April 1, 2025	\$10.07	\$1.66	\$11.7314.18

**37.1(a) Sorters Part-time (Non-Drivers Only) T/A 6/17**

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>
April 1, 201722	\$1.9372	\$0.3228	\$2.00 \$2.50
April 1, 2023	\$2.58	\$0.42	\$3.00
April 1, 2024	\$3.01	\$0.49	\$3.50
April 1, 2025	\$3.43	\$0.57	\$4.00

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.

**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 NO CHANGE**

**ARTICLE 39. MISCELLANEOUS PROVISIONS**

### 39.1 Pay Periods

The members of the Union shall be paid weekly for their labor. No more than one (1) week's wages shall be withheld. A regular weekly payday shall be established, provided that if such payday falls on a paid holiday, the preceding workday 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. DHL 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 shall be paid straight time wages at the end of their work period provided that a responsible person is on duty and in no event later than twenty-four (24) hours after the work period ends unless otherwise mutually agreed to between the Union and Employer.

~~Parties agree to keep current practice with respect to penalty.~~

In the event of a payroll shortage equal to or greater than fifty (\$50.00), the Employer shall issue a draft upon request of the employee. Such draft shall be available by the end of the business day following the day the shortage was due but in no event later than the next regular pay day Failure to correct the shortage by the next regular pay day shall subject the Employer to pay liquated damages in the amount of eight (8) hours pay for each day of delay. T/A 6/17

39.2 Uniforms **NO CHANGE**

39.3 Protective Clothing **NO CHANGE**

39.4 Incapacitated Drivers **NO CHANGE**

39.5 Bereavement Leave **NO CHANGE**

39.6 Company Rules **NO CHANGE**

39.7 Customer Supplies **NO CHANGE**

### 39.8 Vehicle Cameras and Computer Tracking Devices

The employer may not use video cameras to discipline or discharge an employee for reasons other than theft of property, physical violence, or safety violations resulting in a major chargeable vehicular accident. If the information on the videotape is used to discipline or discharge an employee, the employer must provide the local union, prior to the hearing, an opportunity to review the videotape used by the employer to support the discipline or discharge.



The employer shall not install or use video cameras in areas of the Employer’s premises that violate the employee's right to privacy, such as in bathrooms or places where employees change clothing or provide drug or alcohol testing specimens.

All vehicles may be equipped with cameras, for the duration of this agreement., any audio recording functionality, and driver-facing cameras (including their driver recording and monitoring functionality) we’ll be disabled and rendered inoperable to prevent recording and monitoring of in-cab activities. Plus LOU that agreed to on 4/22/22 T/A

**ARTICLE 40 Maintenance Standards NO CHANGE**  
**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, 20222017, at a cost to be determined actuarially by the Trust Fund. Maintenance of Benefits shall be in accordance with the provisions outline below.

HEALTH AND WELFARE COVERING LOCALS 70, 853, (this includes 912 & 287 which is now 853). Locals 853/287/912 will maintain there current H&W until 9/01/22 at which time they will be covered and will change coverage to EBDD T/A 7/11/22

**41.1 Payments**

41.1(a) Effective April 1, 20222017, contributions must be made to the East Bay Drayage Drivers Security Fund Trust Commencing with the 1st day of April 20222017, and on the 1<sup>st</sup> day of each calendar month and shall be paid not later that the tenth (10<sup>th</sup>) day of the same month throughout the term of this Agreement.

41.1(b) The Employer agrees to fully maintain the benefits as set forth in Plan 202 current cost of \$1945.00 per month 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.

41.1(c) It is the objective of the parties to maintain for the term of this Area Supplement 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 Area Supplement

41.1(d) Such payments shall be made in addition to all wages and other compensation provided in this Area Supplement, 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.

41.1(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.

**41.2 Casual Employee's Health and Welfare NO CHANGE**

**41.3 Posting Notice NO CHANGE**

**41.4 Letter of Understanding NO CHANGE**

**LOCAL 2785 HEALTH AND WELFARE T/A 7/15/22**

**41.1 Health and Welfare Plan**

Employees represented by Local 2785 under this Area Supplement are presently participants in Plan 1-85 and RSP Silver (\$2288 and \$398.58) 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 \$1799.00~~\$1672~~. 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.

**41.2. Employee Benefit Programs NO CHANGE**

**41.3 Contributions**

Effective August 1, ~~2022~~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.

The Company will agree to contribute thirty-eight cents (\$0.38) per hour (capped at 173.33 hours per month / 1040 hours for 6-months) towards the RSP Silver Plan for Local 2785 employees participating in that Plan. These funds may only be used for the RSP Silver Plan and contributions will be discontinued if and when the Local 2785 employees cease participating in the RSP Silver Plan. The remaining one dollar (\$1.00) of unapplied H&W / Pension funds from the 2017- 2022 contract can be applied to the RSP Silver Plan contributions effective August 1, 2021. Finally, further contributions to the H&W, RSP Silver and Pension Plans will be consistent with National Economic TA. (TBD mutually agreeable implementing language and shift from 173.33 per month to 1040 per every 6 months). 7/15/22

Commencing with the 1<sup>st</sup> day of August, ~~2022~~2017, and on the 1st day of August in each remaining contract year through August 1, ~~2025~~2022, the contribution amounts shall be increased by the amount directed by the Area Co-Chairs and Local 2785 as agreed below:

August 1, <del>2022</del> 2017	\$1.00 per hour
August 1, <del>2023</del> 2018	\$1.00 per hour
August 1, <del>2024</del> 2019	\$1.00 per hour
August 1, <del>2025</del> 2020	\$1.00 per hour
August 1, 2021	<del>\$100 per hour (\$0.50 bankable)</del>

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&3 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 & Welfare contribution rates in the benefit years beginning August 1, 2019.~~

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.

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 278585, 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.

#### **41.4 Miscellaneous NO CHANGE**

~~LOCAL 853-287 HEALTH AND WELFARE~~ T/A 7/11/22

##### ~~42.1 — Payments~~

~~42.1(a) — Effective January August 1, 20222017, 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~~

~~Commencing with the 1<sup>st</sup> day of January August, 20222017, and on the 1st day of August in each remaining contract year through January August 1, 20262022, 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 5-A, and RSP Silver 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 \$1799.001672.00 per month~~

~~42.1(c) — It is the objective of the parties to maintain for the term of this Area Supplement the benefits of Plan I-A 5-A and RSP Silver. 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 Area Supplement.~~

~~42.1(d) — Following ratification of this Area Supplement, Local 853287 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. 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.~~

~~42.1(d) — Such payments shall be made in addition to all wages and other compensation provided for in this Area Supplement 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 (10<sup>th</sup>) day of the same month. The Union and the employees shall have the same rights and remedies in the event of the failure of the Employer to make such payments, as presently exist with respect to the nonpayment of wages. The liability of the Employer for the payments herein provided shall be limited to payments on behalf of its employees.~~

~~42.1(e) — 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. Where the Employer is delinquent, it shall pay all attorney fees and other costs of collection, including audit fees and expenses.~~

## ~~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.~~

~~42.2(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. Employees with a terminal illness the Employer shall continue pay the contribution for a period of twelve (12) months. 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.~~

~~42.2(c) — In all other cases, if an employee under this Area Supplement 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.~~

#### ~~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, 20222017 \$2.00 \$5.00 per hour (This only applies if the employee does not work enough hours to trigger their health and welfare benefit).~~

~~The hourly rate for health and welfare on casuals will not exceed \$5.002.00 per hour during the life of this Area Supplement.~~

#### ~~42.4—Acceptance of Trust~~

~~The Employer and each Local Union covered by this Area Supplement 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.~~

#### ~~42.4 (a)——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.~~

#### ~~42.5—Disputes~~

~~Disputes or questions of interpretation concerning the requirements to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Grievance 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 Regional Joint Grievance 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 Grievance Committee may also determine whether the Employer's claim was bona fide.~~

#### 42.6—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 Area Supplement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Area Supplement 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.~~

#### 42.7—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 665 HEALTH AND WELFARE T/A 7/11/22

#### 43.1 Payments

43.1(a) Effective August 1, ~~2022~~~~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 ~~\$1799.00~~~~\$1672.00~~ per month. Commencing with the 1<sup>st</sup> day of August ~~2022~~~~2017~~, and on the 1<sup>st</sup> day of August in each remaining contract year through August 1, ~~2026~~~~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.

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 ~~\$1799.00~~~~\$1672.00~~ per month

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.

43.1(d) Such payments shall be made in addition to all wages and other compensation provided in this Area Supplement 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.

43.1(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.

**43.2 Casual Employee's Health and Welfare NO CHANGE**

**43.3 Posting Notice NO CHANGE**

**43.4 Letter of Understanding NO CHANGE**

## ~~LOCAL 853 (Watsonville)912 HEALTH AND WELFARE~~ 7/11/22

### ~~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 \$1799.00/1672.00 per month~~

~~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.~~

~~44.1(a) Regular employees: Effective August 1, 2022/2017, 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.~~

~~Commencing with the 1<sup>st</sup> day of August, 2022/2017, and on the 1st day of August in each remaining contract year through August 1, 2026/2022, 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.~~

### ~~44.1(b)——Casual employees:~~

~~Effective August 1, 2022/2017—\$2.00 \$5.00 per hour (This only applies if the employee does not work enough hours to trigger their health and welfare benefit).~~



~~The hourly rate for health and welfare on casuals will not exceed \$5.002.00 per hour during the life of this Area Supplement.~~

~~44.1(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. All such contributions shall be paid by the tenth (10<sup>th</sup>) of each month to the appropriate administrative office as directed by the Health and Welfare Trust, subject to the provisions of Section 7, herein.~~

~~44.1(d) — The Employer agrees to fully maintain the benefits as set forth in the plan (described in the Plan booklet having application as of April 1, 20222008) at a cost to be determined actuarially.~~

~~44.1(e) — It is the objective of the parties to maintain for the term of this Area Supplement the benefits of the Plan. 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 Area Supplement.~~

#### **44.2 — 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 active 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, casuals and retirees may differ.~~

#### **44.3 — Acceptance of Trust Agreement**

~~By the execution of this Area Supplement the parties accept the provisions of the Health and Welfare Trust Agreement, as it may be revised from time to time, subject to Section 7, 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 Area Supplement.~~

#### **44.4 — 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. If the Employer is delinquent, it shall pay all attorney fees and other costs of collection, including audit fees and expenses.~~

#### **44.5 — 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. Employees with a terminal illness the Employer shall continue pay the contribution for a period of twelve (12) months. 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.~~

#### **44.6—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 Joint Area Grievance 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 Joint Area Grievance 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 Joint Area Grievance Committee may also determine whether the Employer's claim was bona fide.~~

#### **44.7—Changes in the Health and Welfare Program**

~~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 Area Supplement 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.~~

#### **44.8—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 Area Supplement, for the purpose of determining the accuracy of contributions to the Trust and adherence to the requirements; of this Area Supplement 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 45. TERMINATION CLAUSE**      **NO CHANGE**

**ARTICLE 46. TERM OF AGREEMENT**

This Agreement shall be in full force and effect from April 1, ~~2022~~2017 to and including March 31, ~~2026~~2022 and shall continue from year to year thereafter, unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

**JC-7 Pick-Up and Delivery Regional Supplement  
DHL Express (USA), Inc.**

**For the Period of April 1, ~~2022~~2017 through March 31, ~~2026~~2022**

IN WITNESS WHEREOF, the parties have set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, ~~2022~~2018, to be effective April 1, ~~2022~~2017, except as to those areas where it has been otherwise agreed between the parties.

**JOINT COUNCIL 7, INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

Bill Hoyt, JC7 Co-Chairman

\_\_\_\_\_

Bob Bell, JC7 Co-Chairman

\_\_\_\_\_

Dominic Chiovare, Business Agent Local 70

\_\_\_\_\_

Jerry Cordova, Business Agent Local 853

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Steve Lua, Business Agent Local 853

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Joseph Cilia, Sec-Treasurer Local 2785

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**DHL EXPRESS (USA), INC.**

Joe Yates, Senior Director Labor Relations:

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Philip Rinaldi, Labor Relations Manager:

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