

**JOINT COUNCIL NO. 7
BAY AREA
&
ABF FREIGHT SYSTEM, INC**

**LOCAL PICKUP AND
DELIVERY
SUPPLEMENTAL
AGREEMENT**

For the Period of

July~~April~~ 1, ~~2018~~2023 through June 30, ~~2023~~2028

**Covering Locals 70,
~~287, 315, 665,~~ 853
890, ~~912,~~ 2785**

JC7 LOCALS RESERVES THE RIGHT TO ADD TO, DELETE, OR MODIFY THESE PROPOSALS AT ANYTIME DURING THESE NEGOTIATIONS

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

This Agreement is supplemental to and becomes a part of the ABF Freight System, Inc. National Master Freight Agreement and is entered into by Joint Council No. 7 Bay Area for and in behalf of LOCAL UNIONS 70, ~~287~~, 315, 665, ~~853~~ 890, ~~912~~ and 2785 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and the undersigned ASSOCIATION on behalf of all their members who employ persons within the jurisdiction of the aforementioned Unions performing work covered by this Agreement and who have heretofore been party to or covered by a local drayage and pickup and delivery agreement with any of the aforementioned Local Unions expiring on ~~June 30, March 31, 2023~~2018 with the exception of the Trucking Management Inc. who enters into this Agreement on behalf of their members who have given power of attorney to said Association, to act as their collective bargaining agent; it being understood and agreed that this in no manner prejudices the position of the Unions that those Employers members of the Association who have not given such power of attorney to the Association and who have heretofore been party to or covered by a local drayage and pickup and delivery agreement with any of the aforementioned Local Unions are part of this single employer bargaining unit. This Agreement shall be applicable to all work performed within the scope of this Agreement under the classifications defined and set forth herein. This Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the Master Agreement for the period commencing ~~July April 1, 2023~~2018, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee. T/A 4/26/23

ARTICLE 40. HIRING PROCEDURE

- 40.1 License Requirements** NO CHANGE
- 40.2 Exclusive Hiring** NO CHANGE
- 40.3 Hiring Standard** NO CHANGE
- 40.4 Referral** NO CHANGE
- 40.5 Notification** NO CHANGE

ARTICLE 41. SENIORITY AND LAY-OFFS

41.1 Establishing Seniority

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

A new employee who works thirty (30) days in a ninety (90) day period shall obtain seniority. T/A 5/11/23

- 41.2 Application of Seniority NO CHANGE
- 41.3 Notice of Lay-Off or Reassignment NO CHANGE
- 41.4 Rehire Procedure NO CHANGE
- 41.5 Filling All Positions NO CHANGE
- 41.6 Integrated Seniority NO CHANGE
- 41.7 Bidding

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

Classifications to be bid are:

- Doubles
- Hostlers
- Heavy Duty (3 axle or more)
- Utility Employee Driver. T/A 4/27
- U-Pack Driver T/A 4/27
- Forklift T/A 4/27
- Light Duty (2 axle)
- Class "C"
- Platform

- 41.8 Seniority List NO CHANGE

ARTICLE 42. DISCHARGE OR SUSPENSION

42.1 Audio, Video and Computer Tracking Devices

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

The Company agrees that it will not, for any purpose of monitoring or recording in cab activity, use inward facing cameras, audio recorders, body sensors or biometric technology in vehicles operated by bargaining unit employees.

In vehicles that are equipped with inward facing cameras or monitoring technology, such equipment shall be covered and/or to the extent, otherwise rendered in operable.
Will accept NMFA Language if different.

ARTICLE 43. DISCRIMINATION NO CHANGE

- 43.1 Union Activities NO CHANGE
- 43.2 Non-Disabling Handicap NO CHANGE
- 43.3 Age and Sex NO CHANGE
- 43.4 Blacklisting NO CHANGE

ARTICLE 44. GRIEVANCE PROCEDURE NO CHANGE

- 44.1A Initial Handling NO CHANGE
- 44.1B Time Limitation NO CHANGE
- 44.2 Joint Council 7 Bay Area/ TMI Labor Management Committee

There shall be a Joint Council 7 Bay Area/ TMI Labor Management Committee composed of five (5) representatives and five (5) alternates selected by the Union and five (5) representatives and five (5) alternates selected by the Employer Association party to this Agreement. An alternate, or alternates, shall serve in the event regular Committee members are not available. The Committee shall formulate such rules of procedure, consistent with this Agreement as it may deem advisable and such rules of procedure will be made known to all the Parties under this Agreement.

The Union members of the Committee and the Employer Association members of the Committee shall select a secretary(s) to act as the Joint Secretary(s) for the Committee. Regular meetings of the Committee shall be held quarterly bi-monthly in the San Francisco Bay Area to pass upon matters referred to it. T/A 4/26

- 44.3 Deadlocked Matters NO CHANGE
- 44.4 Use of an Impartial Arbitrator NO CHANGE
- 44.5 Handling of Discharges or Suspensions NO CHANGE
- 44.6 Selection of a Permanent Arbitrator NO CHANGE
- 44.7 Limitation of the Permanent Arbitrator's Authority NO CHANGE
- 44.8 The Compensation of the Permanent Arbitrator NO CHANGE

ARTICLE 45. LEAVE OF ABSENCE NO CHANGE

- 45.1 Approved Leave NO CHANGE
 - 45.2 Effect on Vacation - Holidays NO CHANGE
 - 45.3 Health and Welfare When on Leave NO CHANGE
 - 45.4 Voting Time NO CHANGE
 - 45.5 Leaves of Absence for Union Activities NO CHANGE
- ARTICLE 46 PIGGY-BACK NO CHANGE**

ARTICLE 47. WORK JURISDICTION NO CHANGE
47.1 Jurisdictional Duties NO CHANGE

47.2 Work at Premises of Shippers and Consignees NO CHANGE

ARTICLE 48. OPERATING REQUIREMENTS

48.1 Use of Equipment NO CHANGE

48.2 Traffic Citations NO CHANGE

48.3 Purchase of Equipment NO CHANGE

ARTICLE 49. GENERAL PROVISIONS NO CHANGE

49.1 Rest Periods NO CHANGE

49.2 Disputed Claims NO CHANGE

49.3 Money Receipt NO CHANGE

49.4 Tarpaulin Handling NO CHANGE

49.5 Maintenance of Sanitary Facilities NO CHANGE

49.6 Telephone Calls NO CHANGE

49.7 Time Clocks NO CHANGE

49.8 Company Meetings NO CHANGE

49.9 Inspection Privileges NO CHANGE

49.10 Physical Examination and Drug Screening NO CHANGE

ARTICLE 50. LEASING AND INDEPENDENT CONTRACTORS NO CHANGE

ARTICLE 51. HEALTH & WELFARE AND PENSION DELINQUENTS NO CHANGE

ARTICLE 52. CASUAL AND EXTRA HELPERS NO CHANGE

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

53.1 Hourly Rates

Covering Locals 70, ~~287~~, 315, 665, ~~853~~, 890, ~~912~~ and 2785

CLASSIFICATIONS	CURRENT RATE	7/01/23	7/01/24	7/01/25	7/01/26	7/01/27
<u>INCREASES</u>		<u>\$3.50</u>	<u>\$0.75</u>	<u>\$0.75</u>	<u>\$0.75</u>	<u>\$0.75</u>
Light Duty Bobtail (2 axles) <u>Box Truck</u>	\$28.5044	<u>\$32.0044</u>	<u>\$32.7544</u>	<u>\$33.5044</u>	<u>\$34.2544</u>	<u>\$35.1044</u>
Class "A" & "B" Heavy Duty Semi or Bobtail (3 axles)	\$31.4959	<u>\$34.9959</u>	<u>\$35.7459</u>	<u>\$36.4959</u>	<u>\$37.2459</u>	<u>\$37.9959</u>
Class "A" Drivers (Doubles -2 trailers) Hostlers	\$31.6209	<u>\$35.1209</u>	<u>\$35.8709</u>	<u>\$36.6209</u>	<u>\$37.3709</u>	<u>\$38.1209</u>

<u>UE Driver</u>	\$32.6209	<u>\$36.1209</u>	<u>\$36.8709</u>	<u>\$37.6209</u>	<u>\$38.3709</u>	<u>\$39.1209</u>
<u>U-Pack Driver</u>	\$31.4959	<u>\$34.9959</u>	<u>\$35.7459</u>	<u>\$36.4959</u>	<u>\$37.2459</u>	<u>\$37.9959</u>
Fork-Lift or Jitney Lift Operators	\$31.4959	<u>\$35.9959</u>	<u>\$35.7459</u>	<u>\$36.4959</u>	<u>\$37.2459</u>	<u>\$37.9959</u>
Platform/Dockworker	\$31.4959	<u>\$35.99.59</u>	<u>\$35.7459</u>	<u>\$36.4959</u>	<u>\$37.2459</u>	<u>\$37.9959</u>
Casual Employees Platform/Dockworker						
Casual Drivers City and Combination						

53.1(a) Wage Progression for New Hires

CDL Qualified Employees and Mechanics:

First day: 90% of top rate

1 year: 100% of top rate

Non-CDL Qualified Employees (excluding mechanics)

First day up to two (2) years 8070% of top rate

~~1 year: 75% of top rate~~ First day plus three (3) years 90% of top rate

~~2 year: 80% of top rate~~ First day plus four (4) years 100% of top rate

~~3 year: 90% of top rate~~ NMFA T/A

~~4 year: 100% of top rate~~

53.2 Overtime NO CHANGE

53.3 Handling Special Freight NO CHANGE

53.4 Combination Work NO CHANGE

53.5 Premiums on Hazardous Cargo NO CHANGE

53.6 Hostlers NO CHANGE

53.7 Subsistence NO CHANGE

53.8 Starting-Time Shifts NO CHANGE

53.9 Show-up Pay NO CHANGE

53.10 Daily Guarantee, Meal Break, Overtime, Shift Differential NO CHANGE

53.11 Rotation-Saturday, Sunday, and Holidays NO CHANGE

53.12. Local 2785 NO CHANGE

ARTICLE 54. SICK LEAVE

54.1 Allotment NO CHANGE

- 54.2 Full Day's Pay NO CHANGE
 - 54.3 Pyramiding. NO CHANGE
 - 54.4. Carnation of Sick Pay NO CHANGE
 - 54.5 Medical Treatment NO CHANGE
 - 54.5 (a) Recall Letter of Understanding NO CHANGE
- ARTICLE 55. HOLIDAYS

55.1 Observed Holidays

The following days shall be observed:

New Year's Day; Martin Luthern King Jr. Day, President's Day; Memorial Day; Fourth of July; Labor Day; Thanksgiving Day; Day after Thanksgiving; Day before Christmas; Christmas Day. Two (2) Personal Holidays (see Note). T/A 6/9/23

Note: Personal Holiday

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

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

(b) The Employer will grant the employee the day of his choice as his personal holiday, unless an excessive number of employees have chosen the same day and granting all the requests would affect the Employer's operation. In that event, the Employer may deny the request for the day chosen and the employee may request an alternate date. This provision shall also be applicable to the scheduling of back-to-back individual holidays by line drivers as provided herein above. T/A 6/9/23

ARTICLE 56. VACATIONS NO CHANGE

- 56.1 Allotment NO CHANGE
- 56.2 Payment. NO CHANGE
- 56.3 Assignment Restrictions NO CHANGE
- 56.4 Usage Requirement NO CHANGE
- 56.5 Rescheduling. NO CHANGE
- 56.6. Military Provision NO CHANGE
- 56.7 Posting Requirement NO CHANGE
- 56.8 Payment Deferment. NO CHANGE
- 56.9 Single Day Increments.

Employees may elect to schedule up to ~~two (2)~~ three (3) weeks of accrued vacation in increments of one (1) day, or a combination thereof, subject to the following: T/A 5/11/23

(a) Employee must notify the Employer at the time of the annual bid of his/her election to schedule either one (1), two (2) or three (3) ~~week or two (2)~~ weeks of accrued vacation in incremental days.

ARTICLE 57 PENSIONS

57.1. Employer Contributions

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Pension Trust Fund for each regular or casual employee covered by this Agreement, the agreed to dollar amount listed below for each compensable hour up to a maximum of two thousand eighty (2080) hours per calendar year. Such hourly rate will be increase ~~July~~ April 1st of each calendar year as listed below.

Pension Plan hourly contributions rate schedule is as follows:

Effective Date	<u>H&W / Pension Hourly Amount</u>	Accrual Rate	PEER/80 Rate	Total Hourly Rate
4/01/18 – 6/30/23		\$5.72 per hour	\$0.94 per hour	\$6.66 per hour
7/01/2023	<u>\$0.27 / \$0.56</u>	<u>\$6.20</u>	<u>\$1.02</u>	<u>\$7.22</u>
7/01/2024	<u>\$0.--/\$0.--</u>			<u>TBD</u>
7/01/2025	<u>\$0.--/\$0.--</u>			<u>TBD</u>
7/01/2026	<u>\$0.--/\$0.--</u>			<u>TBD</u>
7/01/2027	<u>\$0.--/\$0.--</u>			<u>TBD</u>

The additional contribution for PEER/80 must at all times be 16.5% of the basic contribution rate and cannot be decreased or discontinued at any time.

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

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

NOTE: Any health & welfare and pension benefit increases resulting from these increased Employer contributions will be determined under the Benefit Plans of the appropriate Supplemental Agreements.

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

- 57.2 Disputes NO CHANGE
- 57.3 Payments During Periods of Absence NO CHANGE
- 57.4 Deductions from Rentals NO CHANGE
- 57.5 Acceptance of Trust NO CHANGE
- 57.6 Delinquent Contributions NO CHANGE
- 57.7 Posting Notice NO CHANGE
- 57.8 Joint Committee NO CHANGE
- 57.9 Rights to Audit NO CHANGE

ARTICLE 58. TEAMSTERS SUPPLEMENTAL BENEFIT TRUST FUND

- 58.1 Hourly Contribution NO CHANGE
- 58.2 Payments During Periods of Absence NO CHANGE
- 58.3 Owner NO CHANGE
- 58.4 Acceptance of Trust NO CHANGE
- 58.5 Delinquent Contributions NO CHANGE
- 58.6 Posting Notice NO CHANGE
- 58.7 Joint Committee NO CHANGE
- 58.8 Rights to Audit NO CHANGE

ARTICLE 59 MISCELLANEOUS PROVISIONS

- 59.1 Pay Periods NO CHANGE
- 59.2 Uniforms NO CHANGE
- 59.3 Protective Clothing NO CHANGE
- 59.4 Incapacitated Drivers NO CHANGE
- 59.5 Funeral / Bereavement Leave

In the event of a death in the family, (father, mother, wife, husband, brother, sister, son or daughter), a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral and shall include the day after the funeral, provided the employee’s trip home from the funeral is in excess of three hundred fifty (350) miles, and such day after the funeral would otherwise have been a compensable workday for the employee. To be eligible for funeral leave, the employee must attend or make a bona fide effort to attend the funeral, funeral burial, cremation, or other memorial service including but not limited to a later scheduled celebration of life remembrance. Pay for compensable funeral leave shall be for eight (8) hours of straight time hourly rate. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide lay-off, sick leave, holiday, worker’s compensation, or jury duty. The relatives designated shall include brothers and sisters having one parent in common; and those relationships generally called “step”, providing persons in such relationships have lived or have raised in the family home and have continued an active family relationship. In the event of a death of an employee’s current Mother-in-law, Father-in-law, or Grandparent and Grandchild the employee will be compensated one (1) day’s pay (not to exceed eight (8) hours) for the day of the funeral when the employee attends the funeral. All other rules regarding Funeral leave shall apply to this provision. T/A 5/11/23

- 59.6. Company Rules NO CHANGE
- ARTICLE 60. STANDARDS- NO CHANGE
- 60.1. Maintenance of Standards NO CHANGE
- 60.2. Extra Contract Agreements NO CHANGE
- 60.3. Work Week Reduction NO CHANGE
- 60.4. New Equipment NO CHANGE

ARTICLE 61. HEALTH AND WELFARE COVERING

NMFA Negotiated Health & Welfare Monies to be applied yearly towards Health & Welfare and Pension:

<u>Effective</u>	<u>Total Amount</u>	<u>Health & Welfare</u>	<u>Pension</u>
<u>July 1, 2023</u>	<u>\$0.83</u>	<u>\$0.27</u>	<u>\$0.56</u>
<u>July 1, 2024</u>	<u>\$0.63</u>		
<u>July 1, 2025</u>	<u>\$0.80</u>		
<u>July 1, 2026</u>	<u>\$0.99</u>		
<u>July 1, 2027</u>	<u>\$1.21</u>		

The hourly amount first goes towards Health & Welfare, then the remainder of the hourly increase will be applied to Pension.

LOCALS 70
Health & Welfare

61.1. Payments

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

Effective July 1, 2023~~April 1, 2018~~ is \$1945~~1920~~.00 Plan 202

61.2. Casual Employee's Health and Welfare

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

Effective July 1, 2023~~April 1, 2018~~ - \$2.00 per hour.

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

61.3. Posting Notice NO CHANGE

**LOCAL 2785
HEALTH AND WELFARE**

Section 1. Health and Welfare Plan NO CHANGE

Section 2. Employee Benefit Programs NO CHANGE

Section 3. Contributions

Effective ~~April 1, 2013~~ July 1, 2023 a contribution to the Fund in the amount of ~~\$1869.00~~ \$2087.00 shall be made by the Employer for each employee, including casual employees who complete eighty (80) hours straight time employment in the previous calendar month. Said contribution shall be made on or before the tenth (10th) day of the month following which the hours are worked.

Employees (casual, probationary or regular) who work less than eighty (80) hours in a calendar month shall have the sum of ~~\$10.78~~ \$12.04 for each hour worked, or the amount of the current contribution for employees who worked eighty (80) or more hours in a month divided by 173.3, whichever is greater, contributed to the Fund on their behalf by the Employer on or before the tenth (10th) day of the month following the month in which the hours are worked. Such contribution shall cover said employee under the Funds program for casual employees in accordance with the rules and provisions of such program.

**Section 4. Miscellaneous
LOCAL ~~853287~~
HEALTH AND WELFARE**

Section 1. Payments

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

Effective ~~April 1, 2018~~ July 1, 2023 is ~~\$1672~~ \$1844 (Based on ~~March~~ June hours for TBT Plan 5-A.

Section 2. Eligibility NO CHANGE

Section 3. Casual Employee's Health and Welfare

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

employed by the Employer. Said payment shall be made by the tenth (10th) of the following month by individual checks sent to the employee's home address as registered with the Employer.

Effective ~~July 1, 2023~~April 1, 2018 - \$2.00 per hour.

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

Section 4.	Acceptance of Trust	<u>NO CHANGE</u>
Section 5.	Disputes	<u>NO CHANGE</u>
Section 6.	Joint Committee	<u>NO CHANGE</u>
Section 7.	Rights to Audit	<u>NO CHANGE</u>
Section 8.	Posting Notice	<u>NO CHANGE</u>

**LOCAL 315
HEALTH AND WELFARE**

Section 1. Payments

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

Effective ~~July 1, 2023~~April 1, 2018 - ~~\$23452125~~ (Based on ~~June~~March hours).

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

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

(c) Notwithstanding any other provisions of this Agreement it is the objective of the parties to maintain for the term of this Agreement the benefits in effect under the Health and Welfare TBT Plan I as of March 31, 2018. The negotiating committees of the parties, however, shall have the authority upon their mutual agreement to modify the existing plan, including the right to merge with or participate in other Health and Welfare Trust programs as may be essential to maintain a proper relationship of the cost of such programs to the total labor costs under this Agreement.

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

Section 2. Eligibility NO CHANGE
Section 3. Payments During Periods of Absence NO CHANGE
Section 4. Deductions from Rentals NO CHANGE
Section 5. Posting Notice NO CHANGE
Section 6. Casual Employee's Health and Welfare

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

Effective ~~July 1, 2023~~April 1, 2018 - \$2.00 per hour

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

**LOCAL 665
HEALTH AND WELFARE**

Section 1. Payments NO CHANGE

Section 2. Casual Employee's Health and Welfare

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

Effective ~~July 1, 2023~~April 1, 2018 - \$2.00 per hour.

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

Section 3. Posting Notice NO CHANGE

**LOCAL 890 ~~/912~~
HEALTH AND WELFARE**

Section 1. Employer Contributions

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

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

Effective ~~July 1, 2023~~~~April 1, 2013~~ ~~\$781.69~~ ~~\$2234.89~~ per month

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

Effective ~~July 1, 2023~~~~April 1, 2013~~ - ~~\$26.80~~~~17.20~~ per tour of duty

Section 2. Eligibility and Benefits	<u>NO CHANGE</u>
Section 3. Acceptance of Trust Agreement	<u>NO CHANGE</u>
Section 4. Delinquent Contributions	<u>NO CHANGE</u>
Section 5. Payments During Periods of Absence	<u>NO CHANGE</u>
Section 6. Deductions from Rentals	<u>NO CHANGE</u>
Section 7. Disputes	<u>NO CHANGE</u>
Section 8. Changes in the Health and Welfare Program	<u>NO CHANGE</u>
Section 9. Payroll Audits	<u>NO CHANGE</u>

ARTICLE 62. TERMINATION CLAUSE

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

NEGOTIATING COMMITTEE

FOR THE EMPLOYEES:

Dominic Chiovare Local 70
Ron Seamans, Sr. IBT

FOR THE EMPLOYER:

Matt Turrieta, Co-Chairman
Pete Rokich
David Evans
Michael John
Gary Caldwell

IN WITNESS WHEREOF the undersigned do duly execute the Joint Council No. 7 Bay Area Supplemental Agreement set forth herein this 1st day of ~~July 1, 2023~~~~April, 2018~~ be effective as of the 1st day of ~~April 2018~~.

BY: JOINT COUNCIL NO. 7
Dominic Chiovare Local 70

FOR ABF FREIGHT
Matt Turrieta, Co-Chairman

Union Negotiating Committee (Signed)

Dominic Chiovare, CO-CHAIRMAN

Matt Turrieta, CO-CHAIRMAN

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) is for the purpose of setting forth the agreement reached by Joint Council 7 (Union), on behalf of affiliated Local Unions, and ABF Freight (the Employer).

~~HEALTH & WELFARE CONTRIBUTIONS / WAGE INCREASES:~~

~~Effective January 1 of each year during the life of this Agreement the Company shall increase its contribution by the amount determined by the Plan to be necessary to maintain the benefits of the Plan T.B.T. Plan 5 A or East Bay Drivers Drayage Security Fund Trust Plan 202 provided that such increase shall not to exceed an annual contribution rate increase of eleven (11) percent over the contribution for the previous year. In any year when the Plan determines that the necessary rate increase is less than the full eleven (11) percent cap shall be converted to an hourly amount and all hourly wage rates shall be increased by such amount. For the purposes of this provision, the required Health and Welfare Contribution shall be based upon the highest increase requested by the Health and Welfare trust funds covered by the JC 7 supplements and the wages increase in any given year shall be computed in accordance with the formula set out in Appendix 1.~~

~~The following language contained in Article 61 Section 1(b) covering Local 70 and contained in Section 1(a) covering Local 287 is expressly superseded and replaced by the language contained in this paragraph.~~

~~Local 70: — The Employer agrees to fully maintain the benefits as set forth in Plan 202 (described in the East Bay Drivers Drayage Security Plan booklet having application as of April 1, 2013) at a cost to be determined actuarially.~~

~~Local 287: — The Employer agrees to fully maintain the benefits set forth in the Teamsters Benefit Trust Plan 5 A for the length of the Agreement.~~

CLASS “C” DRIVERS

The Company shall be allowed to establish a Class “C” driving position at all ABF Service Centers in the ABF Joint Council 7 Supplemental area during the life of this Agreement. These positions are intended to assist with driver capacity constraints and to further reduce the use of subcontractors. It is also the intent of the Company to allow this classification to be able to upgrade and obtain a Class “A” CDL and provide driver training in which to accomplish this.

Class “C” drivers shall be paid ninety percent (90%) of the top CDL Class “A” qualified driver’s rate.

New hire progression for Class “C” driver shall be as follows:
85% of the full Class “C” rate of pay for the first 6 months of employment
90% of the full Class “C” rate of pay from 6 months to 1 year of employment
95% of the full Class “C” rate of pay from 1 year to 18 months of employment
100% of the Class “C” rate of pay after 18 months of employment

Class “C” drivers must meet the same requirements as current ABF Class “A” CDL drivers.

Class “C” driver will be on the same Service Center seniority list as all other cartage employees.

All current employees shall have the right to bid on a Class “C” CDL position that their seniority will allow.

All current Class “A” CDL employees that chose to bid on a Class “C” CDL position must maintain their current Class “A” CDL.

In the event of a lay-off, seniority shall prevail based on qualification of the driver.

While seniority shall prevail in bidding all classifications of driving jobs should a Class “A” CDL driving position go unfilled the Company has the right to force the junior most qualified Class “A” CDL employee on the unfilled Class “A” CDL position.

The Company will work with each Local Union to transition to the Class “C” bids. The Company will designate the Class “C” bids on all annual bids.

Any issues relating to the implementation of a Class “C” driving position shall be subject to the ABF JC7 grievance procedure.

FOUR (4) HOUR CASUALS (Dock Only)

Four (4) hour casuals shall not be called for less than four (4) hours work. Four (4) hour casuals shall not be worked “back to back” or overlap basis. If an Employer abuses this section through the excessive use of four (4) hour casuals to avoid payment of fringe benefits, it shall be considered a dispute to be handled through the grievance procedure.

The Company may utilize a casual anytime within twenty-four (24) hour day but must start on an established start. A casual working over four (4) hours is guaranteed six (6) hours of pay and a casual working over six (6) hours is guaranteed eight (8) hours of pay for the day.

This LOU expires with the term of the Joint Council 7 Supplemental Agreement June 30, ~~2028~~2023. T/A

AGREED TO BY THE PARTIES:
FOR THE UNION
JC7 TEAMSTERS LOCALS

FOR THE EMPLOYER:
ABF FREIGHT SYSTEM, INC

~~ROBERT BELL, CO-CHAIRMAN~~
Dominic Chiovare, CO-CHAIRMAN

~~RICK PORTER, CO-CHAIRMAN~~
Matt Turrieta, CO-CHAIRMAN

BILL HOYT, CO-CHAIRMAN

APPENDIX 1 — H&W MOB EXAMPLES AND FORMULA

Increase Effective Date January 1 based on December Hours Rate Increase not to exceed 11%	Oakland Terminal Local 70 East Bay Drivers Drayage	Per Hour Equivalent (See Note 1)	Percentage Increase	San Jose Terminal Local 287 Teamsters Benefit Trust	Per Hour Equivalent (See Note 1)	Percentage Increase
Example 1						
Current Rate	\$1920.00	\$11.077		\$1672.00	\$9.646	
Potential Maximum Increase	\$211.20	\$1.218		\$183.92	\$1.061	
Increase Necessary to Maintain Benefits	\$0.00	\$0.00	0%	\$0.00	\$0.00	0%
Participating JC7 Wage Increase		\$1.061			\$1.061	
Example 2						
Current Rate	\$1920.00	\$11.077		\$1672.00	\$9.646	
Potential Maximum Increase	\$211.20	\$1.218		\$183.92	\$1.061	
Increase Necessary to Maintain Benefits	\$43.33	\$0.250	2.3%	\$130.00	\$0.750	7.8%
Participating JC7 Wage Increase		\$0.968			\$0.311	

APPENDIX 1 — H&W MOB EXAMPLES AND FORMULA

Increase Effective Date January 1 based on December Hours Rate Increase not to exceed 11%	Oakland Terminal Local 70 East Bay Drivers Drayage	Per Hour Equivalent (See Note 1)	Percentage Increase	San Jose Terminal Local 287 Teamsters Benefit Trust	Per Hour Equivalent (See Note 1)	Percentage Increase
Example 3						
Current Rate	\$1920.00	\$11.077		\$1672.00	\$9.646	
Potential Maximum Increase	\$211.20	\$1.218		\$183.92	\$1.061	
Increase Necessary to Maintain Benefits	\$130.00	\$0.750	6.8%	\$43.33	\$0.250	2.6%
Participating JC7 Wage Increase		\$0.468			\$0.811	
Example 4						
Current Rate	\$1920.00	\$11.077		\$1672.00	\$9.646	
Potential Maximum Increase	\$211.20	\$1.218		\$183.92	\$1.061	
Increase Necessary to Maintain Benefits	\$86.67	\$0.500	4.5%	\$86.67	\$0.500	5.2%
Participating JC7 Wage Increase		\$0.561			\$0.561	

Note: (1) Monthly, daily and/or hourly contributions shall be converted from hourly contributions in accordance with past practice.

Formula for converting a monthly rate to an hourly rate: Monthly rate x 12 / 2080 hours per year.

The 2,080 hours in a year is based on 40 regular hours in a week x 52 weeks in a year.

EMPLOYEE WAGE WORKSHEET

CLASSIFICATIONS	7/01/18	H&W/Wage Adjustment 1/01/19	7/01/19 \$0.35	H&W/Wage Adjustment 1/01/20	7/01/20 \$0.40
Light Duty Bobtail (2 axles)	\$25.0285				
Class "A" & "B" Heavy Duty Semi or Bobtail (3 axles)	\$25.1549				
Class "A" Drivers (Doubles-2 trailers) Hostlers	25.2814				
Fork Lift or Jitney Lift Operators	\$25.1549				
Platform/Dockworker	\$25.0918				
Casual Employees Platform/Dockworker	\$16.25				
Casual Drivers City and Combination	\$20.7930				

CLASSIFICATIONS	H&W/Wage Adjustment 1/01/21	7/01/21 \$0.45	H&W/Wage Adjustment 1/01/22	7/01/22 \$0.50	H&W/Wage Adjustment 1/01/23
Light Duty Bobtail (2 axles)					
Class "A" & "B" Heavy Duty Semi or Bobtail (3 axles)					
Class "A" Drivers (Doubles-2 trailers) Hostlers					
Fork Lift or Jitney Lift Operators					
Platform/Dockworker					
Casual Employees Platform/Dockworker					
Casual Drivers City and Combination					

