

Joint Council No. 7 Bay Area Local Pickup and Delivery Supplemental Agreement

For the Period: April 1, ~~2008-2019~~ through March 31, ~~2013~~ 2024

covering:

The parties reserve the right to correct inadvertent errors and omissions.

Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

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

PREAMBLE

This Agreement is supplemental to and becomes a part of the YRC Freight, Inc. National Master Freight Agreement and is entered into by Joint Council No. 7 Bay Area for and in behalf of LOCAL UNIONS 70, 287, 315, 665, 890, 912 and 2785 of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, and the undersigned ASSOCIATION on behalf of all their members who employ persons within the jurisdiction of the aforementioned Unions performing work covered by this Agreement and who have heretofore been party to or covered by a local drayage and pickup and delivery agreement with any of the aforementioned Local Unions expiring on March 31, 2019 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 YRCW Master Freight Agreement, hereinafter referred to as the Master Agreement for the period commencing April 1, ~~2008~~2019, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. HIRING PROCEDURE ***NO CHANGE***

ARTICLE 41. SENIORITY AND LAY-OFFS ***NO CHANGE, EXCEPT FOR THE FOLLOWING:***

41.7 Bidding **Add Class C Box Truck**

41.8 Seniority List

The Union shall be entitled to a seniority roster every six (6) months **or whenever any changes are made** which shall include individual's

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names and Social Security numbers. A seniority roster without the Social Security numbers shall be posted every six (6) months or whenever any changes are made at the Terminal.

ARTICLE 42. DISCHARGE OR SUSPENSION

NO CHANGE

ARTICLE 43. DISCRIMINATION

NO CHANGE

ARTICLE 44. GRIEVANCE PROCEDURE
NO CHANGE, EXCEPT FOR THE FOLLOWING:

44.2 Joint Council 7 Bay Area/ TMI Labor Management Committee

There shall be a Joint Council 7/WMCI Labor Management Committee composed of ~~five (5)~~ three (3) representatives and five (5) alternates selected by the Union and ~~five (5)~~ three (3) representatives and five (5) alternates selected by the Employer Association party to this Agreement. An alternate, or alternates, shall serve in the event regular Committee members are not available. The Committee shall formulate such rules of procedure, consistent with this Agreement as it may deem advisable and such rules of procedure will be made known to all the Parties under this Agreement.

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

ARTICLE 45. LEAVE OF ABSENCE

NO CHANGE

ARTICLE 46 PIGGY-BACK

NO CHANGE

ARTICLE 47. WORK JURISDICTION

NO CHANGE

ARTICLE 48. OPERATING REQUIREMENTS

NO CHANGE

ARTICLE 49. GENERAL PROVISIONS

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

NO CHANGE, EXCEP THE FOLLOWING:

53.1 CLASSIFICATIONS.

****SEE NATIONAL ECONOMIC SUMMARY****

Add Class C Box Truck

53.1(a)

****SEE NATIONAL ECONOMIC SUMMARY****

53.1(b) Wage Progression for New Hires

****SEE NATIONAL ECONOMIC SUMMARY****

CDL

Class "A" & "B" Qualified Employees and Mechanics

First day: 90% of top rate

Upon obtaining seniority 100% of top rate.

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Non-CDL, Dock Qualified Employees
(excluding mechanics)

ARTICLE 54. SICK LEAVE

NO CHANGE, EXCEPT THE FOLLOWING:

54.1 Allotment

Employees hired after date of ratification of the 1985-88 Agreement shall receive ~~six (6)~~ **nine (9)** days of sick leave each year, effective April 1, 2019. 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.

ARTICLE 55. HOLIDAYS

55.1

NO CHANGE, EXCEPT AS FOLLOWS:

The following days shall be observed:

New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Day before Christmas, Christmas Day; Employee's Birthday, Employee's Anniversary Date and Personal Holiday Convert to 3 days sick leave.

ARTICLE 56. VACATIONS

NO CHANGE

ARTICLE .57 PENSIONS

NO CHANGE, EXCEPT THE FOLLOWING:

57.1. Employer Contributions

****SEE NATIONAL ECONOMIC SUMMARY****

ARTICLE 58. TEAMSTERS

SUPPLEMENTAL BENEFIT TRUST FUND

NO CHANGE, EXCEPT THE FOLLOWING:

58.1.

Each Employer who is covered by this Agreement shall contribute to the Western Conference of Teamsters Supplemental Benefit Trust Fund on behalf of all regular, probationary, and casual employees at the rate of ~~forty~~ **ten** cents (~~40~~**10**¢) per hour for each compensable hour (including paid vacations on the basis of forty (40) hours per week of vacation, paid holidays and used sick leave but excluding jury pay and funeral leave), not to exceed one hundred eighty (180) hours per month with a maximum of 2,080 hours per year.

ARTICLE 59. MISCELLANEOUS PROVISIONS

NO CHANGE, EXCEPT THE FOLLOWING:

59.2. Uniforms

The Employer agrees to furnish free of charge to each and every member of the Union any and all required uniforms, caps and/or hats, and further agrees that each and all said uniforms, caps and/or hats shall bear the Union label of the American Federation of Labor. The laundry and upkeep of same must be borne by the Employer. **The Employer will furnish the Employees, OSHA compliant safety shoes as needed. The employee may satisfy the requirement by wearing his/her own safety shoes, provided that he/she can demonstrate to management that the safety shoes are California-OSHA compliant.**

59.5 ~~Funeral Leave~~ Bereavement Leave

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

(a) The relatives designated shall include father, mother, grandmother, grandfather, wife, husband, brother, sister, daughter, son, brothers and sisters having one (1) parent in common, and those relationships generally called Steps providing persons in such relationships have lived or have been raised in the family home

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and have continued an active family relationship.

ARTICLE -60.

NO CHANGE

**ARTICLE 61. HEALTH AND WELFARE
COVERING LOCALS 70,
NO CHANGE, EXCEPT THE FOLLOWING:**

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 April 1, 200319 - \$

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

(b) The Employer agrees to fully maintain the benefits as set forth in plan 202 (described in the East Bay Drayage Drivers Security Plan booklet having application as of April 1, 200819) at a cost to be determined actuarially.

LOCAL 2785

HEALTH AND WELFARE

NO CHANGE, EXCEPT AS FOLLOWS:

Section 1. Health and Welfare Plan

The parties acknowledge that during the term of the most recent agreement, the ~~San Francisco Drayage Drivers and Helpers Security Funds, which provided for health and welfare coverage for members of Local 85 working under this agreement, merged with Teamsters Benefit Trust.~~ Accordingly, employees represented by Local 2785 under this agreement are presently participants in ~~Plan I-85~~TBT Plan 1 of the Teamsters Benefit Trust, and it is the intention of the parties that such employees continue such coverage for the term of this agreement. The

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

Section 3. Contributions

Effective April 1, 20032019 a contribution to the Fund in the amount of \$~~848.07~~ 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 \$4.892.00 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.~~

The Employer agrees to fully maintain the benefits as set forth in TBT Plan 1 for the life of this Agreement.

LOCAL 287

HEALTH AND WELFARE

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Payments

(a) Plan: Employers subject to this Agreement shall pay into the Teamsters benefit Trust Plan I-A ~~and the Retirement Security Plan~~ the following minimum monthly sum(s) for each

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eligible employee working under this Agreement:

Effective April 1, 2003~~2019~~ - \$ (Based on March hours for TBT Plan I - A and TBT RSP).

~~(b) Negotiated increases determined under the National Freight Agreement application are to be placed into effect under the terms of this Agreement by corresponding increases in the contribution rate referenced above in paragraph (a).~~ **The Employer agrees to fully maintain the benefits as set forth in Teamsters Benefit Trust Plan I - A for the life of this Agreement.**

~~If during the term of this agreement issues are raised concerning the ability to provide the current level of health and welfare benefits for employees covered by the health and welfare funds covering members of Locals 85, 287, and 856 the parties agree to refer the issues to the Benefits Joint Committee, established by Article 20 Section 3 of the National Master Freight Agreement. The Benefits Joint Committee will study the issues and make a report and recommendation to TNFINC and TMI as to how the issues are to be resolved.~~

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

~~Participation in the RSP shall terminate if the covered employees of an Employer subject to this agreement elect to cease participation.~~

**LOCAL 315
HEALTH AND WELFARE
NO CHANGES, EXCEPT FOR THE FOLLOWING:**

Section 1. Payments

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

eligible employee working under this Agreement.

Effective April 1, 2003~~2019~~ - \$ (Based on March hours).

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

**LOCAL 665
HEALTH AND WELFARE
NO CHANGE, EXCEPT THE FOLLOWING:**

Section 1. Payments

The Employer agrees to fully maintain the benefits as set forth in _____ for the life of this Agreement.

**LOCAL 890 / 912
HEALTH AND WELFARE
NO CHANGE, EXCEPT AS FOLLOWS:**

Section 1. Employer Contributions

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

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

Effective April 1, 2003~~2019~~ - \$ per month

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

Effective April 1, 2003~~2019~~ - \$ per tour of duty

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

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Contributions provided herein may be adjusted annually at the direction of the negotiating committee.

1st day of April, 2019 be effective as of the 1st day of April 2019.

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

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

(e) The Employer agrees to fully maintain the benefits as set forth in the Western Teamsters Welfare Trust for the life of this Agreement.

**ARTICLE 62. TERMINATION CLAUSE
NO CHANGE**

NEGOTIATING COMMITTEE:

FOR THE EMPLOYEES:

- Robert M. Bell, Co-Chairman
- Bill Hoyt, Co-Chairman
- Dominic Chiovare Local 70
- Eddie Venancio Local 287
- Bill Cromartie Local 2785

FOR THE EMPLOYER:

- Rick Simmons, Co-Chairman
- Pete Rokich
- Sam Rader

IN WITNESS WHEREOF the undersigned do duly execute the Joint Council No. 7 Bay Area Supplemental Agreement set forth herein this