

Central Region Over-the-Road 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~~.

EMPLOYEES OF PRIVATE, COMMON, CONTRACT AND LOCAL CARTAGE CARRIERS

**In the following territory: Michigan, Ohio,
Indiana, Illinois, Wisconsin, Minnesota,
Iowa, Missouri, North Dakota, South
Dakota, Nebraska, Kansas, Kentucky, West
Virginia, Denver, Colorado and operations
into ~~and to~~ and out of all contiguous
territory.**

The _____
(Company) hereinafter referred to as the
“Employer”, and the FREIGHT DIVISION,
CENTRAL REGION OF TEAMSTERS AND
LOCAL UNION NO. _____, affiliated with the
INTERNATIONAL BROTHER- HOOD OF
TEAMSTERS, hereinafter referred to as the
“Union”, agree to be bound by the terms and
provisions of this Supplemental Agreement.

This Over-the-Road Supplement Agreement is
supplemental to and becomes a part of the
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. SCOPE OF AGREEMENT *NO CHANGE*

ARTICLE 41. PROBATIONARY EMPLOYEES *NO CHANGE*

ARTICLE 42. ABSENCE *NO CHANGE*

ARTICLE 43. *NO CHANGE, EXCEPT FOR THE FOLLOWING:*

Section 1. Seniority

Seniority rights for employees shall prevail.
Seniority shall be broken only by discharge,
voluntary quit, normal retirement, more than a
five (5) year layoff, or **absence from work for
a seventy-two (72) hour period after proper
notice from the employer. The above time
limits for the seventy-two (72) hour notice**

shall begin with delivery or first attempt of delivery. Any employee on letter of layoff who works a total of twenty (20) cumulative days within any twelve (12) month period from date of layoff shall be granted an additional three (3) year layoff period from the date worked such twentieth (20th) day. In the event of a layoff, an employee so laid off shall be given two weeks notice of recall mailed to his last known address. In the event the employee fails to make himself available for work at the end of said two (2) weeks, he shall lose all seniority rights under this Agreement. A list of employees arranged in the order of their seniority shall be posted in a conspicuous place at their place of employment. If requested by the Local Union in writing within sixty (60) days after the effective date of this Agreement, one (1) steward shall be granted super-seniority for layoff and recall. Any additional application of super-seniority for stewards must be justified as being directly related to the proper performance of the steward's duties as steward and permitted by applicable law.

ARTICLE 44. GRIEVANCE MACHINERY COMMITTEES

Section 1. Joint Multiple State Committees

The Employers and the Unions in each of the following states shall together create a permanent Joint Multiple State Cartage Committee for such states: Michigan, Ohio (including Wheeling, West Virginia), Indiana, Kentucky (including West Virginia except Wheeling), Illinois, Wisconsin, Minnesota, Iowa, Missouri, North Dakota, South Dakota, Nebraska, Kansas, and Denver, Colorado. The Joint Multiple State Committee shall consist of an equal number appointed by Employers and Unions. Each member may appoint an alternate in his place. The Joint State Committee shall at its first (1st) meeting formulate rules of

~~procedure to govern the conduct of its proceedings. Each Joint Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its State. — be made up of Local Union representatives from the Supplement involved and Employer Personnel or their designees. It is agreed that for a Committee to hear a case there shall be an equal number of Employer Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). Local Union representatives who are appearing as presenters or witnesses for the Local Union involved in a proceeding before a Committee, will be ineligible to act as a member of that Committee. The Company Panel for cases to be heard at any level shall consist of not less than two (2) Employer Personnel or their designees.~~

The Joint Multiple State Committee shall meet on a quarterly basis at a location agreed to by the Employer and Regional Freight Coordinator. In addition the Joint Multiple State Committee may be required to meet at a Supplemental location for a special hearing of out of service cases, no later than thirty (30) days after the request is received by the administrator of the grievance process.

Postponement procedures are subject to Article 7, Section 2 (Grievant's Bill of Rights) of the Master Agreement

Section 2. ~~City Road Committees~~

~~The Employers and the Union within each area coming within the jurisdiction of the nearest Teamster Union Joint Council may create, subject to approval of the Joint Area Committee, a Joint City Road Committee, which shall consist of an equal number appointed by Employers and Unions. Such Committee shall at~~

~~its first (1st) meeting formulate rules of procedure to govern the conduct of its meetings. Each Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions located in its area.~~

Section ~~3~~ 2. Joint Area Committees

The Employers and the Unions shall together create a permanent Joint Area Committee, which shall consist of delegates from the Central Region Area. This Joint Area Committee shall meet at established times and at a mutually convenient location.

The Chairman of the Freight Division of the Central Region and the Chairman of the Employer (or Employer Association, where applicable) shall mutually agree on an established procedure for meeting expenses of the Central States Joint Area Meeting.

Section ~~4~~ 3. Contiguous Territory

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to any of the above Joint State Committees for handling by the Freight Division, Central Region of Teamsters, and after such reference shall be handled under the usual procedure of that Joint State Committee

Section ~~5~~ 4. Local Shorthaul Committee

The respective Chairmen of the Central States Area Supplemental Negotiating Committees shall meet within ninety (90) days subsequent to the effective date of the contract to establish a Local and Shorthaul Addendum Committee to consider local and shorthaul problems in the Central Region.

Section ~~6~~ 5. Time Off Committee

A separate Road Driver Time Off Committee will be established to consider the problems of road driver time off which cannot be resolved between the Local Union and an individual company. Where a dispute arises concerning time off between a Local Union and an individual Employer, it shall be referred directly to such established Joint Area Time off Committee.

Section ~~7~~ 6. Function of Committees

It shall be the function of the various committees referred to above to settle disputes which cannot be settled between the Employer and the Local Union in accordance with the procedures established in Section 1 of Article 45.

All Committees established under this Article may act through sub-committees duly appointed by such Committee. All decisions of the Committees and sub-committees shall be final and binding.

Section ~~8~~ 7. Attendance

Meetings of all Committees referred to above must be attended by each member of such Committee or his alternate.

Section ~~9~~ 8. Examination of Records

The Local Union, Joint Multiple State Committee, or the Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 45. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1. General

The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of settlement, as provided for in this Agreement, and in the Master Agreement, if applicable, of any controversy which might arise.

Disputes shall first be taken up between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall apply.

(a) Where a Joint **Multiple** State Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint Area Committee. Such decision will be final and binding on both parties.

~~(b) Where a Joint State Committee is unable to agree or come to a decision on a case, it shall, at the request of the Union or the Employer involved, be appealed to the Joint Area Committee at the next regularly constituted session. Where the Joint Area Committee by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. In the event a grievance matter is deadlocked at the Joint Multiple State Committee level, it shall be referred to the appropriate Joint Area Committee for handling or as provided for in the Joint Multiple State Committee rules of procedure for discharges and suspension. If not resolved at that level, it shall be referred to the Joint Area Review Committee or to the National Grievance Committee.~~

All grievances arising under the provisions of the Master Agreement (Articles 1-39) shall be filed directly with the appropriate Joint Area Committee for final and binding decision or direct the grievance to the appropriate lower level committee for hearing if the grievance is not properly claimed under the provisions of

the Master Agreement. The Joint Area Committee must hear and decide such cases within ninety (90) days of the filing of the grievance. Grievances arising under Article 9 Protection of Rights, Article 29, Sections 1 or 2(a) and (b) - Substitute Service and Article 32, Subcontracting shall be expeditiously processed and may be heard at either regularly scheduled or specially called hearings. A grievance may be filed by any Region whose members are adversely affected by an alleged violation of Article 32, Section 4(b) occurring within its jurisdiction.

(c) This Supplemental Agreement shall provide for a Joint Area Review Committee. The Committee shall review and consider any case deadlocked by the Joint Area Committee. The Joint Area Review Committee shall consist of the Freight Coordinator from the applicable Region, or a designee of the TNFINC Chairman and a designee of the Employer. The Committee shall have the authority to resolve any such deadlocked case, either by review of the evidence presented to the Joint Area Committee or by rehearing the case. The decisions of the Committee shall be final and binding. In the event the Committee is unable to resolve the deadlock, the case shall be referred to the National Grievance Committee.

Special Regional Joint Area Committees shall also be created in compliance with the provisions of Article 35, Sections 3 and 4. The procedure set forth in the grievance machinery and in the national grievance procedure may be invoked only by the authorized Union representative or the Employer representative. Authorized representatives of the Union and/or Employer may file grievances alleging violation of this Agreement, under local grievance procedure, or as provided herein, unless provided to the contrary, or otherwise

mutually agreed in the Supplemental Agreement and/or respective committee rules of procedure. Time limitations regarding the filing of grievances, if not set forth in the respective Supplemental Agreements, must appear in the Rules of Procedure of the various grievance committees and shall apply equally to the Employer and employees.

The Rules of Procedure of the various committees established under the Agreement shall be subject to the review and approval of the National Grievance Committee.

(d) In order that each committee may operate quickly and efficiently, the parties agree that a person or service provider shall be selected and designated to serve as Secretary. Each Panel shall have its own Secretary. The Secretary shall perform only the duties assigned to him/her by the Panel. The Secretary shall docket cases, prepare the agenda and mail/email a copy prior to the scheduled meeting of the Panel to each member of the Panel, the Employer and Local Unions whose case appears on the agenda. The Secretary shall attend the meeting to prepare and keep the minutes and mail/email copies of the minutes to the members of the Panel and shall also mail/email copies of the decision of the Panel to all Employer representatives, and Local Unions who are parties to this Agreement.

If a Local Union docketed a case at a Joint Multiple State Committee, the Company or the Union shall be required to pay a fifty (\$50.00) dollar docketing fee, or hearing fee based on the charging party involved. The charging party will be defined as the party taking action in the dispute. The expenses for operating a Joint Multiple State Committee shall be borne equally by all the covered Local Unions on a pro rata basis and Company operations, which are covered by

this Agreement. The parties reserve the right to modify the above fees or impose an assessment, by mutual consent.

~~(c) Where a Joint City Road Committee, by a majority vote, settles a dispute, no appeal may be taken to the Joint State Committee. Such decision will be final and binding on both parties.~~

~~Where a Joint City Road Committee is unable to agree or come to a decision on a case, or where there is no such committee, it shall be submitted or appealed to the Joint State Committee at the next regularly constituted session at the request of the Union or the Employer involved.~~

~~Minutes of the Local Committee shall set forth the position and facts relied on by each party, but each party may supplement such minutes at the hearing before the Joint State or Area Committee.~~

~~(d) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by the State Secretary for the Union or the State Secretary for the Employers at the request of either the Employers or the Union parties to the issue, with notice to the other Secretary, to the Joint Area Committee at any time for final decision. At the request of the Company or Union representative, the Joint Area Committee shall be convened on seventy two (72) hours' notice to handle matters so referred.~~

(e) Deadlocked cases and questions of interpretation shall be subject to the provisions of Article 8, of the Master Agreement.

(f) Failure of any Joint Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision, withdraws the benefits of Article 45.

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(g) The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

(h) Any claim by an employee covered by this Agreement for additional compensation or benefits must be presented in writing within thirty (30) days from the end of the month in which the employee had knowledge of said claim. Failure to submit a claim within said thirty (30) days shall automatically bar any such claim from being presented to or against said Carrier either under this Agreement or otherwise; provided, however, that in the case of separate agreements, express or implied, between Employers and employees contrary to the terms of this Supplement or the Agreements, the thirty (30) days' limitation shall not apply. Where a State Committee has by prior agreement set a different time limitation, it shall continue.

Section 2.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health & Welfare or Pension Fund or Funds created under this Agreement, in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in health & welfare and pension payments, the Local Union or Regions, shall have the right to take such action as they deem necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employers shall be responsible to the employees for losses resulting therefrom.

**ARTICLE 46. DISCHARGE OR
SUSPENSION**

***NO CHANGE, EXCEPT FOR THE
FOLLOWING:***

Subject to the provisions of Article 8 of the Master Freight Agreement, the Employer shall not discharge nor suspend any employee without just cause but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing or in person, and a copy of the same to the Local Union and job steward affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is proven ~~dishonesty~~ theft, falsification of documents, or drunkenness which may be verified by an alcohol or drug test. Refusal to take an alcohol or drug test shall establish a presumption of drunkenness. Extension of a coffee break or lunch period for a minimal amount of time shall not be considered a serious offense ~~dishonesty~~, per se, and will require at least one (1) warning notice prior to suspension or discharge.

Prior warning notice is not required if the cause of discharge is drug intoxication as provided in Article 35, Section 3(a), of the Master Freight Agreement; the possession of controlled substances and/or drugs either while on duty or on company property; ~~recklessness resulting~~ involvement in a serious accident while on duty; carrying of unauthorized passengers; failure to report any accident of which the employee is aware; failure to meet the minimum requirements for safe driving under Paragraph 391.25 of the Motor Carrier Safety Regulations issued by the Department of Transportation; unprovoked physical violence ~~assault on a company supervisor~~ while on duty or on company property; that an employee has intentionally tampered with or committed malicious damage to the Employer's equipment or property; that an employee has intentionally abandoned his equipment; sexual Harassment – ability of employer to take employee out of service immediately for proven sexual harassment.

Warning letters must be postmarked no later than ten (10) days following the Employer's knowledge of the violation, except in those cases where a letter of investigation was issued within such ten (10) day period for an accident. Letters of investigation shall be valid for forty (40) calendar days from the date of the accident. **Warning Letters shall automatically be deemed as challenged.**

The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from the date of said warning notice. The nine (9) month time-period shall apply uniformly throughout the Supplemental Area. Habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures outlined herein. **However, it is understood that progressive disciplinary action as related to absenteeism is confined to the nine (9) month period, and that any progressive disciplinary action older than nine (9) months will result in the deceleration of active discipline. The Union and Employer agree that habitual absenteeism or tardiness shall subject an employee to disciplinary action in accordance with the procedures outlined herein. It is further understood that disciplinary progression as related to any matter other than absenteeism will be based on the last level of disciplinary action taken within the nine (9) month period as defined above and not subject to deceleration.** Discharge must be by proper written notice to the employee and the Local Union affected. Any employee may request an investigation as to his discharge or suspension. Should an investigation prove that an injustice has been done an employee, he shall be reinstated. The Committees established by the Supplemental Agreement and the Master Agreement shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning notice must be taken within ten (10) days by written

notice, and a decision reached within (30) days from date of discharge, suspension or warning notice.

ARTICLE 47. EXAMINATIONS AND IDENTIFICATION FEES
NO CHANGE

ARTICLE 48. MEAL PERIOD
NO CHANGE

ARTICLE 49. LODGING

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal. Comfortable, sanitary lodging shall mean a room maintained at present day standards with cleaning service, clean sheets, pillowcases, blankets, hot and cold running water, good ventilation, and easy access to clean, sanitary toilet facilities in the building, and shall also be equipped with showers and/or bath and upon arrival at such layover point the driver shall be entitled to delay for time spent in excess of one (1) hour waiting for a room which is ready and available for occupancy. Air-conditioned ~~dormitories and/or~~ hotel rooms, if available, shall be furnished when seasonal and climatic conditions require. Hotel rooms ~~and dormitories~~ shall be equipped with blinds or draperies or be suitably darkened during daylight hours. ~~There shall be no bunk beds or double beds. New dormitories must be soundproofed.~~ All road drivers lodging shall be maintained on the basis of one (1) driver per room. All ~~dormitories~~ **lodging** shall have an adequate smoke detection system that is in compliance with the appropriate regulatory requirements. Motel rooms ~~and bunk rooms~~ shall have adequate heating and cooling systems and, where practical and possible, individual room regulators shall be made available

~~In all terminals with dormitories, there shall be a drivers' waiting room maintained at present day standards. In all other cases where the Employer doesn't provide drivers with a waiting facility which is adequate under the circumstances, it shall be taken up as a grievance.~~

~~No new or reactivated dormitory at Employer-owned terminals shall be permitted.~~

Upon receiving a written grievance or request, from a local union with regard to a hotel/motel that is alleged to be in violation of the contract, the Union and Employer **Multiple** State Committee Chairmen will initiate the following:

ARTICLE 50. PAY PERIOD

All regular and all other employees covered by this Agreement shall be paid in full each week. Not more than one (1) week's pay shall be held on an employee. The Union and Employer may by mutual agreement provide for semimonthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose. Verified payroll mistakes of fifty dollars (\$50.00) **equivalent to one-hundred (\$100.00) dollars** or more **at the current rate** will be paid on the next business day if requested by the employee **in writing**. The Central States Joint Area Committee upon application by the Employer may waive the provision of this Article upon a satisfactory showing of necessity by the Employer.

Where not prohibited by state law, Electronic funds transfer will be mandatory for **all** employees. ~~hired after April 1, 2008.~~

The Central Region Joint Area Committee, upon application by the Employer, may waive

the provision of this Article upon a satisfactory showing of necessity by the Employer.

ARTICLE 51. PAID-FOR TIME

***SEE NATIONAL MASTER AGREEMENT – ARTICLE 4. STEWARDS**

Road Stewards*

ADD THE FOLLOWING LANGUAGE:

The applicable road steward shall be paid his/her hourly rate for time spent in grievance hearings / meetings attended by the Employer and the Union before or after his/her run.

Section 3. Layover

When a bid driver cannot complete his or her bid run for reasons not in his or her control – i.e. loads not ready or terminal delay, not to include weather delay, breakdown, or shop time – the driver shall be paid the following: (1) for miles driven or an 8-hour mini, whichever is greater. (2) 10-hours statutory rest time, and (3) upon coming off rest, an 8-hour mini or miles driven, whichever is greater.

ARTICLE 52. PICK-UP AND DELIVERY LIMITATIONS

NO CHANGE

ARTICLE 53. MINIMUM GUARANTEES

NO CHANGE

ARTICLE 54. MILEAGE AND HOURLY RATES

No changes, except the following:

Section 2. Mileage Determination

The method of measuring mileage under this provision will be determined by the appropriate Joint Multiple State Committee, which may be by either joint logging with a calibrated odometer or any other mutually agreed method including new mapping or routing technology. Failing such mutual agreement, the miles must be logged. The Committee must determine the point-to-point inter-city mileage based on designated routes operated between cities, which must be submitted to the Committee by the Employer.

ARTICLE 55. PEDDLER RUNS

NO CHANGE

ARTICLE 56. TWO-MAN OPERATION

No change, except the following:

Section 6.

~~Bedding and fresh linens for sleeper cabs to be furnished and maintained by the Employer in a clean and sanitary condition. Complaints with respect to width, depth and condition of mattresses shall be subject to the grievance procedure.~~

~~Upon expiration of current linen provider contracts, the drivers will be compensated seven dollars (\$7.00) each per trip to furnish and maintain their linens. A trip is defined as beginning and ending at home domicile.~~

ARTICLE 57. OWNER-OPERATOR

NO CHANGE

ARTICLE 58. VACATIONS

Section 1.

Employees shall receive a vacation of thirty (30) consecutive working days where they have been employed twenty (20) years or more; thirty-six (36) days after 30 years or more provided, however, if mutually agreed between the Employer and the employee, the employee ~~shall either take the fourth (4th) and fifth (5th) and sixth (6th) weeks of vacation or shall take only three (3) weeks and receive compensation for the fourth (4th) and/or fifth (5th) and/or sixth (6th) week of vacation.~~ will have the option to receive compensation for any earned vacation he is eligible for. Vacation payout of accrued vacation during this period will be in one (1) week increments.

ARTICLE 59. HOLIDAYS

NO CHANGE

ARTICLE 60. FUNERAL LEAVE

Modify as follows:

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, or similar service 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, burial, cremation, or other memorial service including, but not limited to a later scheduled celebration of life

remembrance provided such event is validated in writing. Pay for compensable funeral leave shall be for eight (8) hours at the 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.

ARTICLE 61. HEALTH AND WELFARE BENEFITS

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

ARTICLE 62. PENSIONS

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

ARTICLE 63.

NO CHANGE

ARTICLE 64. PERISHABLE AND/OR EXEMPT COMMODITIES

NO CHANGE

ARTICLE 65. RAIN GEAR, APRONS, GLOVES, AND YARD LIGHTS
NO CHANGE

ARTICLE 66. SICK LEAVE

SEE THE NATIONAL MASTER AGREEMENT, WHICH WILL REPLACE AND SUPERSEDE THE LANGUAGE CONTAINED IN THIS ARTICLE

ARTICLE 67. AIR CONDITIONING

NO CHANGE

ARTICLE 68. WORKER’S COMENSATION

NO CHANGE

ARTICLE 69. PROTECTION OF CHICAGO AREA OTR AND LOCAL CARTAGE TERMS AND CONDITIONS AND LOCAL WORK RULES.

Prior to November 24, 2009, Locals 710, 705, 673 and 179 had their own stand-alone agreements with the companies covering dock and driver bargaining units. Those stand-alone units were, however, merged into the nationwide bargaining unit. Although those Local Unions no longer had their own separate stand-alone agreements, the Employers and TNFINC agreed that certain terms and conditions of employment from their prior agreements, work rules and practices that are “superior” to those in the NMFA or Supplemental Agreements would remain in full force and effect. As part of the 2019-2024 NMFA, the Employers agree that Local Union Nos. 179, 673, 705 and 710 shall continue to maintain any superior terms, work rules or practices currently in effect or that existed under their prior separate agreements and understandings prior to those Locals being covered by the MOUs. Those superior terms, rules and conditions may include, but are not limited to a separate grievance procedure (and arbitration where applicable), local work rules, superior wage differential, lunch rules, benefits, and method for calculating vacation pay.

Furthermore, the Employers shall continue to participate in those Health and Welfare Funds they participated in immediately prior to this agreement in accordance with the rules, regulations, contribution requirements, and terms of participation required by those Funds. The Employers shall execute the necessary documents and participation agreements required by those Funds. Those Funds include the following: Teamsters Local

705 Health and Welfare Fund; Teamsters Local 710 Health and Welfare Fund; Suburban Teamsters Health and Welfare Fund; and Central States Health and Welfare Fund. The Employers shall continue to make contributions to all Health and Welfare Funds in which they participate at the applicable rate.

The Employers shall continue to participate in those Pension Funds they participated in immediately prior to this agreement in accordance with the various rules, regulations, contribution requirements, and terms of participation of each of those Funds. The Employers shall execute the necessary documents and participation agreements required by those funds. Those Funds include the following: Teamsters Local 705 Pension Fund, Teamsters Local 710 Pension Fund, Suburban Teamsters Pension Fund, Central States Pension Fund. The Employer shall continue to make contributions to all Pension Funds in which they participate at the applicable rate. The “one-punch” rule for pension contributions in the Chicago area pension funds shall apply where such rules applied prior to November 24, 2009.

Local Unions 705 and 710 shall also maintain their extant Local Union grievance/arbitration procedures and machinery as set forth in their prior stand-alone agreements if those Locals so chose.

It is understood that the local work rules and superior conditions that are not specifically listed in this article do no override the specifically negotiated nationally applicable economic settlement and other specific nationally applicable contractual items unless agreed otherwise.

Disputes as to the application of any “superior” practice shall be referred to the National Grievance Committee for

resolution. Deadlocks at that level shall thereafter be handled under the normal Article 8 deadlock procedure. This Section shall not be used to change any condition that the parties through agreement or practice have utilized or applied as “superior” since November 24, 2009.

Stand-alone “white paper” clerical contracts have not been merged into this unit and remain separate from this agreement.

**ARTICLE 70. TERMINATION CLAUSE
NO CHANGE**

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 1st day of April ~~2003~~2019, to be effective as of April 1, ~~2003~~2019, except as agreed otherwise by the parties.

IN WITNESS WHEREOF, the undersigned duly execute The Master Agreement and Supplemental Agreement (and Addenda, if any) set forth herein.