



**Warehouse Employees Union Local No. 730
and Contributing Companies' Prepaid
Legal Services Fund**

911 Ridgebrook Road
Sparks, Maryland 21152-9451
Telephone: (800) 730-2241
www.associated-admin.com

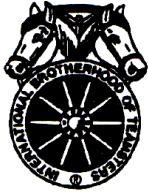
8400 Corporate Drive, Suite 430
Landover, Maryland 20785-2361
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Agenda

December 10, 2020

9:00 AM

- I. Call to Order
- II. Minutes, Regular Meeting – September 1, 2020
- III. Financial Report – Investment Performance Services
- IV. Counsel Report
- V. Administrative Manager Report
- VI. Invoices
- VII. Other Fund Business
- VIII. Next Meeting Date and Location
- IX. Adjournment



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DRAFT

**MINUTES OF THE MEETING OF THE
BOARD OF TRUSTEES OF THE
WAREHOUSE EMPLOYEES UNION LOCAL NO. 730
& CONTRIBUTING COMPANIES' PREPAID
LEGAL SERVICES FUND
SEPTEMBER 1, 2020
VIA TELECONFERENCE**

The following Trustees were present:

UNION TRUSTEES

R. Brooks - Chairman
L. Hudson
J. Venable
T. Richardson – Alternate

EMPLOYER TRUSTEES

M. Bull – Secretary
J. Paradis
H. Sebhat
M. Goble – Alternate

Also present were:

A. Cochran – Associated Administrators, LLC
M. DeLancey – Blank Rome LLP
R. Sichel – Investment Performance Services, LLC

I. CALL TO ORDER

A quorum being present, the meeting was called to order.

II. **MINUTES**

The Trustees reviewed the minutes of the last regular meeting held June 18, 2020.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the minutes of the last regular meeting held on June 18, 2020 are approved as presented.

III. **FINANCIAL REPORT**

A. **Custodian Bank – PNC Bank, NA**

Ms. Cochran noted a copy of the PNC Summary of Activity report for the period January 1, 2020 through June 30, 2020 is contained in the meeting booklet.

B. **Investment Performance Services, LLC (“IPS”)**

The Trustees welcomed Mr. Rich Sichel of IPS to the meeting.

Mr. Sichel reviewed his report titled, “Investment Performance Analysis – June 30, 2020” beginning with IPS’ market commentary. Mr. Sichel noted the asset allocation as follows: 62.30% in Investment Grade Income, 32.50% in Short Duration High Yield Fixed Income, and 5.20% in cash and equivalents. The Atlanta Capital Bond Fund held \$569,701 in investments, and the Chartwell Short Duration High Yield Fund held \$296,906. The PNC Prime Money Market held \$47,640.

Mr. Sichel noted that the Investment Grade Fixed Income allocation is not within the targeted policy range of the Investment Policy Statement. Mr. Sichel recommended that the Trustees rebalance the Fund’s Investment Grade Fixed Income allocation by re-allocating \$20,000 to Short Duration High Yield Fixed Income.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to follow IPS' recommendation to rebalance the Fund's Investment Grade Fixed Income allocation by re-allocating \$20,000 to the Short Duration High Yield Fixed Income.

The Trustees thanked Mr. Sichel for his report, and he was excused from the meeting.

IV. COUNSEL REPORT

Mr. DeLancey said there were no legal matters pending before the Board of Trustees at this time. Mr. DeLancey noted the termination of Safeway employees in mid-July and the Trustees' decision at the previous meeting to allow these employees with active legal cases to continue receiving benefits, in the applicable category, up to the allowable maximum hours for the year. He said that the Fund's legal provider advised there are 10 open cases for Safeway employees.

V. ADMINISTRATIVE MANAGER'S REPORT

A. Second Quarter 2020

Ms. Cochran presented the Administrative Manager's Report for the second quarter 2020. Such report showed employer contributions of \$28,646, miscellaneous income of \$0 and interest and dividend income of \$6,850, producing a total income of \$35,496 for the quarter. Benefit expenses were \$14,495 and operating expenses were \$12,227, producing a total expense of \$26,722, resulting in a net surplus of \$8,774 for the quarter. Ms. Cochran noted that contributions were made on behalf of 823 participants.

B. Administrative Services Contract Renewal

Ms. Cochran distributed and reviewed her letter dated September 1, 2020 which noted that the administrative services contract between the Fund and Associated Administrators, LLC will expire on December 31, 2020 and provides detailed information in support of the request for a three-year renewal. The Trustees tabled the request for action after a discussion to be held after the meeting.

Upon MOTION made and seconded, the Trustees voted unanimous approval of the following:

RESOLVED to approve a committee of two Union Trustees, two Employer Trustees, and Fund Counsel to discuss the administrative services contract presented by Associated Administrators during a separate conference call to be held after this meeting.

VI. INVOICES

Ms. Cochran presented a list of invoices dated September 1, 2020 for Trustee review. It was noted that there were no additions, deletions or changes to the list.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED that the invoices on the list dated September 1, 2020 are approved for payment as presented.

VII. OTHER FUND BUSINESS

**A. Fiduciary Liability Insurance Renewal and Waiver of Recourse Premiums –
INTERIM ACTION**

Ms. Cochran noted interim action the Trustees took to renew the Fiduciary Liability policy for the period July 26, 2020 through July 26, 2021 with the

incumbent carrier, Markel American Insurance Company/Ullico (“Ullico”), through the broker NFP Property & Casualty Service, Inc. She said that there was no increase in the annual premium. She reported that the Trustees approved the renewal via an electronic poll conducted in June 2020.

Ms. Cochran advised the Trustees that letters regarding their required payment of the Waiver of Recourse premium of \$25 were emailed on July 13, 2020.

B. Fidelity Bond Renewal – INTERIM ACTION

Ms. Cochran noted interim action the Trustees’ took to renew the Fidelity Bond policy for the period July 11, 2020 through July 11, 2023 with the incumbent carrier, Fidelity and Deposit Company of Maryland, through the broker NFP Property & Casualty Service, Inc. She said that there was no increase in the annual premium. She reported that the Trustees approved the renewal via an electronic poll conducted in July 2020.

C. Form 5500 and Form 990

Ms. Cochran reported that the Fund’s auditor, Novak Francella, filed the Form 5500 and the Form 990 on July 7, 2020.

D. 2019 Summary Annual Report

Ms. Cochran reported the 2019 Summary Annual Report was mailed to Plan participants on August 5, 2020.

E. International Foundation of Employee Benefit Plans – Annual Membership

Ms. Cochran reported receipt of the Fund’s 2021 membership renewal invoice for the International Foundation of Employee Benefit Plans. The renewal fee is \$1,265.00.

On MOTION made and seconded, the Trustees voted unanimous approval of the following resolution:

RESOLVED to approve the Fund's 2021 renewal with the International Foundation of Employee Benefit Plans at a fee of \$1,265.00.

F. Payroll Audit Status – Giant Local 922

Ms. Cochran reported that the audit for the period January 1, 2015 through December 31, 2017 is complete and there were no exceptions noted.

G. Safeway Termination Letter

Ms. Cochran reported that a letter was mailed on July 27, 2020 to participants that formerly worked for Safeway regarding the termination of benefits on July 31, 2020. She said the letter advised that the Fund will continue to pay for services for pending cases, in the applicable category, up to the allowable maximum hours for the 2020 Plan year.

VIII. NEXT MEETING DATE AND LOCATION

After discussion, the Trustees selected December 10, 2020 as their next regular meeting via teleconference.

IX. ADJOURNMENT

There being no additional business to come before the Trustees, the meeting was adjourned.

Respectfully submitted,

Michael Bull
Secretary

**WAREHOUSE EMPLOYEES UNION
LOCAL NO. 730 AND CONTRIBUTING COMPANIES'
PREPAID LEGAL SERVICES FUND**

THIRD QUARTER 2020

ADMINISTRATIVE MANAGER'S REPORT

THIRD QUARTER 2020 CONTRIBUTIONS

EMPLOYER	RATE	HOURS	PARTICIPANTS	CONTRIBUTIONS
CANADA DRY	\$0.07	105,524.94	212	\$ 7,387
CANTEEN VENDING	\$0.07	38,749.71	82	\$ 2,712
QUALITY CUSTOM DISTRIBUTION	\$0.07	27,360.50	56	\$ 1,915
EIGHT O'CLOCK COFFEE	\$0.07	21,016.25	47	\$ 1,471
GIANT 922	\$0.07	4,560.00	9	\$ 319
GIANT RECYCLING	\$0.07	10,932.00	22	\$ 765
GIANT WAREHOUSE	\$0.07	121,582.30	215	\$ 8,511
SAFEWAY, INC ¹	\$0.07	880.00	11	\$ 62
UNION LOCAL 730	\$0.07	1,496.00	3	\$ 105
WASHINGTON FOOD	\$0.07	2,003.00	4	\$ 140

TOTAL		334,104.70	661	\$ 23,387
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AVERAGE HOURLY INCOME	\$0.07
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THIRD QUARTER 2020 EXPENSES
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BENEFIT EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
STEVEN M. SINDLER	\$ 6,851	\$ 0.021	25.55%
SUBTOTAL	\$ 6,851	\$ 0.021	25.55%

OPERATING EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ADMINISTRATION	\$ 3,918	\$ 0.012	14.61%
MISCELLANEOUS	\$ 16,050	\$ 0.050	59.84%
SUBTOTAL	\$ 19,968	\$ 0.062	74.45%

TOTAL EXPENSES	\$ 26,819	\$ 0.083	100.00%
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MISCELLANEOUS
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MISCELLANEOUS EXPENSES	AMOUNT	AVG. HRLY. COST	PERCENTAGE
ATLANTA CAPITAL MNGMT	\$ 214	\$ 0.001	0.80%
AUDIT	\$ 4,304	\$ 0.013	16.05%
BONDING & INSURANCE	\$ 4,520	\$ 0.014	16.85%
CYBER LIABILITY INSURANCE	\$ 500	\$ 0.001	1.86%
IFEBP	\$ 1,265	\$ 0.004	4.72%
IPS	\$ 625	\$ 0.002	2.33%
LEGAL	\$ 2,512	\$ 0.008	9.37%
PNC INVESTMENT MGMT FEE	\$ 663	\$ 0.002	2.47%
POSTAGE	\$ 172	\$ 0.001	0.64%
PRINTING	\$ 1,275	\$ 0.004	4.75%

TOTAL	\$ 16,050	\$ 0.050	59.84%
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**2020
QUARTERLY RECAP**

	FIRST 2020	SECOND 2020	THIRD 2020	FOURTH 2020	TOTAL
CONTRIBUTIONS	\$ 33,005	\$ 28,646	\$ 23,387	\$ -	\$ 85,038
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST & DIVIDENDS	\$ 7,040	\$ 6,850	\$ 6,149	\$ -	\$ 20,039
TOTAL INCOME	\$ 40,045	\$ 35,496	\$ 29,536	\$ -	\$ 105,077

BENEFIT EXPENSES					
PROVIDER	\$ 21,681	\$ 14,495	\$ 6,851	\$ -	\$ 43,027
SUBTOTAL	\$ 21,681	\$ 14,495	\$ 6,851	\$ -	\$ 43,027

OPERATING EXPENSES					
ADMINISTRATION	\$ 5,686	\$ 4,932	\$ 3,918	\$ -	\$ 14,536
MISCELLANEOUS	\$ 2,603	\$ 7,295	\$ 16,050	\$ -	\$ 25,948
SUBTOTAL	\$ 8,289	\$ 12,227	\$ 19,968	\$ -	\$ 40,484

TOTAL EXPENSES	\$ 29,970	\$ 26,722	\$ 26,819	\$ -	\$ 83,511
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TOTAL INCOME	\$ 40,045	\$ 35,496	\$ 29,536	\$ -	\$ 105,077
TOTAL EXPENSES	\$ 29,970	\$ 26,722	\$ 26,819	\$ -	\$ 83,511
SURPLUS (DEFICIT)	\$ 10,075	\$ 8,774	\$ 2,717	\$ -	\$ 21,566

AVERAGE HOURLY INCOME	\$ 0.09	\$ 0.09	\$ 0.09	\$ -	\$ 0.09
AVERAGE HOURLY EXPENSES	\$ 0.06	\$ 0.07	\$ 0.08	\$ -	\$ 0.07
SURPLUS (DEFICIT)	\$ 0.03	\$ 0.02	\$ 0.01	\$ -	\$ 0.02

NUMBER OF PARTICIPANTS	947	823	661		810
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**2019
QUARTERLY RECAP**

	FIRST 2019	SECOND 2019	THIRD 2019 ¹	FOURTH 2019	TOTAL
CONTRIBUTIONS	\$ 34,971	\$ 34,714	\$ 35,454	\$ 33,482	\$ 138,621
MISCELLANEOUS	\$ -	\$ -	\$ -	\$ -	\$ -
INTEREST & DIVIDENDS	\$ 4,695	\$ 6,150	\$ 5,628	\$ 5,377	\$ 21,850
TOTAL INCOME	\$ 39,666	\$ 40,864	\$ 41,082	\$ 38,859	\$ 160,471

BENEFIT EXPENSES					
PROVIDER	\$ 34,641	\$ 28,126	\$ 22,982	\$ 26,918	\$ 112,667
SUBTOTAL	\$ 34,641	\$ 28,126	\$ 22,982	\$ 26,918	\$ 112,667

OPERATING EXPENSES					
ADMINISTRATION	\$ 5,994	\$ 5,890	\$ 5,950	\$ 5,746	\$ 23,580
MISCELLANEOUS	\$ 3,078	\$ 4,475	\$ 13,283	\$ 11,339	\$ 32,175
SUBTOTAL	\$ 9,072	\$ 10,365	\$ 19,233	\$ 17,085	\$ 55,755

TOTAL EXPENSES	\$ 43,713	\$ 38,491	\$ 42,215	\$ 44,003	\$ 168,422
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TOTAL INCOME	\$ 39,666	\$ 40,864	\$ 41,082	\$ 38,859	\$ 160,471
TOTAL EXPENSES	\$ 43,713	\$ 38,491	\$ 42,215	\$ 44,003	\$ 168,422
SURPLUS (DEFICIT)	\$ (4,047)	\$ 2,373	\$ (1,133)	\$ (5,144)	\$ (7,951)

AVERAGE HOURLY INCOME	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08
AVERAGE HOURLY EXPENSES	\$ 0.09	\$ 0.08	\$ 0.08	\$ 0.09	\$ 0.09
SURPLUS (DEFICIT)	\$ (0.01)	\$ -	\$ -	\$ (0.01)	\$ (0.01)

NUMBER OF PARTICIPANTS	1,030	1,014	1,022	987	1,013
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¹Information revised from previous AMR report

THIRD QUARTER 2020 CONTRACT INFORMATION
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COMPANY	CURRENT RATE	RATE EFF. DATE	CBA EXPIRATION
CANADA DRY ¹	\$0.07	02-27-15	02-26-20
CANTEEN VENDING	\$0.07	10-13-17	10-21-21
QUALITY CUSTOM DISTRIBUTION	\$0.07	07-28-20	07-28-25
EIGHT O'CLOCK COFFEE	\$0.07	10-01-04	07-17-21
GIANT 922	\$0.07	04-28-11	06-25-22
GIANT RECYCLING	\$0.07	08-01-04	06-25-22
GIANT WAREHOUSE	\$0.07	05-30-04	05-14-27
SAFEWAY, INC	\$0.07	09-01-04	05-14-22
UNION LOCAL 730	\$0.07	05-30-04	Follows Giant Warehouse CBA
WASHINGTON FOOD	\$0.07	11-01-06	10-31-21

¹The agreement has been extended.

THIRD QUARTER 2020 UTILIZATION

STEVEN M. SINDLER

CATEGORY	TYPE	NEW CASES	ATTORNEY HOURS	PARALEGAL HOURS	HOURLY RATE	TOTAL CHARGES
01	ADVISE AND CONSULTATION	2	2.00	0.00	\$ 110	\$ 220
02	WILL	0	0.00	0.00	\$ 110	\$ 0
03	FAMILY	1	28.66	0.00	\$ 110	\$ 3,153
04	REAL ESTATE	0	0.00	0.00	\$ 110	\$ 0
05	TRAFFIC	0	2.00	0.00	\$ 110	\$ 220
06	CRIMINAL	0	2.40	0.00	\$ 110	\$ 264
07	JUVENILE	0	0.00	0.00	\$ 110	\$ 0
08	PROBATE/ESTATE	0	0.00	0.00	\$ 110	\$ 0
09	CIVIL PROCEEDINGS	2	27.22	0.00	\$ 110	\$ 2,994

TOTALS		5	62.28	0.00		\$6,851
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ALL HOURS
ADJUSTED HOURS
COST PER HOUR

62.28
62.28
\$ 110

LEGAL
DELINQUENCY REPORT
As of September 30, 2020

NONE

Warehouse Employees Union Local No. 730
and Contributing Companies' Prepaid Legal Services Fund

INVOICES

December 10, 2020

Atlanta Capital Management Co., LLC

10/26/2020	Fee for investment services for the Quarter ending September 30, 2020	\$ 206.00
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Blank Rome LLP

11/3/2020	Fee for professional services rendered through October 31, 2020	\$ 167.40
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10/2/2020	Fee for professional services rendered through September 30, 2020	\$ 334.80
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9/3/2020	Fee for professional services rendered through August 31, 2020	\$ 669.60
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Investment Performance Services, LLC

9/2/2020	Fee for professional services for the Quarter ending September 30, 2020	\$ 625.00
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Novak Francella, LLC

8/10/2020	Fee for Annual Audit services performed for plan year ended December 31, 2019 and payroll audit	\$ 1,500.00
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**Memorandum of Agreement between Teamsters Warehouse Employees Union
No. 730 and Eight O’Clock Coffee Company**

Item	Proposal	Disposition
1.	ARTICLE 24 – TERM Six (6) Year Term for New CBA beginning July 17, 2021 through July 17, 2027	Agreed
2.	NEW ARTICLE – New Business Operation The Employer reserves the right to establish one or more new business operations (“New Operation”) at the Landover Maryland Plant (Plant”) that may require new job classifications with qualifications not usually required in the Employer’s current operations.	Agreed
3	ARTICLE 3 WORK WEEK SECTION 2. In furtherance of operational changes, the period of mandatory overtime increased from two 2 hours to 4 hours and 15-minute break every 2hrs of overtime	Agreed
4	ARTICLE 3 SECTION 3 Correct grammatical typo in first sentence of section 3 from “guarantee” to “Guaranteed” (Proposed language changes are reflected below.	Agreed
5	ARTICLE 3 SECTION 6 Delete as moot last sentence in the first paragraph because it is related to a one-time agreement for two specific relief workers.	Agreed
6	ARTICLE 3 SECTION 6 Amend fourth paragraph to add “qualified”.	Agreed
7	ARTICLE 6 SECTION 1 Addition of new classification and elimination of classification that no longer exists. • Add Machine Operator II • Add Sanitation • Add production operator floater • Eliminate Production Forklift • Eliminate Control Room Operator • Add Maintenance Coordinator	Agreed
8	ARTICLE 6 SECTION 11 Ratification Bonus to be paid at • \$250 the first pay period of each quarter for the first year of ratification in addition to • \$500 the first paycheck in December each year. • Eligible Retirees will receive the rest of the \$1,000 ratification bonus if the retirement occurs within the first year of the contract.	Agreed
9	ARTICLE 21, SECTION 3 Total of 4 temporary Plant Shutdowns in 1-week increments. One per calendar quarter. The 4 th shutdown staying within the Christmas week.	Agreed
10	ARTICLE 22, Anti-discrimination (add language)	Agreed
11	AGREEMENT Update to reflect new agreement	Agreed

12	ARTICLE 4, Holidays – Add June 19 th	Agreed
13	ARTICLE 6, SECTION 1 Increase hourly rate by \$0.50 per hour per year.	Agreed
14	ARTICLE 6, SECTION 3 Delete preference list by July 1, 2006 and delete February	Agreed
15	ARTICLE 12, SECTION 4 Four days for funeral leave regardless of distance	Agreed
16	ARTICLE 13, SECTION 1 1. Employees hired after June 12, 2006 and before ratification of new contract will gain one day of sick leave per year up to a maximum of 12 days. 2. Employees hired after June 12, 2006 and before ratification of new contract can bank a maximum of 12 days. 3. Employees hired after the ratification of new contract will gain half (0.5) days sick days per month.	Agreed
17	ARTICLE 17, SECTION 2 Health and Welfare 1 st year rate will increase on February 2021 from \$8.34 to \$8.50 per hour and stays at this rate unless the fund reserve goes below 15 months. If the reserve goes below 15 months, rate will increase by \$0.50 per hour for a period of 12 months.	Agreed
18	ARTICLE 19, SECTION 1 Pension 4.9 percent increase each year of the contract beginning July 1, 2021.	Agreed

Union Signatures:

Employer Signatures:

Memorandum of Agreement
between
Quality Custom Distribution (the “Company”)
and
Drivers, Chauffeurs, and Helpers, Local Union No. 639 and
Warehouse Employees Local Union No. 730
August 27, 2020

The collective bargaining agreement between D.P.I. Mid Atlantic, Inc. and D.P.I. Dedicated Logistics Inc. and Drivers, Chauffeurs, and Helpers, Local Union No. 639, and Warehouse Employees Local Union No. 730 effective July 28, 2016 through July 27, 2020, as extended through August 29, 2020, is hereby extended for five years through July 28, 2025 with the following changes only.

1. The document of tentative agreements, including multiple prior housekeeping agreements including eliminating sections relating to DPI Mid Atlantic and replacing DPI Dedicated Logistics with Quality Custom Distribution (the “Company”) and other “housekeeping changes” is incorporated into this MOA.
2. **WAGES, Section 1:** Replace wage schedules with new wage schedule to reflect the following hourly wage increases for employees on payroll during the pay day next following execution and ratification of the Agreement:

For employees other than CDL A Drivers annual increases of \$.60 as follows:

Effective July 28, 2020 - \$.60 per year
Effective July 28, 2021 - \$.60 per year
Effective July 28, 2022 - \$.60 per year
Effective July 28, 2023 - \$.60 per year
Effective July 28, 2024 - \$.60 per year

For CDL A Drivers annual increase of \$.66 as follows:

Effective July 28, 2020 - \$.66 per year
Effective July 28, 2021 - \$.66 per year
Effective July 28, 2022 - \$.66 per year
Effective July 28, 2023 - \$.66 per year
Effective July 28, 2024 - \$.66 per year

In addition, the Company will pay a bonus for those at work on the pay day next following the first full payroll period occurring in December, as follows:

December 2020 - \$500
December 2021 - \$250
December 2022 - \$250
December 2023 - \$250
December 2024 - \$250

3. **Freezer Premium**, Art. 4, Sec.4, p. 6 – \$.25 increase from \$.75 to \$1.00.
4. **Saturday Premium** - Art. 4, Sec. 11 - Delete entire section as it only applied to MidAtlantic so no longer exists.
5. **Night Premium**, Art. 4, Sec. 9, p. 7 – Delete entire second paragraph regarding Class A Driver night shift premium and replace with a new section 11 which provides for a Class A Driver premium instead of the former night shift premium:

“Section 11. CDL A Driver Premium. CDL A drivers holding a CDL Class A license will be paid a premium of \$1.50. The premium will increase to \$1.60 effective July 28, 2022 and to \$1.70 effective July 28, 2024.”

6. **Sunday Premium** - Art. 4, Sec 10, p. 7 - \$.25 increase in Sunday premium from \$1.25 to \$1.50.
7. **Paid Time Off, Art. 6, p. 9**
 - A. **Christmas Holiday**, Art. 6, Sec. 1, p. 9, 1st paragraph - Add: “Associates who work shifts starting on Christmas Day will also receive a \$50 Christmas stipend. “
 - B. **Juneteenth Holiday**, Art. 6, Sec. 1, p. 9, 2nd paragraph– Add new floating holiday on June 19, subject to approval and operating needs and prescheduled with the supervisor; no holiday pay if worked.
 - C. **Peak Time Vacation** - Section 2, Vacation, p. 9, Subsection (b) – Change “two (2) weeks’ vacation” to “three (3) weeks’ vacation” so that Section 2, Subsection(b) will read as follows to reflect the additional changes:

“(b) In order to provide for an equitable distribution of vacation during the peak vacation period, no employee may take more than *three (3) weeks’* vacation during the months of July and August...”
 - D. **UltiPro**, Art. 6, Sec. 2, Subsection (d), Lines 2-3 – Change “via day force” to “via UltiPro or any other similar system”.

- E. **Vacation Carryover**, Section 2, Vacation, p. 10, Subsection (f) – ““Employees may carry over a second week of vacation beyond December 31st so long as the same is used between January 15th and Memorial Day.”
8. **Safety Shoes**, Art. 8, Sec. 4, p. 11 – Change “one hundred twenty-five dollars (\$125.00)” to “one hundred fifty eight dollars (\$158.00)”.
9. **Discipline**, Art.8, Sec. 6, Discipline, Suspension and Discharge, p. 12 –2nd paragraph will read as follows to reflect prior language omitted from previous printing:
- “All disciplinary action will be issued within ten (10) calendar days of the time that the Company became aware of the infraction leading to discipline provided that the investigation is complete. In the case of an ongoing investigation the *Company will notify the Union that additional time is required, not to exceed five (5) calendar days. The Company will provide a copy of all discipline, suspension and termination letter to the Shop steward at the time of issuance and all attempts will be made to electronically send a copy to the respective Local Union within three (3) calendar days of issuance.*”
10. **Tickets**, Art. 8, Section 8 p. 12- Drivers are not responsible for **quiet zone tickets** or fines if, after texting with their supervisor (from a parked position), the driver is instructed by management to make delivery during quiet hours. Drivers will be responsible for paying all traffic tickets they incur, except that drivers will not be responsible for paying for parking tickets while on a delivery.
11. **Temporary Jobs**, Art. 8, Sec. 13, p. 12 – Add after the first sentence: “Where operationally feasible, when the Employer assigns slack work for a substantial part of a shift, it will assign slack work by inverse seniority by the employees working that shift.”
12. **Health & Welfare**, Art. 11, p. 13 – Replace with: “Eligible employees may participate in the QCD health plans with no increase to employee contributions until January 1, 2022. Effective January 1, 2022, employee contributions will increase 2%, and then an additional 2% on January 1, 2023. Employee contributions will increase 3% on Jan 1, 2024 and Jan 1, 2025. Eligible employees hired on or after the effective date of this Collective Bargaining Agreement shall not be eligible for Health and Welfare benefits until the first of the month following successfully completing sixty (60) days of employment.”
13. **Fleet Accident Review Committee**, Art. 16, p. 15 – Change Subsection (f) to read:

“The Company will institute a Fleet Accident Review Committee. The Company will institute a Fleet Accident Review Committee. The Fleet Accident Review Committee shall consist of two (2) Company representatives and two (2) Union stewards. If a driver appeals the decision of the Committee, the decision would go to two (2) other Company representatives and two (2) other Union stewards. If a driver again appeals, the General Manager and the Business Agent will meet and make the decision. If that results in a “tie”, a mutually agreed to “arbitrator” will cast the deciding vote.”

14. Accident & Sickness Program, p. 17 –

Eligible employees will be able to participate in the Company’s short term disability plan which replaced the old DPI plan and the former A&S program on p. 17. The contract will provide for a new section “Short Term Disability” as follows:

“Eligible employees with more than thirty (30 days) of continuous full-time employment and actively at work will be able to participate in the Company’s short term disability plan under the terms and conditions of the plan. The Company may require or request the employee to undergo a functional capacity evaluation test upon full release to duty by the employee’s doctor. An employee may elect to use accrued sick leave prior to utilizing the program.”

15. **401(k)** – Art. 14, p. 14 – Change by deleting old language referring to DPI and replacing it with: “Employees will be eligible to participate in the Company 401(k) plan under its terms.”

All changes are effective as of the date specified or upon ratification. Neither the increases in wages, the bonus, nor any other benefit apply retroactively to any person not on payroll during the full pay period next following the date this MOA is ratified. Any proposals made by the Company are withdrawn without prejudice. This Agreement is subject to ratification by both the Union and the Company. The negotiating teams of both local unions agree to recommend acceptance of this package.

Quality Custom Distribution

Kevin Holmes

Signature

Kevin Holmes

Printed Name

General Manager

Title

9/2/2020

Date

For Local 730

[Signature]
Signature

Ritchie Brooks
Printed Name

President
Title

9-2-2020
Date

For Local 639

[Signature]
Signature

MARK GRINEVICIUS
Printed Name

BUSINESS AGENT
Title

9/2/2020
Date

For Local 730

[Signature]
Signature

CHRISTOPHER BROWN
Printed Name

SHOP STEWARD
Title

9/2/20
Date

For Local 639

Vanessa Proctor
Signature

Vanessa Proctor
Printed Name

Shop Steward
Title

9-3-2020
Date

For Local 730

William A. Gaunreau
Signature

WILLIAM GAUNREAU
Printed Name

SHOP STEWART
Title

9-2-20
Date

For Local 639

Leonard Davis
Signature

Leonard Davis
Printed Name

Shop Steward
Title

9-3-2020
Date

For Local 730

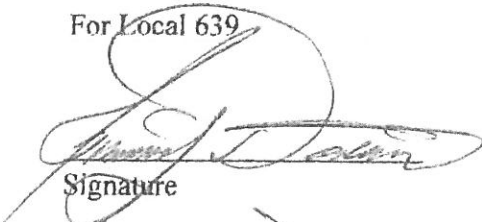
George N. Nunov
Signature

GEORGE N. NUNOV
Printed Name

SHOP STEWARDS
Title

9/2/2020
Date

For Local 639


Signature

Jimmy Davis
Printed Name

Shop Steward
Title

9-02-20
Date

For Local 730


Signature

Franklin D. Myers
Printed Name

Recording Secretary
Title

12/1/02/2020
Date

STEVEN M. SINDLER

ATTORNEY AT LAW

1130 ANNAPOLIS ROAD
SUITE 101
ODENTON, MD 21113
TELEPHONE 410.551.9323
FACSIMILE 410.551.1566
steve@sindlerlaw.com

October 13, 2020

Board of Trustees
Local No. 730 Prepaid Legal Services Fund
c/o Alicia Cochran
Associated Administrators, Inc.
911 Ridgebrook Road
Sparks, MD 21152

RE: Hourly Rate

Dear Sirs/Madams:

Please kindly accept this letter as my request for the Board's consideration of an increase in the hourly rate under the Local No. 730 Prepaid Legal Services Fund ("the "Plan") to \$140.00 per hour. This proposed increase reflects the increase in the cost of legal services in the Baltimore-Washington Metropolitan Area.

Thank you for your consideration.

Very truly yours,



Steven M. Sindler

SMS/tmd