

**Virginia Freight Council
Supplemental Agreement
Covering
City Pickup and Delivery and
Over-the-Road
For the Period of
April 1, 2013 ~~2008~~
Through
March 31, 2018 ~~2013~~**

VIRGINIA FREIGHT

COUNCIL

CITY PICKUP AND DELIVERY

And

OVER-THE-ROAD

SUPPLEMENTAL AGREEMENT

For the Period

April 1, 2013 ~~2008~~ to March 31, 2018 ~~2013~~

PREAMBLE

To cover all drivers and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. ABF _____
(Company hereinafter referred to as the Employer or Company and the Virginia Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Local Cartage and Over-the-Road Supplemental agreement is supplemental to and becomes a part of the Master Freight agreement, herein referred to as the "ABF Master Agreement" for the period commencing April 1, 2013 ~~2008~~, which ABF 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. ABSENCE – *No Change*

ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES – *No Change*

ARTICLE 42. PAY PERIOD – *No Change*

ARTICLE 43. GRIEVANCE MACHINERY

Section 1. State Committee

The ~~Employers~~ **ABF** and the Unions, parties to this Agreement, shall together create a ~~Virginia State Committee~~ **Eastern Region Grievance Committee**. The ~~State~~ Committee shall consist of an equal number of members ~~appointed by Employers of TMI/TEA~~ and Unions, but no less than two (2) from each group. Each member may appoint an alternate in his place. The ~~State~~ Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. Such State Committee shall have jurisdiction over disputes, grievances, complaints and changes of operations involving Local Unions and ~~Employers~~ **ABF** operating under this Agreement.

The Local Unions and the ~~Employers~~ **ABF** agree that the rules of procedure of the ~~Virginia State~~ Committee will be amended to provide that the Committee shall consist of three (3) members from each group whenever possible, and provide a procedure for determining when the size of the Committee should be reduced.

Section 2. Functions of Committee

It shall be the function of the Committee to settle disputes which cannot be settled between the ~~Employer~~ **ABF** and the Local Union in accordance with the procedures established in Section 1, Article 44. All Committees established under this Article may act through subcommittees duly appointed by such Committee.

Section 3. Committee Attendance

Meetings of the Committee must be attended by each member of such Committee or his alternate. However, the failure of any member or his alternate to attend any such meeting shall in no way affect any decision of the Committee.

Section 4. Examination of Records

The Local Union or ~~State~~ Committee shall have the right to examine time sheets, dispatch sheets and any other records pertaining to any individual or individuals whose pay is in dispute or records pertaining to specific grievances.

Section 5. Eastern Region Joint Area Committee

The Employers ABF and the Union shall together create a permanent ABF Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This ABF Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location, as per the ABF Eastern Region Grievance Procedure MOU.

Section 6. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the ABF National Agreement shall be promptly referred to the ABF National Grievance Committee in accordance with such Article 8.

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Unions and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceeding without first using all possible means of settlement, as provided for in this Agreement, 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 then apply:

(a) Where the ~~State~~ Committee, by a majority vote, settles a dispute, such decision will be final and binding on both parties.

(b) It is agreed that all matters pertaining to the interpretations of any provisions of this Agreement may be referred at the request of any party at any time for final decision to the ~~State~~ Committee.

(c) When the ~~Virginia State~~ Committee is unable to agree or come to a decision in all other cases, it shall, at the request of the Union or the Employer involved, be appealed to the ABF Eastern Region Joint Area Committee at the next regularly constituted session. Where any Committee established under this provision by majority vote settles a dispute, such decision shall be final and binding on both parties with no further appeal. In the event that a grievance is deadlocked at the ABF Eastern Region Joint Area Committee, the grievance shall be referred to the ABF Eastern Region Review Committee. If not resolved, it shall be referred to the ABF National Grievance Committee for resolution. Deadlocked at the ABF National Grievance Committee shall follow the procedures in Article 8 of the ABF National Master Freight Agreement.

(d) Failure of the ~~State~~ Committee to meet without fault of the complaining side, refusal of either party to submit to or to appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of Article 44.

(e) In the event of strikes, work stoppages, or other activities which are permitted in case of deadlock, default or failure to comply with majority decisions, no interpretation of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretations by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

Section 2.

Notwithstanding anything herein contained, it is agreed that in the event ~~any Employer~~ **ABF** is delinquent at the end of a period in the payment of his contribution to the Health and 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 five (5) days written notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 3.

All grievances must be made known to the other party within ten (10) days after the reason for such grievance has occurred or within ten (10) days after the driver has reported back to home terminal (defined as the company's facility and not the home terminal city). If unable to settle such grievance within a total of twenty (20) days after reason for such grievance has occurred, such grievance must be submitted in writing to the ~~Virginia State~~ Committee, or the complaint will be automatically voided, except where there is a proven violation of the hourly or mileage rate provision in this contract.

Accidents: Where an employee is involved in an accident, the employer may place such employee on notice with a copy to the Union, that the accident is under investigation, and that any disciplinary action will be withheld pending completion of such investigation.

Such investigation must be completed within thirty (30) days from the date of notice as provided herein, and any disciplinary action must be taken within twenty (20) days after the investigation is completed.

Where an employee is allegedly involved in a criminal act, act of dishonesty or other such incident which by its nature may be cause for immediate discharge, but which act or incident requires investigation in order to avoid a possible injustice and such investigation cannot be completed within ten (10) days, for reasons beyond the control of the employer, the employer may place such employee on notice of such investigation, with a copy to the Local Union, stating

the reason(s) why such investigation cannot be so completed, and that any disciplinary action will be withheld pending the completion of such investigation. Subterfuge of this provision shall render any disciplinary action taken beyond this ten (10) day period null and void.

Section 4.

Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this contract that cannot be settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by an official of the International Brotherhood of Teamsters, with notice of such approval to be given to the Employer in writing. The granting of such approval by the International Brotherhood of Teamsters shall not impose any liability on said International Brotherhood of Teamsters.

In the case of an unauthorized work stoppage, foreign drivers will be offered loads in accordance with the prevailing Road Supplement. Failing to go through a picket line, drivers will not be compensated by the company.

(1) Drivers can return to their home terminal at their own expense, but must return to foreign terminal to be dispatched after the strike is over.

(2) Drivers electing to lay over at the foreign terminal shall be responsible for their own expenses, with the exception of lodging and transportation to and from lodging, which shall be provided by the company.

(3) When the strike is settled, drivers will be on layover time for the first eight (8) hours if past their statutory rest period.

(4) Drivers sent to another terminal to be dispatched by means of transportation other than company equipment, shall be paid public transportation, plus the applicable mileage rate to the destination terminal.

ARTICLE 45. DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION

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, and a copy of the same to the Union affected, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drinking of or being under the influence of alcoholic beverages or drugs during working hours, including meal period, possession of controlled substance(s) on company property, or alcohol and drug use as provided in Article 35 of the **ABF** National Master Freight Agreement and the decision of the **ABF** National Grievance Committee referenced therein, or subject to call at away-from-home terminal, or recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers or failure to immediately report a serious accident or one which employee would normally be aware of ("Immediate" means the scene of the accident or the nearest telephone), or engaging in physical violence while on Company property or on duty to the employee who initiates such action, or proven willful damage to equipment or

Company property, or proven sexual harassment of any person, or the carrying of firearms on Company property or equipment (except a legitimate hunting rifle or shotgun cased and secured out of sight in the employee's personal vehicle in accordance with law.) Discharge or suspension must be by proper written notice to the employee and the Union affected. "Proper written notice" as used herein shall be notice in writing stating the action taken, and shall identify the Article of this Agreement under which such action is taken and/or include a statement of facts which justify the action taken. Any such notice shall be deemed as having been given on the date of its postmark if sent by certified mail, or on the date of its delivery if delivery is made by any means other than certified mail.

ADD: 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.

Except in cases involving "cardinal" infractions under this Supplemental Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

When the employer determines to impose a disciplinary suspension, the suspension from work shall commence not later than fourteen (14) calendar days after the date for filing a timely grievance has expired, settlement or grievance committee decision if a grievance is filed on such suspension, unless the employee is off because of illness, injury, vacation or other such reason. For employees in regular weekly guaranteed status only, any suspension from work for more than one day shall be imposed on consecutive workdays. Warning notices shall have no force or effect for purposes of supporting more severe disciplinary action after nine (9) months from the date thereof.

Protest of warning notices shall be the sole responsibility of the employee receiving such notice. Any protest made must be in writing within twenty (20) days from the date of such notice to the Employer setting forth the basis for such protest, with a copy to the Local Union.

Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The terms and conditions of such reinstatement may provide for full, partial or no compensation for time lost. Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Appeals from discharge must be taken within ten (10) calendar days by written notice to the Employer and filed with the ~~Virginia State~~ Grievance Committee.

The Employer is permitted to make and enforce any reasonable Company rules by mutual agreement with the Union which do not conflict with the provisions of this Agreement. If unable to agree on such rules they shall be submitted to the grievance procedures as established by this Agreement. Uniform rules and regulations with respect to disciplinary action may be drafted with approval of the State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Agreement.

If the Employer believes the employee to be under the influence of alcoholic beverages or drugs, the employee is to be offered an appropriate test as provided in Article 35.

Should the employee refuse to submit to such test at the time requested, it shall be considered an admission of guilt, and subject the employee to immediate discharge.

An employee is subject to call or on duty at all times when away from his home terminal, except when on a required statutory eight (8) hour rest period.

ARTICLE 46. HEALTH & WELFARE

Section 1. Local 822 only -

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2014, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2015, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2016, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2017, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Section 2. -

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2014, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2015, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2016, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2017, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Section 3. -

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2014, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2015, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2016, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2017, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Section 4. – *No Change*

Section 5. – *No Change*

Section 6.

Contributions to the Health and Welfare Fund must be made for each week on each regular or laid off regular employee who ~~works at least one (1) day~~ **is compensated for three (3) days** in that week under the provisions of this Agreement including weeks where work is performed for the Employer but not under the provisions of this Agreement, and although contributions may be made for those weeks into some other health and welfare fund.

Section 7. – *No Change*

Section 8. – *No Change*

Section 9.

A proposal to switch employees from coverage by one health and welfare fund to another must be by mutual agreement of the Employer and Union representatives on the ~~Virginia~~ **ABF** Supplemental Negotiating Committee. In the event of a deadlock by the ~~Virginia~~ **ABF** Supplemental Negotiating Committee, the coverage of employees shall not be switched to another health and welfare fund. No further appeal of the issue can be taken.

ARTICLE 47. PENSION FUNDS

Section 1. Local 822 only -

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2014, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2015, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2016, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2017, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Section 2.

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Effective August 1, 2014, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

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Section 3.

Effective August 1, 2013, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

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Effective August 1, 2017, up to \$1.00 per hour increase to be split between Health & Wealth and Pension.

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7.

Contributions to the Pension Fund must be made for each week on each regular and laid-off employee who ~~works at least one(1) day~~ **is compensated for three (3) days** in that week under the provisions of this Agreement, including weeks where work is performed for the Employer but not under the provisions of this Agreement; and although, contributions may be made for those weeks into some other pension fund. Employees who work either temporarily or cases of emergency under the terms of this Agreement shall not be covered by the provisions of this Section.

Section 8. – *No Change*

Section 9. – *No Change*

ARTICLE 48. SICK LEAVE

All employees shall have five (5) days sick leave per year. Sick leave not used by ~~March 31 of 2008~~ **January 1 of 2014** will be paid on ~~March 31, 2008~~ **January 1, 2014** at the hourly rate then

~~in existence. To convert the accrual and cash out dates for sick leave from April 1 to January 1 would become effective January 1, 2009. As an example employees would be entitled to cash out accrued unused sick leave on April 1, 2008, and would accrue an additional 5 days sick leave between April 1, 2008, and December 31, 2008, and would be entitled to cash out any unused sick leave on January 1, 2009. In addition, no employee will lose their entitlement to the cash out of unused sick leave on January 1, 2009, because they were not able to satisfy the present eligibility provision of having received 90 days of compensation during the shortened qualifying period of April 1, 2008, through December 1, 2008.~~

Unused sick leave earned under this provision will be paid with the pay period as described in Article 42 of this Agreement covering earnings of January 1~~;~~ of each year of this Agreement~~.~~

Sick leave pay as provided in Article 38, Section 1 and the National Guidelines issued there under will be paid on a daily basis for each day of absence due to sickness or accident of employee who has available sick leave, until his days of sick leave are exhausted.

The **ABF** National Negotiating Committee may develop additional rules and regulations to apply to sick leave provisions negotiated in the 1976 ~~NMFA~~ **NABFFA** and amended in this Agreement uniformly to the Supplements. The Committee shall not establish rules and regulations for sick leave programs in existence prior to April 1, 1976.

ARTICLE 49. FUNERAL LEAVE - *No Change*

ARTICLE 50. PROTECTIVE APPAREL - *No Change*

ARTICLE 51. TERM OF AGREEMENT – *No Change*

**VIRGINIA FREIGHT COUNCIL
CITY PICKUP & DELIVERY
SUPPLEMENTAL AGREEMENT
FOR THE PERIOD:
APRIL 1, 2013 ~~2008~~ - MARCH 31, 2018-~~2013~~**

PREAMBLE

To cover city pickup and delivery and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. _____ **ABF**(Company) hereinafter referred to as the Employer and the Virginia Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Local Cartage Supplemental agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the “**ABF** Master Agreement” for the period commencing April 1, 2013 ~~2008~~, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such **ABF** Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the **ABF** National Grievance Committee.

ARTICLE 52. SCOPE OF AGREEMENT

Section 1. Operations Covered – *No Change*

Section 2. Combination City and Road Work – *No Change*

Section 3. Supervisory Personnel

At no time will any employee with supervisory authority be permitted to perform any work covered by this Agreement, except as provided in Article 9 (Protection of Rights).

ADD: However, where no local cartage employees are on the property, a supervisor can load an unscheduled customer pick-up on an occasional and incidental basis. It is understood that this provision is intended to apply only to unanticipated situations taking less than 30 minutes. The Company shall not intentionally schedule such pick-ups for times when the local cartage employees are not available.

Section 4. – *No Change*

ARTICLE 53. SENIORITY

Section 1.

(a) Seniority rights shall prevail.

(b) A probationary employee is an employee as provided in Article 3, Section 2(a) of the National ~~Master~~ **ABF** Freight Agreement and who is attempting to qualify for “regular” status and is on probation until he has completed the sixty (60) day probationary period. Probationary employees shall be ranked and called to work in seniority order.

The probationary employee will be notified in writing, with a copy to the Local Union, as to the beginning date of his/her probationary period. After sixty (60) days, the employee shall be placed on the regular seniority list. On completion of the sixty (60) day period, the employee’s seniority date shall be the first day of his/her probationary period. Probationary employees shall be used ahead of casual employees.

The Employer shall not use casuals for the purpose of defeating the provisions of this Agreement.

Probationary employees are not entitled to the benefits of Article 56 - Holidays.

Effective April 1, 2013 ~~2008~~, all regular employees hired on or after that date and all employees in progression shall receive the following hourly and/or mileage rates of pay:

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost of living adjustments, under this Agreement.

Section 2. Seniority List – *No Change*

Section 3. Loss of Seniority - *No Change*

Section 4. Layoff and Recall - *No Change*

Section 5. Posting of Bids - *No Change*

Section 6. – *No Change*

Section 7. – No Change

ARTICLE 54. CASUALS - No Change

ARTICLE 55. VACATIONS

Section 1. – No Change

Section 2. – No Change

Section 3.

All employees who have been employed two (2) years or more shall receive a vacation with pay of ten (10) working days. All employees who have been employed eight (8) years or more shall receive a vacation with pay of fifteen (15) working days. All employees who have been employed fifteen (15) years or more shall receive a vacation with pay of twenty (20) working days. All employees who have been employed twenty (20) years or more shall receive twenty-five (25) working days of paid vacation. Effective January 1, 2004, all employees who have been employed thirty (30) or more years shall receive thirty (30) working days of paid vacation. Vacation pay shall be forty-five (45) hours at the then prevailing straight time hourly rate at time of vacation for each week of vacation. Employees shall be given their vacation pay before starting their vacation upon notice of one (1) week to the Employer.

Vacation Reduction: (a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week; (b) Employees will not lose vacation for vacation anniversary years that begun accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

Employees will not be allowed to work while on vacation.

Regular employees not in layoff status with at least two (2) years seniority may split one (1) week of their vacation into one (1) day increments. Employees may take one (1) day at a time or any combination of days at a time, up to a total of five (5) days for each vacation earned, anniversary to anniversary. Employees must give at least a week's notice (except by mutual agreement) prior to the requested day or days off. There will be no bumping within a week of vacation. Employees taking one week vacation have priority over those taking less than one week, and the fifteen percent (15%) rule applies during the months of May through October; however, a minimum of one (1) employee may take a split vacation without regard to the fifteen percent (15%) rule. The number of employees allowed off for split vacations at any one time

will be governed by the personal holiday rules in Article 56, Section 1. Employees with four (4) or more weeks may split two weeks vacation as outlined above.

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

ARTICLE 56. HOLIDAYS

Section 1.

The following named holidays shall be paid for at the rate of one-fifth (1/5) of the guaranteed weekly earnings in addition to any monies earned by the employee on such holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, day after Thanksgiving, Christmas Eve, Christmas Day, Employee's Birthday and one (1) personal holiday. The regular/laid off employee shall be eligible for his holiday pay if he works one (1) day in the calendar week preceding the week in which the holiday falls, or one (1) day in the holiday week, or one (1) day in the calendar week following the week in which the holiday falls, provided the employee also works either the day before or the day after the holiday if requested to do so by the Employer, unless the employee is unable to work because of illness proven by doctor's excuse. This shall not apply to back-to-back holidays where the employee shall be required to work the day before and the day after such holiday when requested to do so. Failure to work the required days stated above shall result in the loss of both holidays. If the holiday falls outside an employee's regularly scheduled workweek, such employee shall receive holiday pay in addition to his weekly earnings but the holiday shall not be considered as time worked for the purpose of weekly overtime.

When a holiday falls on a Sunday, the day observed shall be the holiday rather than the holiday Sunday.

Any employee who begins a shift at straight time rate of pay shall complete the shift at the straight time rate of pay even though the shift runs into a holiday. If the employee begins a shift on a holiday at the penalty rate, he shall complete the shift at the penalty rate even though the shift runs beyond the holiday. Unworked holidays falling within the employee's regularly scheduled workweek shall be considered as time worked for the purpose of the weekly guarantee, weekly overtime and qualification to regular status.

If an employee is required to work on a holiday, he shall receive one and one-half (1 1/2) times his regular hourly rate in addition to his holiday pay and shall be guaranteed a minimum of six (6) hours work on such day. Work performed on the holiday shall not be credited against the weekly guarantee, and shall not be considered as hours worked in computing weekly overtime.

If the holiday falls within an employee's scheduled vacation period, he shall receive compensation for one (1) extra day's pay or an extra day's vacation with pay in lieu thereof.

An employee must give his supervisor notice at least seven (7) days prior to his birthday each year of the date of his birthday and that he will be off that day. If an employee fails to notify the Employer, and he works on his birthday, he shall not receive penalty pay for the holiday, ~~but will be given another day which is agreeable to the Employer to replace his birthday as a holiday.~~

Add: but will be given another day in their birthday workweek or the following work week to replace his birthday as a holiday.

There will be no penalty pay for an employee working on his birthday, unless he has notified the Employer, as stated above, and the Employer requires him to work on his birthday.

Probationary employees are not entitled to the benefits of this Article.

Personal holidays shall be taken on the day requested by the employee barring Acts of God beyond the Employer's control, providing the employee gives the Company at least seven (7) days notice, in writing. If a number of employees request their Personal Holiday on the same day in accordance with the seven (7) day provision outlined above, the employees selected for that day shall be by seniority. However, during the seven (7) day period immediately prior to the employee's holiday, he cannot be bumped for his Personal Holiday.

The number of employees in the bargaining unit shall determine the number of employees on Personal Holiday on any given day. **ADD: At terminals with less than 10 employees a maximum of one (1) employee shall be allowed off on a given day for a personal holiday or single day vacation.** Terminals with less than twenty (20) employees shall allow one (1) employee off on a given day. Larger terminals shall allow one (1) more off a day for each additional twenty (20) employees.

If an employee has not selected his Personal holiday by March 15th, he shall be paid for the holiday at the prevailing rate in lieu of time off.

Section 2.

Regular employees are entitled to holiday pay if the holiday falls within the first thirty (30) days of absence due to illness, or non-occupational injury, or within the first six (6) months of absence due to occupational injury. This does not apply to employees taking leave of absence for full-time employment with the Union.

ARTICLE 57. SANITARY CONDITIONS – No Change

ARTICLE 58. WAGES

Except as provided in Article 53, Section 1, the rates of pay for employees covered by this Agreement shall be as follows:

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

The Employer's city employees shall be paid the same percentage of the over-the-road rate that they enjoy in their city classification when performing over-the-road work.

ARTICLE 59. WORKWEEK AND WORKDAY

Section 1. – *No Change*

Section 2. – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

Section 8. – *No Change*

Section 9. – *No Change*

Section 10. – *No Change*

Section 11. Order of Work Call – *No Change*

Section 12. – No Change

Section 13. – No Change

Section 14. – No Change

Section 15. – No Change

Section 16.

Employees shall, except by mutual agreement, take at least one (1) continuous period for meals but not less than thirty (30) minutes nor more than one (1) hour in any one (1) day. No employee shall be compelled to take more than one (1) continuous hour during such period. The meal period shall not begin before the employee has been on duty four (4) hours, but shall begin before the employee has been on duty six (6) hours. Meal periods must be specified in the bid. An employee required to work during the two (2) hour period set forth above without lunch shall receive his regular hourly rate of pay for such lunch period in addition to the applicable contractual pay provisions; but this provision shall not apply if the employee elects to take a lunch period before the fourth (4th) or after the sixth (6th) hour. Meal period shall not be compulsory at stops where driver is responsible for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

Except where otherwise mutually agreed, the Employer agrees to give all local employees two (2) ten (10) minute rest periods each shift. Rest periods are to be taken work station to work station, and not to coincide with or extend the meal period.

One (1) rest period shall be taken prior to the meal period and one (1) after the meal period.

There will be an additional ten (10) minute break after the tenth (10th) hour and once every two (2) hours thereafter.

ARTICLE 60. OWNER-OPERATOR OPERATION – No Change

APPENDIX A – No Change

IN WITNESS HEREOF the undersigned do duly execute The **ABF** National Master Freight Agreement and City Pickup and Delivery Supplemental Agreement (and Riders, if any) set forth herein.

FOR THE UNION

LOCAL UNION No. _____ affiliate of the International Brotherhood of Teamsters.

By _____
(Title)

FOR THE COMPANY

(Company)

By _____

Its _____

VIRGINIA FREIGHT COUNCIL

OVER-THE-ROAD

SUPPLEMENTAL AGREEMENT

For the Period:

April 1, 2013 ~~2008~~ - March 31, 2018 ~~2013~~

PREAMBLE

To cover the drivers employed in the operation of common, contract and private carriers in the State of Virginia.

_____ **ABF** (Company) hereinafter referred to as the Employer and the Virginia Freight Council and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the **ABF** Master Freight Agreement, hereinafter referred to as the “**ABF** Master Agreement” for the period commencing April 1, 2013 ~~2008~~ which **ABF** 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 **ABF** National Grievance Committee.

ARTICLE 61. SCOPE OF AGREEMENT – *No Change*

ARTICLE 62. SENIORITY

Section 1.

(a) Seniority rights shall prevail.

(b) Probationary employees and casual employees are those which are defined in Article 3, Section 2 of the National Master Freight Agreement.

When an Employer utilizes any combination of casual employees as a supplement to the regular work force for thirty (30) days or more in two (2) consecutive calendar months, the Employer shall be required to add one (1) probationary employee for each such thirty (30) days worked by casual employees as described above. Within sixty (60) days of the first day of the calendar month following the two (2) consecutive calendar months, as described above, the Employer

must add one (1) probationary employee to the seniority list for each such thirty (30) days worked by casual employees as described above.

A probationary employee is one who is hired to fill a regular position under the provisions of this Agreement, but shall be employed only on a sixty (60) day trial basis. A probationary employee who has worked, or the Company has put on call and remains on call for the sixty (60) day probationary period shall be considered a “regular” employee and shall be placed on the seniority list. A new regular employee’s seniority date shall be the first day of employment of such sixty (60) day probationary period. The Employer may not terminate a probationary employee for the purpose of evading the Agreement or discriminating against Union members. In case of discipline within the sixty (60) day period, the Employer shall notify the Local Union in writing.

Before utilizing casuals, the Employer will give first opportunity to laid off employees from a list submitted by the Local Union, provided that such list furnishes the names, addresses, phone numbers and types of jobs that such employees are qualified to perform. Such lists, including maintenance thereof in a current status, shall be the sole responsibility of the Local Union and shall include the names of all laid-off employees, not working, who desire to have their names submitted.

Before being utilized, the employee must be able to meet the current hiring standards of the company to which his name is submitted. A valid DOT physical examination card shall be accepted by all Employers on employees who are currently laid off except that where a company’s policy requires its own personnel processing, including a DOT physical examination, an employee need not be utilized until he has passed such physical examination. Such physical examination shall be paid for by the company.

Effective April 1, 2013 ~~2003~~, all regular employees hired on or after that date and all employees in progression shall receive the following hourly and/or mileage rates of pay:

- (a) Effective first (1st) day of employment -75% of the current rate.
- (b) Effective first (1st) day of employment plus one year 80% of the current rate.
- (c) Effective first (1st) day of employment plus eighteen (18) months - 90% of the current rate.
- (d) Effective first (1st) day of employment plus two (2) years 100% of the current rate.

The above rates of pay shall not apply to casual employees.

The term “current rate” is the applicable hourly and/or mileage rate of pay for the job classification including all cost of living adjustments, under this Agreement.

Section 2. Seniority List – *No Change*

Section 3. Loss of Seniority – *No Change*

Section 4. Layoff and Recall – *No Change*

Section 5. Dispatch Procedure and Posting of Bids – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

Section 8. – *No Change*

ARTICLE 63. MEAL PERIOD – *No Change*

ARTICLE 64. VACATIONS

Section 1.

Employees covered by this Agreement who have worked sixty percent (60%) or more of the total working days during any twelve (12) month period, shall receive a vacation with pay of six (6) working days where they have been employed one (1) year, and twelve (12) working days where they have been employed two (2) years or more. Employees shall receive a vacation with pay of eighteen (18) days where they have been employed eight (8) years or more.

Employees shall receive a vacation with pay of twenty-four (24) working days where they have been employed fifteen (15) years or more. All employees having twenty (20) or more years of service shall receive thirty (30) working days of paid vacation. Effective January 1, 2004, all employees having thirty (30) or more years of service shall receive thirty-six (36) working days of paid vacation. Employees shall be given their vacation pay before starting their vacation, upon notice of one (1) week to the Employer. Sixty percent (60%) equals 187 days.

Vacation Reduction: (a) The vacation eligibility schedule in effect from the previous labor agreement shall be reduced by one week; (b) Employees will not lose vacation for vacation anniversary years that begun accruing prior to April 1, 2013. Vacation accrual for vacation anniversary years beginning on or after April 1, 2013 will be reduced by one (1) week.

Employees will not be allowed to work while on vacation

Section 2. – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

ARTICLE 65. HOLIDAYS – *No Change*

ARTICLE 66. LODGING – *No Change*

ARTICLE 67. PAID-FOR-TIME - *No Change*

ARTICLE 68. PICKUP AND DELIVERY LIMITATIONS – *No Change*

ARTICLE 69. MILEAGE AND HOURLY RATES

Section 1.

(a) Except as provided in Article 62, Section 1, the rate of pay per mile for all drivers shall be as follows:

*****REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT*****

(c) If any leg of the dispatch involves the pulling of multiple trailers, the driver will be paid the twin trailer rate for only that portion of the dispatch in which he is actually pulling multiple trailers. All other portions of such dispatches shall be paid at the rate applicable to the type of unit actually pulled.

Section 2.

Except as otherwise provided for in this Agreement, all drivers when put to work shall receive the mileage rate specified herein for miles driven, time spent making pickups and deliveries at points en route including intermediate terminals, and compensable delay subject to an eight (8) hour minimum guarantee.

If miles driven, time spent making pickups and deliveries, and compensable delay exceeds the eight (8) hour minimum guarantee, the driver shall be paid the greater. On turnaround runs, the one (1) hour meal period shall be taken at the point farthest from the home terminal.

The above one (1) hour meal period only applies to a single turn. Meal period shall not be compulsory where there is not an accessible eating place.

Section 3.

Mileage shall be computed gate to gate over designated routes. Where a dispute involving mileage arises, the Employer and the Union shall jointly log the mileage in accordance with the Rules of Procedure established by the Virginia Negotiating Committee. Once this mileage is established it shall be applied to all runs operated over that particular route between those two points. No Employer shall change its present mileage pay until the above procedure has been followed, unless such change is agreed to by the Local Union involved. Any change in mileage resulting from the above procedure shall not result in any retroactive pay to driver or refund from a driver.

In computing breakdown the driver will be paid actual miles driven plus breakdown time or an eight (8) hour guarantee, whichever is greater.

ARTICLE 70. SUBSEQUENT RUNS – *No Change*

ARTICLE 71. TWO-MAN OPERATIONS, STEEL HAUL OPERATIONS AND OWNER-OPERATOR OPERATIONS – *No Change*

MEMORANDUM OF UNDERSTANDING TO APPLY TO CITY PICKUP AND DELIVERY AND OVER-THE-ROAD EMPLOYEES

ABSENTEEISM – *No Change*

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day, _____ 2013 ~~2008~~ to be effective as of April 1, 2013 ~~2008~~ except to those areas where it has been otherwise agreed between the parties:

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT INDUSTRY

NEGOTIATING COMMITTEE

VIRGINIA FREIGHT COUNCIL

NEGOTIATING COMMITTEE

Jim Smith, Chairman

For the Employers:

~~ABF TRUCKING MANAGEMENT, INC.~~

~~, Chairman~~

IN WITNESS HEREOF the undersigned do duly execute The **ABF** National Master Agreement and Supplemental Agreement (and Riders, if any) set forth herein.

FOR UNION LOCAL UNION No. _____, affiliate of International Brotherhood of Teamsters.

By _____
(Signed)

Its _____
(Title)

FOR THE COMPANY

(Company)

By _____
(Signed)

Its _____
(Title)

Memorandum of Understanding

The undersigned parties have reached agreement with regards to Grievance Handling procedures within the Eastern Region geographical area and this memorandum of understanding.

The following Joint Area Committees shall meet on a quarterly basis at a location agreed to by the Company, TMI/Transport Employers (TEA) and the IBT Eastern Region Freight Coordinator.

Northern New England

New England

New York State

New Jersey/New York

New Jersey/New York 701

Philadelphia & Vicinity

Central Pennsylvania

Maryland/DC

Virginia Freight Council

West Virginia

Additionally the 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 TMI/TEA. In such event, any unresolved cases from that same Supplement may also be heard at this session, if mutually agreed to by the Committee Chairmen, TMI/TEA, and the parties and notification has been given to the same no less than seven (7) days prior to the scheduled hearing.

The Committee shall be made up of Local Union representatives from the Supplement involved and ABF Industrial Relations personnel or their designees. It is agreed that in order for a Committee to hear a case there shall be an equal number of TMI/TEA Committee members and Union Committee members sitting, not to exceed three (3) each and not less than two (2). It is further agreed that local Union representatives who are appearing as presenters or witnesses for the Local Union involved in a proceeding before a Panel, will be ineligible to act as a member of that Panel. In addition, a member of a Local Union shall not sit on the Panel to hear cases docketed by their own Local Union. The Company Panel for cases to be heard at any level shall consist of not less than two (2) TMI/TEA Committee members (contractors).

In the event a grievance matter is deadlocked at the Joint Area Committee level, it shall be referred to the ABF/TNFINC Eastern Region Committee for handling. If not resolved at this level it shall be referred to the ABF/TNFINC Review Committee or to the ABF/TNFINC National Grievance Committee.

It is incumbent on the Supplemental Committees and the Eastern Region Committee to modify grievance machinery language and/or Committee Rules of Procedure accordingly to comply with this MOU. The intent of this MOU is to modify hearing dates and locations to be uniform and facilitate the grievance process. It is not the intent of this MOU to modify any provision of a Supplement or Committee Rules of Procedures except as contained herein.

Committee expenses shall be financed by the fees established in the rules of procedure of each Supplement.

Tentatively Agreed to:

Company: _____

Union: _____

Michael S. Scalzo

Ernie Soehl

Senior Director Industrial Relations

Eastern Region Freight Coordinator