

# Virginia Freight Council City Pickup and Delivery and 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**.

## City Pickup and Delivery and Over-the-Road

### PREAMBLE

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

(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 "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. ABSENCE

*NO CHANGE*

### ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES

*NO CHANGE*

### ARTICLE 42. PAY PERIOD

All employees covered by this Agreement shall be paid in full each week, and not more than seven (7) days pay shall be held on an employee except as provided in the following paragraph.

The Union and Employer may by mutual agreement provide for semi-monthly pay periods. Each employee shall be provided with an itemized statement of gross earnings and of all deductions made for any purpose. In the event the Company elects to establish a longer pay period, it agrees to establish a payroll period commencing at 12:01 a.m. Monday and terminating at midnight Sunday. The payday for such payroll period will be advanced one (1) day each week until the second (2nd) Thursday following the close of the payroll period becomes the established payday.

~~Pay shortages resolved by mutual agreement, or by decision of an appropriate grievance committee will be paid on the regular payday applicable to the pay period in which such settlement was made, or such decision was~~

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~~received by the Employer. The Company will verify grievance settlement requiring pay on the pay stub or in writing.~~ **Any employee who has a payroll error shortage of seventy-five dollars (\$75.00) gross or more will be corrected within three (3) business days (excluding Saturdays, Sundays, and Holidays) following the employee notifying the Company in writing. The Company through Direct Deposit or by draft will correct payroll errors and pay the affected employee within three (3) business days (excluding Saturday, Sundays and Holidays). Failure to correct as described above will result in a penalty to the Company of eight (8) hours straight time pay for each business day (excluding Saturdays, Sundays, and Holidays) until corrected.**

**ARTICLE 43. GRIEVANCE MACHINERY  
NO CHANGE**

**ARTICLE 44. GRIEVANCE MACHINERY  
AND UNION LIABILITY  
NO CHANGE**

**ARTICLE 45. DISCHARGE, SUSPENSION  
OR OTHER DISCIPLINARY ACTION  
NO CHANGE, EXCEPT FOR THE  
FOLLOWING:**

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 National Master

Freight Agreement and the decision of the National Grievance Committee referenced therein, or subject to call at away-from-home terminal, or ~~recklessness resulting in~~ a 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.

**\*\*SEE NATIONAL MASTER  
AGREEMENT\*\***

Appeals from discharge must be taken within ten (10) calendar days by written notice to the Employer, ~~and filed with the~~ **If unable to resolve such appeal within a total of twenty (20) days, such appeal must submitted in writing to the Virginia State Grievance Committee, or the appeal will be automatically voided.**

**ARTICLE 46. HEALTH & WELFARE**

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

**ARTICLE 47. PENSION FUNDS**

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

**ARTICLE 48. SICK LEAVE**

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

All employees shall have five (5) days sick leave per year.

Sick leave not used by ~~March~~**December** 31 of ~~2008~~**of each calendar year** will be paid **in accordance with Article 38 and the national guidelines** ~~will be paid on March 31, 2008 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 National Negotiating Committee may develop additional rules and regulations to apply to sick leave provisions negotiated in the 1976 NMFA 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**

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. The compensable day or days must fall within the employee’s regular scheduled workweek.

A regular employee shall be entitled to three (3) days funeral leave during the period from and including the day of the death of the designated relative to and including the day of the funeral if all other conditions set forth herein are met:

1. To be eligible for funeral leave, the employee must attend, or make a bona fide effort to attend, the funeral.
2. Pay for compensable funeral leave shall be for eight (8) hours at the straight time hourly rate.
3. Funeral leave is not compensable when the employee is on leave of absence, vacation, bona fide layoff, sick leave, holiday worker’s compensation, or jury duty.
4. The relatives designated shall include brothers and sisters having one parent in common, and those relationships generally called “step”, providing persons in such relationship have lived or have been raised in

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the family home and have continued an active family relationship.

**In addition the regular employee shall be entitled to one (1) day's paid Funeral Leave for one (1) father-in-law and one (1) mother-in-law while employed by the Employer.**

**ARTICLE 50. PROTECTIVE APPAREL  
NO CHANGE**

**ARTICLE 51. TERM OF AGREEMENT  
NO CHANGE**

**VIRGINIA FREIGHT COUNCIL  
CITY PICKUP & DELIVERY  
SUPPLEMENTAL AGREEMENT**

**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.

\_\_\_\_\_ (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 "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 52. SCOPE OF AGREEMENT  
NO CHANGE**

**ARTICLE 53. SENIORITY  
NO CHANGE, EXCEPT THE FOLLOWING:**

**Section 1.**

Effective April 1, ~~2008~~**2019**, 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:

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

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.

**ARTICLE 54. CASUALS  
NO CHANGE**

**ARTICLE 55. VACATIONS  
NO CHANGE**

**ARTICLE 56. HOLIDAYS  
NO CHANGE**

**ARTICLE 57. SANITARY CONDITIONS**

The Employer agrees to maintain a clean, sanitary washroom and breakroom. The washroom shall haveing running water and

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with toilet facilities, unless otherwise mutually agreed to.

**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:

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

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**

***NO CHANGE, EXCEPT AS FOLLOWS:***

**Section 7.**

There shall be a minimum weekly guarantee of the number of hours’ pay set out in Article 59, Section 1, for all regular employees covered by this Agreement at their respective hourly rates of pay. The weekly guarantee shall not apply on absence on the part of the employee, or due to ~~floods, fires or Acts of God, beyond the control of the Company.~~

**Acts of God can be commenced on a shift by shift basis provided employees are notified at least two (2) hours before their regular start time.**

**Acts of God can be declared over provided employees are notified at least two (2) hours before their regular start time.**

**ARTICLE 60. OWNER-OPERATOR OPERATION**

***NO CHANGE***

**APPENDIX A**

***NO CHANGE***

**VIRGINIA FREIGHT COUNCIL OVER-THE-ROAD SUPPLEMENTAL AGREEMENT**

**PREAMBLE**

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

\_\_\_\_\_ (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 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 61. SCOPE OF AGREEMENT**  
***NO CHANGE***

**ARTICLE 62. SENIORITY**

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

**Section 5. Dispatch Procedure and Posting of Bids**

(g) The dispatch of foreign drivers to any terminal other than their home terminal shall be on a one for one basis. The Virginia driver that is not dispatched from his home terminal within ~~six~~ **four (4)** hours of the dispatch of the foreign driver to a point other than his home domicile, shall be paid runaround from the time the foreign driver was actually dispatched at the hourly rate, not to exceed earning opportunity lost. This does not apply to domiciles of four (4) or less drivers. At domiciles of four (4) or less drivers, the above protection is twenty-four (24) hours.

**ARTICLE 63. MEAL PERIOD**

***NO CHANGE***

**ARTICLE 64. VACATIONS**

***NO CHANGE***

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

**ARTICLE 65. HOLIDAYS**

***NO CHANGE***

**ARTICLE 66. LODGING**

***NO CHANGE***

**ARTICLE 67. PAID-FOR-TIME**

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

**Section 2. Call-in Time**

(b) Run-around - When any driver is run-around, he shall receive the hourly rate for all time from the time the truck that ran around him

left, until he is dispatched, not to exceed the earning opportunity lost on the trip where the run-around occurred. When tractors are delayed leaving terminals for reasons caused by the driver or drivers not showing up, it shall not be considered as a run-around under the provisions of this Agreement when other trucks lower on the lineup leave ahead of them but the driver who reports as instructed shall be paid in accordance with Section I of this Article.

**When a Virginia road driver is required to handle freight or required to make multiple switches while a city employee is on duty, the road driver performing such work is due a four (4) hour penalty plus time worked.**

Extra Board drivers do not have a claim on any bid runs while bid drivers are on the bid board, available for dispatch.

**Section 3. Layover Time**

(a) When an employee is required to lay over away from his home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. If he is held beyond fourteenth (14th) hour, he shall receive layover pay for each hour or fraction thereof held up to eight (8) hours in the first twenty-two (22) hours of layover period, commencing after the run ends. This pay shall be in addition to the pay to which the employee is entitled if he is put to work at any time within the twenty-two (22) hours after the run ends. The same principle, except pay for each hour or fraction thereof, shall apply to each succeeding eighteen (18) hours and layover pay shall commence after the tenth (10th) hour. When on compensable layover on Sundays and holidays, there shall be a meal allowance of ~~ten~~ **eleven** dollars (\$~~11~~**11**+0.00); five (5) hours thereafter another meal allowance of ~~ten~~ **eleven** dollars (\$~~11~~**11**+0.00); and five (5) hours later a third (3rd) meal allowance of ~~twelve~~ **thirteen** dollars (\$~~13~~**13**+2.00). No more than three (3) meals will

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be allowed during any twenty-four (24) hour period

(b) When a driver is required to lay over, he will receive ~~ten~~ **eleven** dollars (\$~~11~~**11**+0.00) meal allowance if he is held beyond the seventeenth (17th) hour of the first layover period and after the thirteenth (13th) hour on subsequent layovers.

TEAMSTERS NATIONAL FREIGHT  
INDUSTRY  
NEGOTIATING COMMITTEE  
VIRGINIA FREIGHT COUNCIL  
NEGOTIATING COMMITTEE

**James Smith**, Chairman

**ARTICLE 68. PICKUP AND DELIVERY  
LIMITATIONS**

***NO CHANGE***

For the Employers:

~~TRUCKING MANAGEMENT, INC.~~  
TRANSPORTATION EMPLOYERS  
ASSOCIATION

**Gary Quinn**, Chairman

**ARTICLE 69. MILEAGE AND HOURLY  
RATES**

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

**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**

***NO CHANGE***

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day, 2008**2019** to be effective as of April 1, 2008**2019** except to those areas where it has been otherwise agreed between the parties:

For the Local Unions: