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, 20082019, 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
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
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 31, 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
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. 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 beginning April 1, 2008, 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, 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 have running water and
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 refered 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 (6) 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 ($11.10.00); five (5) hours thereafter another meal allowance of ten eleven dollars ($11.10.00); and five (5) hours later a third (3rd) meal allowance of twelve thirteen dollars ($13.12.00). No more than three (3) meals will
be allowed during any twenty-four (24) hour period
(b) When a driver is required to lay over, he will receive ten eleven dollars ($1110.00) 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.

ARTICLE 68. PICKUP AND DELIVERY LIMITATIONS

NO CHANGE

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:

TEAMSTERS NATIONAL FREIGHT INDUSTRY NEGOTIATING COMMITTEE VIRGINIA FREIGHT COUNCIL NEGOTIATING COMMITTEE

James Smith, Chairman

For the Employers:

TRUCKING MANAGEMENT, INC.
TRANSPORTATION EMPLOYERS ASSOCIATION

Gary Quinn, Chairman