

Virginia Freight Council Supplemental Agreement

**Covering
City Pickup and Delivery
and Over-the-Road**



**For The Period April 1, 2008
thru March 31, 2013**

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**VIRGINIA FREIGHT COUNCIL
CITY PICKUP AND DELIVERY
And
OVER-THE-ROAD
SUPPLEMENTAL AGREEMENT**

**For the Period
April 1, 2008 to March 31, 2013**

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, 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

Section 1. Time Off for Union Activities

The employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any other capacity on other official Union business, provided twenty-four (24) hours written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration will be given to the numbers of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Any employee, member of the Union, acting in any official capacity whatsoever shall not be discriminated against for his/her acts as such officer of the Union so long as such acts do not interfere with the conduct of the Employer's business, nor shall there be any discrimination against any employee because of Union membership or activities. A Union member elected or appointed to service as a Union official shall be granted a leave of absence during the period of such employment, without discrimination or loss of seniority rights, and without pay.

Section 2. Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the Union and Employer. The maximum leave of absence shall be for ninety (90) days and may be extended by mutual agreement for like periods. Permission for same must be secured from both the Union and the Employer. During the period of absence, the employee shall not engage in gainful employment unless mutually agreed to between the Union and the Employer. Failure to comply with this provision shall result in the complete loss of seniority rights and jobs for the employees involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights.

An employee shall be permitted to take a leave of absence for the

purpose of undergoing treatment pursuant to an approved program for alcoholism. The leave of absence must be requested prior to the commission of any act subject to disciplinary action. Such leave of absence shall be granted on a one-time basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement, Supplements or Riders except the continued accrual of seniority, nor does this provision amend or alter the disciplinary provisions.

When a driver's operating privilege or license has been suspended or revoked for reasons other than those for which he can be discharged by the company, leave shall be granted for such time as his operating privilege or license has been suspended or revoked, provided he notifies his immediate superior in writing within seventy-two (72) hours after notice of suspension or revocation with a copy to the Local Union. Said employee will continue to accumulate seniority for a period of two (2) years from the date of leave. After such two (2) year period, the employee shall accumulate no further seniority but shall be returned to work at the end of the revocation period, if he has obtained a valid license, with all seniority, eliminating the period of time beyond the said two (2) year period. City/Road drivers, granted a leave of absence, will be allowed to work the dock behind the Preferential List employees but ahead of casual employees. They will work as casuals and be paid the casual rate of pay.

Section 3. Health and Welfare Coverage

When a leave of absence or time off for Union activities for any length of time is granted, the employee shall state in writing if he desires Health and Welfare coverage during the full period of leave of absence. If he elects not to make payments direct to the Trust Office of the Health and Welfare Fund, he shall have no coverage during the full period of the leave of absence. If he elects in writing to be covered under the Health and Welfare Fund, he shall make contributions direct to the Trust Office of the Health and Welfare Fund weekly or monthly in accordance with the rules of the Trustees beginning with his leave of absence. The Employer shall send a copy of the leave of absence to the Trust Office of the Health and Welfare Fund as soon as it is granted.

ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES

Section 1.

Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided however, that the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are to be taken at the employee's home terminal and are not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or sickness during the year. But, if required to take such examination at some other place, the employee shall be paid the hourly rate for all time spent plus cost of transportation.

Employees will not be required to take examinations during their working hours.

The Company reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

In the event of disagreements between the doctor selected by the Company and the doctor selected by the Union, the Company and employee's doctors shall together select a third doctor within seven (7) days, whose opinion shall be final and binding on the Company, the Union and the employee. Neither the Company nor the Union nor the employee will attempt to circumvent the decision. The expense of the third doctor shall be equally divided between the Employer and the Union. Dispute concerning back pay shall be subject to the grievance procedure.

Section 2.

Should the Employer find it necessary to require employees to carry

or record full personal identification, such requirement shall be complied with by the employees. The cost of such personal identification shall be borne by the Employer. Failure of any employee to comply with the requirement of this section will subject such employee to disciplinary action as provided in Article 45.

Section 3.

No employee shall be required to take any form of lie detector test as a condition of employment.

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.

ARTICLE 43. GRIEVANCE MACHINERY

Section 1. State Committee

The Employers and the Unions, parties to this Agreement, shall together create a Virginia State Committee. The State Committee shall consist of an equal number of members appointed by

Employers 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 operating under this Agreement.

The Local Unions and the Employers 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 and the Local Union in accordance with the procedures established in Section 1, Article 44. All Committees established under this Article may act through sub-committees 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 and the Union shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint

Area Committee shall meet at established times and at a mutually convenient location.

Section 6. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be promptly referred to the 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 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 Eastern Region Joint Area Committee, the grievance shall be referred to the Eastern Region Review Committee. If not resolved, it shall be referred to the National Grievance Committee for resolution. Deadlocked at the National Grievance Committee

shall follow the procedures in Article 8 of the 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 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 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 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 tele-

phone), 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.

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 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 -

(a) Effective August 1, 2007, the contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) was made to the Central States, Southeast and Southwest Areas Health and Welfare Fund. For the increase in the contribution rate due August 3, 2008 and each August of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

(b) Effective April 1, 2008, contributions of two hundred thirty-seven dollars and seventy cents (\$237.70) must be made to the Central States, Southeast and Southwest Area Health and Welfare Fund, or other applicable fund, for each week in which a regular employee works or is compensated at least three (3) days or tours of duty in the contribution week. For regular employees who work or are compensated one (1) day or tour of duty in the contribution week the contribution rate will be \$34.00. This provision shall only apply to regular employees covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(c) Effective August 1, 2008 the weekly contribution shall be increased to two hundred fifty-five dollars and seventy cents (\$255.70).

(d) By the execution of this Agreement, the Employer authorizes the appropriate Employers Associations to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by trustees within the scope of their authority.

(e) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required full weekly contribution for a period of four (4) weeks beginning with the first (1st) week after contributions for active employment ceases.

(f) If an employee is injured on the job, the Employer shall continue to pay the required full weekly contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

(g) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required full weekly contributions into the Health and Welfare Fund during the period of absence.

(h) The Employer shall pay the full weekly health and welfare contribution for any active employee on the seniority list who is available for work the entire contribution week.

(i) Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Regional Joint Area Committee, by majority vote, determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

(j) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this

Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lesser and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the trustees to have access to payroll, tax and other personnel records of all Employers employees for purposes of determining which employees were eligible plan participants covered by the collective bargaining agreement. This decision is consistent with the understanding and intention of the parties to this Agreement.

(k) Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement. Action on delinquent contributions may be instituted by either the Local Union, the Region, or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

Section 2. -

Effective April 1, 2008, all Employers having employees domiciled in the jurisdiction of Local Unions 22, 29, 171, 592, (and 822 where applicable) shall contribute to the Teamsters Joint Council 83 Health and Welfare Fund the sum of Two Hundred Thirty Dollars and Ten Cents (\$230.10) per week for each regular employee covered by this Agreement. Employers presently making payments to the Teamsters Joint Council 83 Health and Welfare Fund and Employers who may subsequently begin to make payments to such Fund, shall continue to make such payments for the life of this Agreement.

Section 3. -

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate an additional forty dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee.

Effective August 1, 2009 the Supplemental Negotiating Committees shall allocate an additional forty dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate an additional forty dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate an additional forty dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate an additional forty dollars (\$40.00) between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Funds and multiple Health and Welfare Funds, first allocate that portion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

Disputes or questions of interpretations concerning the requirements to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by either the Employers, the Local Union or the Trustees. In the event of such referral the Employer shall not be deemed to be delinquent while the matter is being considered, but if the Region Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 4.

By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such Fund, and to designate the Employer Trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 5.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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 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.

When a leave of absence is granted, the employee shall state in writing if he desires health and welfare coverage during the full period of the leave of absence. If he elects not to make payments directly to the Trust Office of the Health and Welfare Fund, he shall have no coverage during the full period of the leave of absence. If he elects in writing to be covered under the Health and Welfare Fund, he shall make contributions directly to the Trust Office of the Health and Welfare Fund, weekly or monthly in accordance with the rules of the Trustees beginning with his leave of absence during the allowable period as provided by the rules of the Trustees. The Employer shall send a copy of the leave of absence to the Trust Office of the Health and Welfare Fund as soon as it is granted.

When a non-laid off road driver is held in readiness by the Company for one complete health and welfare week and performs no work, contributions shall be made for that week provided the road driver does not refuse or miss a work call.

Section 8.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

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 Supplemental Negotiating Committee. In the event of a deadlock by the Virginia 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 -

(a) Effective August 1, 2007, the Employer contributed to the Central States, Southeast and Southwest Areas Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who has been on the payroll sixty (60)

days or more. For the increase in the contribution rate due August 3, 2008 and each August of the Agreement, the Supplemental Negotiating Committees shall allocate the one dollar per hour (\$1.00 per hour) contribution rate increases due each year of the Agreement between the Pension and Health and Welfare Funds. The Committees shall, in those Supplemental Agreements which include one (1) Pension Fund and multiple Health and Welfare Funds, first allocate that portion, if any, of the contribution rate increase to the Pension Fund subject to the approval of the Joint National Master Committee. The remaining amount, if any, shall be applied uniformly to each of the Health and Welfare Funds.

(b) Effective April 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) per day or tour of duty either worked or compensated, to a maximum of two hundred fifty-eight dollars (\$258.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(c) Effective August 1, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) per day or tour of duty either worked or compensated, to a maximum of two hundred eighty dollars (\$280.00) per week, for each regular employee covered by this Agreement who have been on the regular payroll sixty (60) days or more.

(d) Effective March 30, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-one dollars and sixty cents (\$51.60) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

(e) Effective August 3, 2008, the Employer shall contribute to the Central States, Southeast and Southwest Area Pension Fund the sum of fifty-six dollars (\$56.00) for each day or tour of duty worked by each casual employee until such time as such employees accrues seniority in accordance with the contract.

This shall not apply to a bona fide probationary employee who is notified in writing, with a copy to the Local Union, at the beginning of his employment that he is a probationary employee. However, if such probationary employee does not accomplish seniority under the provisions of the contract, but is terminated during the probationary period, the Employer must give written notice of such termination to the Local Union and he must then comply with the contract provisions for pension payments for each day of employment as if he were a casual employee. Any violation of this provision shall be subject to the grievance procedure.

(f) This fund shall be the Central States, Southeast and Southwest Areas Pension Fund. There shall be no other pension fund under this Agreement for operations under this Agreement within the aforesaid jurisdiction.

(g) By the execution of this Agreement, the Employer authorizes the appropriate Employer's Association to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer trustees under such agreement, hereby waiving all notice thereof and ratifying all actions already taken by such Trustees within the scope of their authority.

(h) If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions (5 days per week) for a period of four (4) weeks beginning with the first week after contributions for active employment cease.

(i) If an employee is injured on the job, the Employer shall continue to pay the required contributions (5 days per week) until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months beginning with the first (1st) week after contributions for active employment ceases.

(j) If an employee is granted a leave of absence, the Employer shall collect from said employee, prior to the leave of absence being effective, sufficient monies to pay the required contributions (5 days per week) into the Pension Fund during the period of absence,

(k) At the end of the calendar year, the Employer shall pay the daily pension contribution for days available to work, only for the number of days needed to provide a minimum of 180 days of pension contribution for the year for a regular employee. The payment of the pension contribution for days available only applies to active employees on the seniority list who are available for work the entire contribution week.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Regional Joint Area Committee by either the Employer, the Local Union, or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered; but if the Regional Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Regional Joint Area Committee may also determine whether the Employer claim was bona fide.

(l) The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit, the Trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer contribution obligation.

NOTE: On June 19, 1985, the U.S. Supreme Court issued its decision in *Central States, Southeast and Southwest Areas Pension Fund v. Central Transport, Inc.*, affirming the right of the Trustees to have access to payroll, tax and other personnel records of all Employer's employees, for purposes of determining which employees were eligible plan participants covered by the collective bargaining agree-

ment. This decision is consistent with the understanding and intention of the parties to this Agreement.

(m) Action on delinquent contributions may be instituted by either the Local Union or the Trustees. Employers who are delinquent must also pay all attorneys fees and cost of collection.

Section 2. -

Locals 22, 29, 171, 592 (and 822 where applicable)

Effective April 1, 2008, all Employers having employees domiciled in the jurisdiction of Local Unions 22, 29, 171, 592, (and 822 where applicable) shall contribute to the Teamsters Joint Council 83 Pension Fund, the sum of Two Hundred Sixty-five Dollars and Sixty Cents (\$265.60) per week for each regular employee covered by this Agreement.

Section 3. -

Effective August 1, 2008, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2009, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2010, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2011, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week or its equivalent between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. Effective August 1, 2012, the Supplemental Negotiating Committees shall allocate an additional Forty Dollars (\$40.00) per week between the Pension and Health and Welfare Funds within the area of the Joint National Master Committee. The Committees shall, in those Supplemental Agreements which include one (1) Pension Funds and multiple Health and Welfare Funds, first allocate that por-

tion, if any, of such increases per week or their equivalent which is to be applied to the Pension Fund subject to the approval of the joint National Master Committee. The remaining amount shall be uniformly applied to each of the Health and Welfare Funds.

Section 4.

Disputes or questions of interpretation concerning the requirement to make contributions on behalf of particular employees or classifications of employees shall be submitted directly to the Region Joint Area Committee by either the Employer, the Local Union or the Trustees. In the event of such referral, the Employer shall not be deemed to be delinquent while the matter is being considered; but if the Region Joint Area Committee by majority vote determines that contributions are required, the Employer shall pay to the Trust Fund the amounts due together with any other charges uniformly applicable to past due contributions. The Region Joint Area Committee may also determine whether the Employer's claim was bona fide.

Section 5.

By the execution of this Agreement, the Employer agrees to enter into appropriate trust agreements necessary for the administration of such Funds, and to designate the Employer Trustees under such agreements, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

Section 6.

If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks. If an employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions shall not be paid for a period of more than twelve (12) months.

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 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.

Effective April 1, 2008, the Employer shall contribute for each casual employee who works, the maximum amount of Eight Dollars (\$8.00) per day to the applicable Pension Fund. This payment shall not be required if pension contributions established by this Supplemental Agreement have been paid on their behalf.

Section 9.

The Trustees or their designated representatives shall have the authority to audit the payroll and wage records of the Employer for all individuals performing work within the scope of and/or covered by this Agreement, for the purpose of determining the accuracy of contributions to the funds and adherence to the requirements of this Agreement regarding coverage and contributions. For purposes of such audit the trustees or their designated representatives shall have access to the payroll and wage records of any individual, including owner-operators, lessors and employees of fleet owners (excluding any supervisory, managerial and/or confidential employees of the Employer) who the Trustees or their designated representatives reasonably believe may be subject to the Employer's contribution obligation.

ARTICLE 48. SICK LEAVE

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

Sick leave not used by March 31 of 2008 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 31, 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.

ARTICLE 50. PROTECTIVE APPAREL

Terminal yardmen and switchers shall be provided with rain gear and boots, any employee physically handling in substantial quantities hides, creosoted items, spun glass, lamp black, barbed wire and acids, shall be provided with rubber or leather aprons and gloves.

ARTICLE 51. TERM OF AGREEMENT

Term of Supplemental Agreement is subject to and controlled by all the provisions of Article 39 of the Master Agreement between the parties hereto.

Virginia City Pickup and Delivery Supplemental Agreement



**For The Period April 1, 2008
thru March 31, 2013**

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

**FOR THE PERIOD:
APRIL 1, 2008 - MARCH 31, 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. _____(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, 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

Section 1. Operations Covered

(a) The execution of this Agreement on the part of the Employer shall cover all truck drivers, helpers, dock men, warehousemen, checkers, power-lift operators, switchers and such other employees as may be presently or hereafter represented by the Union, engaged in local pickup, delivery and assembling of freight within the area located within the jurisdiction of the Local Union, not to exceed a radius of seventy-five (75) miles of the zero point in the terminal city.

Over-the-road drivers shall not be permitted to perform dock work or city pickup and delivery services or any other work covered by this Agreement within the twenty-five (25) mile radius, except that road drivers may make one (1) pickup and/or delivery prior to going beyond the terminal ("T" concept) within the twenty-five (25) mile city radius.

Recognizing the competition from railroads, private carriers, and other modes of transportation, and should there arise a competitive problem regarding delivery or pickup within the twenty-five (25) mile radius, the Local Union and the Employer will endeavor to resolve the issue. If they are unable to do so, the matter shall be submitted to the Eastern Region Joint Area Committee for resolution in accordance with the grievance procedure of this Agreement.

(b) Employees covered by this Agreement shall be construed to mean but not limited to, any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horse drawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement.

The term employee also includes but is not limited to all employees used in dock work, checking, stacking, loading, unloading, handling, shipping, receiving and assembling.

In the event one (1) or more Employers establish a student driver training program, such Employers shall notify the Co-Chairmen of

the Virginia Negotiating Committee who shall convene that Committee for the purpose of establishing rates of pay and other conditions. Student drivers shall be paid the prevailing rates until the Committee establishes the rate of pay and conditions.

Section 2. Combination City and Road Work

The position of the Negotiating Committee is that under the Agreement, city men shall not perform road work or vice versa. But, in certain circumstances, if city men are called in to do road work, the following will apply:

(a) City Work-Road Run-Return to City During Normal Working Day.

When a city driver has worked part of his workday in the city, is then assigned to a road run from which he returns within his normal working day, he shall be paid for city work performed, plus appropriate road pay on the road run plus hours worked in city after return from the road run. All hours actually worked must be included for computation of overtime.

(b) City Work-Road Run-No Return to City During Normal Working Day. When a city driver has worked part of his work day in the city, is then assigned to a road run, and does not perform any city work after conclusion of the road run, he shall be paid for city work performed, plus pay for the road run at the appropriate rate and guarantee. In this situation, hours worked on the road run shall not be included in the calculation of overtime.

(c) Road drivers may drop and pick up a trailer to and/or from a terminal within the twenty-five (25) mile radius of the terminal. A Virginia domiciled road driver may drop and/or pick up a trailer(s) at one (1) location within the twenty-five (25) mile radius of the terminal.

Penalty: Where a Virginia road driver handles freight or makes multiple switches in Virginia, the affected city employee shall receive eight (8) hours pay and the road driver shall receive four (4) hours pay plus time worked. Where a road driver not domiciled in

Virginia performs the above work, the affected city employee shall receive eight (8) hours pay.

(d) Available runs which are to points beyond the 75 mile radius and within the State of Virginia will be offered in seniority order to those employees who have had eight (8) hours off. Such runs will be performed and paid for in accordance with the City Pickup and Delivery provisions of this Supplemental Agreement, except that if the dispatch is to another terminal within the geographical area covered by this Supplemental Agreement, the employee making such run will not be permitted to make a pickup and/or delivery or a drop and/or hook within the 25 mile city radius of the destination terminal while en route to the destination terminal. The employee may drop and hook his own unit when no destination terminal employee is on the premises.

If any such run causes an over-the-road driver who is off rest and available for dispatch at either the originating terminal or the destination terminal to lose his work opportunity, he will receive appropriate runaround pay.

The provisions of this subsection shall not apply to runs of the type described herein which currently operate under the Over-the-Road provisions of this Supplemental Agreement.

(e) Virginia city pickup and delivery employees involved in moving freight within the State of Virginia to another Virginia terminal will be limited to the following guidelines:

1. The driver may deliver or pickup freight at another Virginia terminal.
2. The driver may hostle his own trailer(s) at any time.
3. Where employees are on duty at the terminal, the freight is to be handled by those employees.
4. Where no employees are on duty at the terminal, the driver may load and/or unload palletized and related freight.

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).

Section 4.

City drivers may bid road peddle runs in accordance with Article 61, Section 3.

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 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, 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:

Non CDL Qualified:

- (a) Effective first day of employment—Seventy (70%) of the current rate.
- (b) Effective first day of employment plus one year—Seventy-five (75%) of the current rate.
- (c) Effective first day of employment plus two years—Eighty (80%) of the current rate.
- (d) Effective first day of employment plus three years—One hundred (100%) of the current rate.

CDL Qualified: (and Mechanics)

- (a) Effective first day of employment—Eighty-five (85%) of the current rate.
- (b) Effective first day of employment plus one year—Ninety (90%) of the current rate.
- (c) Effective first day of employment plus two years—Ninety-five (95%) of the current rate.
- (d) Effective first day of employment plus three years—One hundred (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

Within thirty (30) days after signing of this Agreement, and at least annually thereafter, the Employer shall post in a conspicuous place at the employee’s home terminal, and shall mail to the Union, a list

of regular employees covered by this Agreement arranged according to their seniority.

Protests to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) calendar days after such seniority date or position first appears, and if no protests are timely made, the dates and positions as posted shall be deemed correct. Any such protest which is timely made may be submitted to the joint grievance procedure.

Company seniority for employees governed by this Agreement shall be defined as the period of employment subsequent to the employee's most recent date of hire by the Employer. Company seniority shall be recognized in determining vacation time earned, and as provided by change of operations.

Terminal seniority for employees covered by this Agreement shall be defined as the last period of employment at the terminal where the employee is working or in the case of an approved change of operations the period of employment at the terminal where the employee is working as established by the change of operation.

Section 3. Loss of Seniority

Seniority shall be terminated and the Employer-employee relationship shall be severed by any of the following:

- (1) Discharge.
- (2) Voluntary quit in writing.
- (3) Unauthorized absence for three (3) successive scheduled working days.
- (4) Failure to comply with terms of Notice of Recall.
- (5) Failure to obtain or comply with leave of absence provisions as set forth in this Supplemental Agreement.
- (6) Retirement.

(7) Job abandonment before completion of tour of duty as provided in Article 59.

Section 4. Layoff and Recall

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first by proper written notice, except as otherwise provided by a change of operations. When the work force is again increased, the employees shall be recalled to work in the reverse order in which they were laid off. Recall shall be by certified mail sent to the address last furnished by the employee to the Employer, with a copy to the Union. Within seven (7) days after delivery (or attempted delivery) of the recall notice at such address, the employee must notify the recall office by certified mail or telegram of his intent to return to work and such employee must return to work within seven (7) days after notice of his intention.

If a laid off employee is contacted personally, or if the work call is accepted by a member of the family, the employee must report to work. Failure to report shall be considered a work opportunity offered and refused.

If a work call is placed and no contact is made when the call is verified, the Company will not call that employee again that calendar day, and this does not constitute a work opportunity offered.

Casual employees shall not be used to work between 8:00 p.m. and midnight while regular employees are on layoff. However, laid off regular employees who have had their mandatory D.O.T. rest period off may be offered any work they are qualified to perform starting after 8:00 p.m., but shall not be paid the overtime rate for hours worked on such shift.

Work shall be offered in seniority order to laid off employees who are eligible to work under Article 53, Section 4, Paragraph 2.

Where no laid off employees are eligible to work, casuals may be used.

Any employee being laid off due to slack business shall be laid off

at the end of his workweek. At the time of layoff, the laid off employee shall notify the Employer in writing if he does not wish to remain available for work opportunity. Laid off employee may change his selection by one (1) workweek written notice to the Employer. If the laid off employee elects not to remain available, the Employer shall be relieved of any responsibility to offer extra work opportunity to the employee. Regular employees on layoff status shall be returned to the regular payroll when eight (8) man hours per day are worked in any five (5) out of seven (7) days Monday through Sunday. If any laid off employee works the required time as stated above, the senior employee in layoff status shall be returned to regular status. Employees shall be assigned where work is available upon their return to regular status. Any employee who has elected to remain available and who works one (1) day of the Monday through Sunday week, may not refuse any work opportunity during the remainder of the week, except in the case of proven illness or excused absence, provided such work call is made prior to 7:30 a.m. A laid-off employee may be given a pre-set starting time for any time that calendar day by call made prior to 7:30 AM. any day during that workweek. Such employee will be offered any work, which develops before such preset starting time.

A senior employee will not be laid off in the same Monday through Sunday workweek after an employee is qualified back to regular under the provisions of this Section.

Any employee returned to regular guaranteed status pursuant to the provisions of this Article, shall have two (2) days off in the qualifying week, Monday through Sunday.

When an employee is assigned to a workweek, or is beginning a new bid, but does not have eight hours off prior to the new bid start, he will be worked in seniority order at straight time as an unassigned employee until he reaches the first day of his assigned work or new bid and will be worked at straight time during the remainder of his new workweek.

Unassigned employees will be worked as provided in Article 59, Section 9.

Section 5. Posting of Bids

Bids shall be posted at least two (2) times a year to be effective on the first day of the calendar week on or after April 1 and October 1 of each year. Vacancies and other job opportunities covered by this Agreement shall be subject to seniority and shall be posted for bid. The employee who is qualified with the highest seniority who bids shall receive such vacancy or job opportunity. Posting shall be conspicuous at their place of employment so that all eligible employees will receive notice of the vacancies and other job opportunities open for bid.

The posting of vacancies, changes or new jobs may include the number of days, the primary duty, the rates of pay, the days to be worked, the starting time each day and shall be posted for a period of five (5) days and assignments shall be made within three (3) days after the close of the bid. There shall be no more than two (2) starting times on a consecutive bid. The Employer shall furnish a copy of the posting to the Union. The assignment of equipment, routes or work shall not be subject to seniority or bid, except that men bidding on driving jobs will be allowed to elect whether or not they will drive a trailer or a straight truck.

Any employee who bids on a new shift shall not be entitled to penalty pay on his sixth (6th) or seventh (7th) day of the old shift, if the new shift starts on or includes either or both of these days.

Runs that operate on a consistent basis outside the 25 mile city radius shall be posted for bid. Such bids will clearly state that such runs are to be made on a "when available" basis and will be awarded in seniority order to those employees bidding for such runs. On any day that such runs do not operate, the Employer shall have the right to assign the employee to other work.

No less often than semi-annually the Employer shall post a separate bid for available extra road runs which are to points outside the State of Virginia. Such available runs will first be offered in seniority order to those employees who have bid for such runs and who have had eight (8) hours off. Such available runs shall be performed and paid for in accordance with the Over-the-Road provisions of this Supplemental Agreement.

The Employer and Local Union agree to adjust bids accordingly where casuals and/or unassigned employees are used with regularity.

Section 6.

Terminals shall be combination terminals with straight-line seniority. Layoff shall be from the bottom of such seniority list, subject to employee's qualifications. It is further agreed and understood that employees' jobs who are not qualified will be protected except when not qualified to perform work required.

All terminals shall recognize seniority (including qualified preferential casuals in order of their position on the preferential list) when making dispatches on the street each day. There may be three (3) exceptions:

1. When the difference between employee's starting time is at least one (1) hour (Interpretation: A junior employee may be dispatched ahead of a senior employee when the junior employee has at least a one (1) hour later starting time.)
2. Where an employee normally runs a particular area, at the beginning of his shift he may be assigned to dock work to finish loading his unit for a period of time not to exceed thirty (30) minutes.
3. When an employee has a bided route, they will have the option after loading his/her unit for thirty (30) minutes to be dispatched or remain on their bided run.

Nothing contained in this Section shall be construed to require an Employer to work employees on overtime.

Section 7.

Any city employee covered by this Agreement shall have the right in accordance with his terminal city seniority to bid to fill job vacancies under the Virginia Freight Council Over-the-Road Supplemental Agreement provided he is qualified. An employee awarded the vacancy must comply in all respects to the Employer's normal standards and qualifications, which in no instance can be

less than the D.O.T. requirements for the over-the-road classification. He shall work under all of the provisions of the Over-the-Road Supplemental Agreement, including the probationary period. He shall maintain his company seniority for all fringe benefits, but shall carry over his terminal city seniority for the purposes of work opportunity under the Over-the-Road Supplemental Agreement.

When an employee bidding in the above manner is awarded a job vacancy under the Over-the-Road Supplemental Agreement, he shall have no further claim to City Pickup and Delivery work opportunity for a period of one (1) year from the effective date of the award. An employee may remove his name from the bid prior to the award. After the bid is awarded the employee must accept the bid. After the one (1) year period provided herein an employee may bid to fill vacancies under the Virginia Freight Council City Pickup and Delivery Supplemental Agreement as provided in Article 62, Section 8 of the Virginia Freight Council Over-the-Road Supplemental Agreement.

ARTICLE 54. CASUALS

Section 1. Casual Employees

The Employer may use casual employees as required by its operation, as provided in Article 3, Section 2 and as provided herein. Each casual employee shall be guaranteed four (4) hours pay when put to work.

(1) A casual employee is an individual who is not on the regular seniority list and who is not serving a probationary period. A casual may be either a replacement casual or a supplemental casual as hereinafter provided. Casuals shall not have seniority status. Casuals shall not be discriminated against for future employment.

(2) Replacement casuals may be utilized by an Employer to replace regular employees when such regular employees are off due to illness, vacations or other absence.

(3) Supplemental casuals may be used to supplement the regular work force as provided herein.

(4) A monthly list of all extra (e.g., laid-off) casual (supplemental or replacement) and/or probationary employees used during that month shall be submitted to the Local Unions by the tenth (10th) day of the following month. Such list shall show:

- a. the employee's name, address, and social security number;
- b. the dates worked;
- c. the classification of work performed each day, and the hours worked; and,
- d. the name, if applicable, of the employee replaced.

This list shall be compiled on a daily basis and shall be available for inspection by a union representative and/or shop steward.

Section 2. Preferential Casuals

Any casual employee used by the Employer for seventy (70) shifts of four (4) or more hours within six (6) consecutive months, shall be automatically processed by the Employer to determine whether the casual employee meets the Employer's hiring standards and qualifications. It shall be the casual employee's sole responsibility to notify the Local Union and the Employer that he has qualified for preferential hiring list. Such processing shall be completed within thirty (30) calendar days after his notification of the Local Union and the Employer.

Processing may be waived by written agreement between the individual, the Local Union and the Employer.

After such processing, if the casual employee meets the Employer's hiring standards and qualifications for regular employees, he shall be placed on a preferential hiring list for future regular employment and shall be selected for regular employment in the order in which he was placed on the preferential hiring list and he shall not be subject to any probationary period. His seniority date will be the date he is placed on regular seniority list. Failure of the Employer to add casuals from the preferential hiring list in this order shall subject the

Employer to a runaround claim. A casual employee shall only have preferential seniority with one (1) company.

Casual employees on the preferential hiring list shall be offered available extra work in seniority order by classification, as amongst themselves. The Employer shall not be obligated to make more than one (1) work call to a casual employee on the preferential hiring list to offer such work, and such call will be verified in accordance with normal procedure; however, abuse of this procedure shall be subject to the grievance procedure. Casual employees on the preferential hiring list shall have access to the grievance procedure in the event of disciplinary action.

A preferential casual employee must remain available from midnight to 7:30 AM. each day for work calls. A preferential casual employee's failure to be available for work shall be subject to disciplinary action and the grievance procedure. A preferential casual employee may be given a preset starting time for any time that calendar day by call made prior to 7:30 AM. any day during that workweek. Such employee will be offered any work which develops before such preset starting time.

If the casual employee does not meet the Employer's hiring standards and qualifications, or refuses to accept regular employment while on the preferential hiring list, the casual employee and the Local Union shall be so notified in writing, and his use as a casual employee will be discontinued.

A casual employee who is qualified only for dock work shall not be automatically disqualified from the preferential hiring list, but shall not be eligible for regular employment as a combination employee and shall not incur a claim for workarounds in the event that work involving driving is awarded to other casual employees.

Section 3. Use of Laid Off Employees From List

Before utilizing other casual employees, the Employer will give first opportunity to laid off employees from a list submitted by the Local Union (hereinafter referred to as "Laid Off Casual List"), provided that such Laid Off Casual List furnishes the names, address-

es, phone numbers and types of jobs that such employees are qualified to perform. Such Laid Off Casual List, 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.

Upon receipt of the Laid Off Casual List from the Local Union by certified mail, the employer shall, within a reasonable time notify the potential applicants by certified mail, offering each the opportunity to complete an application for employment in compliance with the employer's established hiring practices and procedures.

Referrals completing applications shall be processed and considered for employment in accordance with the Employer's established hiring practices and procedures. Referrals not responding to the employer's offer to make application shall not be eligible for work opportunity.

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.

Section 4. Vacancies

Vacancies shall first be bid and filled in accordance with the provisions of Section 7 of Article 53 and Section 8 of Article 62. In the event that any vacancy remains after such bidding, the Employer shall add regular employees to the seniority list from the preferential hiring list based upon the following formula:

Where any 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. It is agreed where only one (1) casual employee works on any calendar day it shall be computed as eight (8) man hours for that day, even though such employee may actually work less than eight (8) hours. However, where two (2) or more casual employees work during the same calendar day all hours worked shall be accumulated and divided by eight (8) to determine the number of eight (8) man hour days worked.

If there is no one on the preferential hiring list, the Employer shall place the casual employee who has worked the most shifts within the previous two (2) months into probationary status. The addition of the appropriate number of regular employees to be added must be completed within sixty (60) days from the first day of the month following the start of the probationary period. Failure to add regular employees within the prescribed time shall subject the Employer to runaround claims. If the casual employee refuses to accept regular employment, his use as a casual employee will be discontinued.

Any alleged violation or subterfuge of this provision may be grieved by the Local Union.

ARTICLE 55. VACATIONS

Section 1.

Any 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 five (5) working days when he has been employed one (1) year. On the second (2nd) and succeeding years, after working sixty percent (60%) of the total number of working days, any employee shall be qualified for his vacation. Sixty percent (60%) equals 156 days.

When an employee performs work of any kind, such days will count as days worked in computing the sixty percent (60%) requirement.

Section 2.

Seniority among employees shall govern the time said vacations are to be taken with due regard to the number of employees off at one time.

Vacation must be taken within twelve (12) months of the anniversary date ending the year in which such vacation is earned.

Example:

Employee's anniversary date is May 1. Between May 1, 1998, and February 1, 1999, the employee works sixty percent (60%) of the total working days in his anniversary year of May 1, 1998 to May 1, 1999, and, therefore has earned his vacation for his 1999 anniversary year. He must take and complete that 1999 earned vacation before May 1, 2000, or he loses it.

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.

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.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15 %) per week of the total number of employees shall be permitted to go on vacation between May 1st and October 1st each year.

The Union and the Company shall negotiate a vacation bid procedure for all employees.

Section 5.

If an employee's previously earned vacation is payable during a period in which he is entitled to unemployment compensation or during a period when he is out of work for on or off-the-job injury or illness, he will be paid for such vacation upon his request.

Section 6.

Time off due to sickness or injury which is substantiated by Worker's Compensation or Health and Welfare payment shall be considered days worked for qualifying purposes. This shall not apply where an employee has been off due to sickness or injury fifty percent (50%) or more of the total working days during any twelve (12) month period. Fifty percent (50%) equals 130 days.

Any twelve (12) month period, as used herein, is anniversary date to anniversary date of the employee.

Section 7.

Health and welfare and pension contributions will be made on vacation weeks taken, regardless of the employee's status, i.e., payment must be made on laid off employees. The above shall not apply where the employee accepts layoff status rather than redomicile under an approved change of operation.

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 holi-

day 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.

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. 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

The Employer agrees to maintain a clean, sanitary washroom having 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:

(a) Drivers, Switchers and Checkers	Per Hour
Effective 4/1/08	\$22.71
Effective 4/1/09	\$23.11
Effective 4/1/10	\$23.56
Effective 4/1/11	\$23.96
Effective 4/1/12	\$24.41

(b) Dockworkers and Helpers	Per Hour
Effective 4/1/08	\$22.61
Effective 4/1/09	\$23.01
Effective 4/1/10	\$23.46
Effective 4/1/11	\$23.86
Effective 4/1/12	\$24.31

(c) Dock Only Casuals	Per Hour
Effective 4/1/08	\$16.00
Effective 4/1/09	\$16.00
Effective 4/1/10	\$16.00
Effective 4/1/11	\$16.00
Effective 4/1/12	\$16.00

Casuals hired before April 1, 2008 will receive hourly rate of \$16.00 per hour for the duration of the Agreement. Effective with Dock Casuals hired after April 1, 2008, hourly rates for dock only casuals shall be \$14.00 for the duration of the Agreement.

(d) Combo Casual Employees	Per Hour
Effective 4/1/08	\$19.06
Effective 4/1/09	\$19.38
Effective 4/1/10	\$19.74
Effective 4/1/11	\$20.06
Effective 4/1/12	\$20.42

Effective April 1, 2008, Utility employees shall receive an additional \$1.00 per hour over the CDL Hourly rate.

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.

The workday shall consist of eight (8) consecutive hours with due regard to time off for meal period. The workweek shall consist of five (5) consecutive days except as otherwise provided in this Agreement.

Section 2.

All time worked in any one (1) day in excess of eight (8) hours shall be paid at the rate of time and one-half (1 1/2). Any hours worked in excess of forty (40) hours in any one (1) workweek shall be paid at the rate of time and one-half (1 1/2).

Section 3.

All time worked on the sixth (6th) consecutive day shall be paid for at the rate of time and one-half (1 1/2). All time worked on the seventh (7th) consecutive day shall be paid at the rate of double time. This Section does not apply in the instances set forth in Sections 9 and 11 of this Article.

Section 4.

The Employer may establish a workweek of four (4), ten (10) hour days in the Monday thru Sunday workweek with the same off days each week. Employees working on such bid will be paid at the overtime rate after the tenth (10th) hour worked each day. When the four (4) day bid is established the following conditions will apply:

Holidays will be paid at the rate of ten (10) hours per day if within the employee's workweek and eight (8) hours per day if outside the employee's workweek.

Sick leave will be paid at the rate of ten (10) hours per day if taken while on a ten (10) hour bid, but eight (8) hours per day if unused. A maximum of forty (40) hours sick leave will be paid per year.

Funeral leave will be paid at the rate of ten (10) hours per day for work opportunity lost.

Jury duty will be paid at the rate of ten (10) hours per day for work opportunity lost, subject to the interpretation by the National Committee.

Unassigned employees replacing ten (10) hour bid men will be subject to the eight (8) hour provision unless assigned to a ten (10) hour bid for a full workweek. Such assignment will be in accordance with Article 59, Section 9, (seniority order) and will be offered to senior unassigned employees. If refused, the assignment will be given to the most junior regular unassigned employee.

Time worked on the fifth (5th) day and sixth (6th) day will be paid

at the rate of time and one-half (1 1/2). Time worked on the seventh (7th) day will be paid at the double time rate.

Vacation qualification for employees on a ten (10) hour bid is as follows:

1. 1040 straight time hours worked will constitute 50% of work days in vacation qualification:

2. 1248 straight time hours worked will qualify the employee for vacation.

A. Time off due to sickness or injury, which is verified by Worker's Compensation or Health and Welfare payment will be counted as ten (10) hours per day if such absence is within the scheduled bid days;

B. Holidays outside the workweek will not be counted as days worked to qualify for vacation.

Section 5.

There shall be no split shifts at any time.

Section 6.

Any overtime shall not be used in making up the weekly minimum guarantee for regular employees.

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.

Where the weekly guarantee does not apply, pursuant to Article 59, Section 7, the employee shall be offered available work in seniority order in his respective workweek, at straight time pay, until he has worked forty (40) hours.

Section 8.

When an employee is requested to do work in a higher rated classification, he shall receive the higher rate of pay for the entire day in which such work is performed. When an employee is requested to work in a lower rated classification, he shall receive his regular rate of pay for all such lower rated work performed.

Section 9.

At terminals of eight (8) or more employees, the Employer may use twenty percent (20%) of the total regular employees as unassigned employees.

The top ten percent (10%) shall work under all conditions and guarantees including the weekly guarantee, and the bottom ten percent (10%) shall work under all conditions and guarantees except the weekly guarantee. The workweek for unassigned employees shall be any five (5) days from Monday through Sunday. The top ten percent (10%) employees may be worked on any day during the workweek to make up their weekly guarantee. There shall be no split shift allowed. At terminals of four (4) to seven (7) regular employees there may be at least one (1) employee in each of the above described categories. At terminals of one (1) to three (3) regular employees there may be at least one (1) unassigned employee who works under all guarantees except the weekly guarantee.

When calculating the number of unassigned employees (guaranteed and non-guaranteed) to be worked at any terminal at any time, the following shall apply:

1. The total number of unassigned employees may not exceed twenty percent (20%) of the number of employees on the seniority list, except by rounding to a whole number.
2. Whenever the percentage of the number of employees on the seniority list to be worked as unassigned employees yields a fractional number of .5 or higher, the next higher whole number is to be used, and if the fraction is less than .5 (.4999... or less) the next lower number is to be used.

3. The number of unassigned non-guaranteed employees may not exceed the number of unassigned guaranteed employees.

An unassigned employee working under the weekly guarantee shall be advised at the end of his work day when to next report for work. An unassigned employee who does not work under the weekly guarantee may be advised at the end of his work day when to next report for work. An unassigned non-guaranteed employee must remain available for work call on Mondays between the hours of 12:01 a.m. and 7:30 a.m. If an unassigned non-guaranteed employee is not offered work on Monday, such employee shall not be required to remain available for work call between the hours of 12:01 a.m. and 7:30 a.m. on the remaining days of that Monday through Sunday week until such employee has worked one (1) day in that Monday through Sunday week. If an unassigned non-guaranteed employee works on Monday, he must remain available for work call each of the remaining days of the Monday through Sunday week until he has worked five (5) days in that week. An unassigned non-guaranteed employee may be given a preset starting time for any time that calendar day by call made prior to 7:30 a.m. any day during that week. Such employee will be offered any work which develops before such preset starting time.

Position on the unassigned board will be selected in seniority order and will not otherwise affect the employee's seniority. The positions will be posted pursuant to the procedures of Article 53, Section 5.

Unassigned employees will be offered work opportunity in their workweek and the right to replace bid men on vacation in order of their position on the unassigned board.

Casuals shall not be worked on days that unassigned employees do not work unless unassigned employees are offered the work and reject the same or are unavailable. (This does not apply to premium days and/or overtime work of the unassigned employees.)

At facilities with thirty (30) or more employees, the Employer may use seventy-five percent (75%) of the employees as bid employees

and twenty-five percent (25%) shall be unassigned including ten percent (10%) non-guaranteed.

Section 10.

Where an Employer has satisfied the weekly guarantee set forth herein, such Employer shall be under no further obligation to an employee in regard to pay for that particular week and shall not be obligated to offer such employees any overtime or premium pay work. Any employee who has broken his workweek for any reason shall not be entitled to claim any work occurring outside his scheduled workweek.

If an Employer works regular employees on their off days, seniority shall prevail, except where an employee is assigned to a particular route or customer in which case the employee regularly assigned to such route or customer may be used. In order for an employee to be entitled to exercise seniority on his off day, such employee must have had their mandatory DOT rest period off duty prior to the commencement of the shift on his off day.

Holidays shall be considered as days off.

Section 11. Order of Work Call

The Employer shall offer straight time work opportunity to the qualified employees in the following order:

- (1) Regular Unassigned ten percent (10%) guaranteed employees.
- (2) Regular Unassigned ten percent (10%) non-guaranteed employees.
- (3) The Employer's domiciled laid-off local city pickup and delivery employees.
- (4) The Employer's domiciled laid-off road drivers. When a laidoff road driver requests in writing within seven (7) days of his date of layoff, he will be offered work as a casual city employee at his domicile terminal after laid-off city employees, in seniority order and ahead of regular casuals. Health and Welfare contributions shall be paid on laid off road drivers that elect to work under the city

agreement. Pension contributions for such employees shall be as provided in Article 47, Section 8. Such employee shall be strictly a casual and will accrue no benefits under any collective bargaining agreement except as provided in this section.

(5) Casuals on the preferential list.

(6) Casuals from the laid-off list provided by the Union.

(7) Casuals not listed above.

Section 12.

No employee shall be required to work on his days off. When requested by the Employer, employees during the regular workweek may be required to work past their regular quitting time for a reasonable time, at the overtime rate set forth above.

It is understood that no employee shall be required to work in excess of ten (10) hours if he is at the terminal; if not, when he returns, he shall be relieved from duty provided he has notified his supervisor at the start of his workday.

Section 13.

When starting time is changed the position shall be posted as a new position and the employees will be permitted to exercise their seniority. Employer agrees that if he changes an employee's shift, the employee will be given seven (7) days' notice of such change prior to the effective date of such change.

Section 14.

In the event a strike occurs in the jurisdiction of a Local Union, the employees affected by such strike in said Local Union shall not be entitled to the weekly guarantee.

Section 15.

(a) All regular and unassigned employees shall be guaranteed eight (8) hours work or pay when put to work.

(b) Laid off employees shall be guaranteed eight (8) hours pay when called to work.

(c) The Employer and Local Union may, by mutual agreement, establish a policy whereby laid off and unassigned employees may work on an eight (8) hours on and eight (8) hours off basis.

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.

ARTICLE 60. OWNER-OPERATOR OPERATION

In the event that an Employer signatory to this Supplemental Agreement commences Owner-Operator Operations utilizing employees domiciled in the area covered by this Agreement, such Employer shall pay the rates of pay and operate under the terms and conditions of employment for such operations as set forth by the Virginia Freight Council City Pickup and Delivery Supplemental

Agreement effective for the period April 1, 1985 to March 31, 1988. However, on commencement of such operations the Virginia Freight Council Negotiating Committee shall enter into collective bargaining for the purpose of establishing appropriate wages, hours and other terms and conditions of employment for such operations. In the event of the failure of such Committee to agree, the issues so deadlocked shall be referred to the National Negotiating Committee for resolution. Changes in monetary items agreed upon as a result of such negotiations shall be made retroactive to the date of commencement of such operations.

APPENDIX A

It is understood and agreed that all of the terms and conditions of this Agreement covering the City Cartage operations shall apply to the Garagemen and Mechanics employed by Employers where such Garagemen and Mechanics are now covered by Appendix A of the Virginia Freight Council Contract. Such Garagemen and Mechanics shall be given the same wage increases and workweek guarantee as is granted in the Agreement for City Men. Such increases and workweek guarantees are to be granted in the same manner as for the other employees covered by the city pickup and delivery drivers.

IN WITNESS HEREOF the undersigned do duly execute The 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, 2008
thru March 31, 2013**

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

**For the Period:
April 1, 2008 - March 31, 2013**

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 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

The execution of this Agreement on the part of the Employer shall cover all over-the-road employees of the Employer domiciled in the State of Virginia.

Section 1. Employees Covered

(a) Employees covered by this Agreement shall be construed to mean any driver, chauffeur, or driver-helper operating a truck, tractor, motorcycle, passenger or horsedrawn vehicle, or any other vehicle operated for transportation purposes when used to defeat the purposes of this Agreement.

(b) In the event one (1) or more Employers establish a student driver training program, such Employers shall notify the Co- Chairmen of the Virginia Negotiating Committee who shall convene that Committee for the purpose of establishing rates of pay and other conditions. Student drivers shall be paid the prevailing rates until the Committee establishes the rate of pay and conditions.

Section 2. City or Local Work

Local dock work or city pickup and delivery service is not subject to the terms and conditions of this Agreement, but is subject to separate agreements entered into between the Employer and the involved Local Union. Employees subject to this Agreement shall not be permitted to perform dock work or city pickup and delivery service where the performance of such work conflicts with the local city pickup and delivery agreement between the Employer and a Local Union affiliated with the International Brotherhood of Teamsters and except as specifically permitted herein.

Section 3. Road-Peddle Driver Position

The employer may establish a road peddle driver position as set forth in this Section.

The road peddle driver position will be subject to bid by qualified road drivers and/or qualified city drivers by seniority. The run will extend at least seventy-five (75) direct miles from the domicile to the furthest point.

Where there is no road operation in existence, this road position will be bid by city employees. Where the employer maintains a road operation and no road driver bids or is awarded a bid hereunder, there will be no runaround of road drivers. Where additional drivers are needed on a day-to-day basis, they will be drawn from the city operation with no claim from road drivers.

The work week will be Monday through Sunday and, starting times will be included in the bid. The bid will be five (5) consecutive days or four (4) days with one drop day, both subject to DOT hours of service.

Drivers will be paid mileage at the applicable road contract rate until they make their first delivery and/or pickup. From the commencement of the first delivery and/or pickup until the completion of the last delivery and/or pickup, the driver will be paid the appropriate road hourly rate. Thereafter, the driver will be paid the applicable road contract mileage rate to the conclusion of his tour of duty. The run is not subject to overtime but is subject to a single eight (8) hour guarantee for all work performed.

Drivers who are bid on this position will remain on their respective seniority list and subject to all the terms and conditions of the applicable supplement, i.e., road or city, unless otherwise specifically provided for in this Section. The twenty-five (25) mile city provisions remain in effect pertaining to this position in the same manner as applied to any over-the-road run. Any city driver who takes a vacation while on this board will be paid 1/52 of his previous years' earnings. The Virginia Negotiating Committee will retain jurisdiction to consider operational issues arising under this Section.

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.

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, 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:

(a) Effective first (1st) day of employment - Eighty-five percent (85%) of the current rate.

(b) Effective first (1st) day of employment plus one year - Ninety percent (90%) of the current rate.

(c) Effective first (1st) day of employment plus two (2) years - Ninety-five percent (95%) of the current rate.

(d) Effective first (1st) day of employment plus three (3) years - One hundred percent (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

A list of the employees in the order of their seniority shall be posted in a conspicuous place at their place of employment.

Terminal seniority for employees covered by this Agreement shall

be defined as the last period of employment at the terminal where the employee is working, or in the case of an approved change of operation the period of employment at the terminal where the employee is working as established by the change of operation.

Within thirty (30) days after signing of this Agreement and at least annually thereafter, the Employer shall post in a conspicuous place at the employee's home terminal and shall mail to the Union a list of the regular employees covered by this Agreement arranged according to their seniority. Protest to any employee's seniority date or position on such list must be made in writing to the Employer within thirty (30) calendar days after such seniority date or position first appears and if no protests are timely made, the date and positions as posted shall be deemed correct. Any such protest which is timely made may be submitted to the joint grievance procedure.

Company seniority for employees governed by this Agreement shall be defined as the period of employment subsequent to the employee's most recent date of hire by the Employer. Company seniority shall be recognized in determining vacation time earned, and as provided by change of operations.

Section 3. Loss of Seniority

Seniority shall be terminated and the Employer-employee relationship shall be severed by any of the following:

- (1) Discharge.
- (2) Voluntary quit in writing.
- (3) Unauthorized absence for three (3) successive scheduled working days.
- (4) Failure to comply with terms of Notice of Recall.
- (5) Failure to obtain or comply with Leave of Absence.
- (6) Retirement.
- (7) Job abandonment.

Section 4. Layoff and Recall

When it becomes necessary to reduce the working force, the last employee hired shall be laid off first by proper written notice, except as otherwise provided by a change of operations.

When the work force is again increased, the employees shall be recalled to work in the reverse order in which they were laid off.

Recall shall be by certified mail sent to the address last furnished to the Employer, with a copy to the Union. Within seven (7) days after delivery (or attempted delivery) of the recall notice at such address, the employee must notify the recall office by certified mail or telegram of his intent to work, and such employee must return to work within seven (7) days after notice of his intention.

When a laid off road driver requests in writing within seven (7) days of his date of lay off, he will be offered work as a casual city employee at his domicile terminal after laid off city employees, in seniority order and ahead of regular casuals. Such employee shall be strictly a casual and will accrue no benefits under any collective bargaining agreement except as provided in Article 59, Section 11.

Section 5. Dispatch Procedure and Posting of Bids

Where the Employer has an established uniform method of dispatch within the Eastern Region Area other than seniority, such Employer may establish such method in Virginia. Where the Company has more than one (1) type of dispatch procedure within the Eastern Region Area, seniority as established in Article 62 shall prevail.

Unless otherwise mutually agreed, at domiciles of fewer than five (5) drivers, or where a Company bids runs for at least one-third (1/3) of the drivers at that location, A B A bid and extra drivers shall be given a choice of available loads. Dispatch of bid and extra drivers shall be on a point-to-point basis without restriction as to declaration of final destination or via points at origin of dispatch.

The Local Union and the Company may establish dispatch rules covering the seniority dispatch of extra board drivers. If the parties are unable to reach agreement on such dispatch rules, the following

shall apply to the extra board, but such rules are not to interfere with the mark-off and time-off procedures as provided in this Agreement.

(1) The Company will group trips in one (1) hour blocks and drivers will have choice of trips available for dispatch during such one (1) hour periods as set out below. These one (1) hour blocks begin at the time the driver is ordered to report. Failure of any driver to report by report time shall result in that driver's forfeiture of his seniority for trip selection in that block.

(2) Drivers will be called in seniority order subject to available hours and choice of trips will be made by seniority. The drivers may vote for selection to be made at the time of call rather than at the dispatch window. If the drivers vote for selection to be made at the time of call and it becomes necessary to change the loads in the dispatch block after the drivers are called and have selected their loads, selection will be made at the window.

(3) The drivers may opt to include a "plug provision" which would be operated as set out below:

The drivers may choose in writing to "plug" for a bid point, turnaround run or open sleep only when they arrive from a trip while at the dispatch window. Except as provided below, the employee must remain on the "plug board" for twenty-four (24) hours. The driver must call in at the end of the twenty-four (24) hours and place himself back on the extra board. When plug drivers are needed due to exhaustion of the board, they may be drafted in reverse seniority order and their "plug" cancelled. Drivers must have hours to run the trip plugged. Drivers may not re-plug before being dispatched. Drivers accepting a dispatch from the plug board cannot be bumped at the window.

(a) Vacancies, change of runs, or new runs, except as herein provided, shall be subject to seniority and shall be posted for bid. The employee with the highest seniority who bids shall receive such vacancies, changes of runs, or new runs. Seniority shall not govern the assignment of equipment. Posting shall be in a conspicuous place at the employee's place of employment so that all eligible employees shall receive notice of the vacancies, changes of runs, or new runs open for bid.

Such posting shall be for a period of seven (7) days. The posting of regular runs shall include the days, destination, types of runs, approximate departure time and number of days each week. The vacancies, changes of runs, or new runs, shall be awarded within an additional seven (7) days after the close of bid. However, no regular bid driver shall report until called by the Employer, unless mutually agreed to.

Any known vacancies of the bid board for thirty (30) days or more will be posted as a hold down bid. Hold down bids will run until the bid driver returns to work or the regular semi-annual bid. This opportunity will be offered to Extra Board drivers only.

(b) All runs paid on a mileage basis shall be posted for bid at least semi-annually so as to award such bids effective on the first day of the calendar week occurring on or after April 1 and October 1. The number of runs to be posted for bid shall be determined by taking seventy-five percent (75%) of the minimum daily number of runs operated between two (2) designated points for a period of twelve (12) months.

The number of runs to be posted are to be computed by adding the total runs operated between two (2) designated points, including VIA dispatches, on each day of the calendar week for a fifty-two (52) week period, between March 1 and March 1, and dividing the daily total of fifty-two (52) to arrive at an average number of runs for each calendar day; and then, determine seventy-five percent (75%) of the average number of runs for each calendar day.

The number of bids to be posted for any particular run shall be the minimum figure derived at for any day involved in the run; i.e., a bid that is to operate on Monday, Wednesday and Friday and seventy-five percent (75%) of the average number of daily runs are:

Monday	5
Wednesday	4
Friday	6

then the number of bids to be posted for this particular run shall be 4.

Second Example:

Tuesday 5

Thursday 3

Saturday 6

then the number of bids to be posted for this particular run shall be 3.

Third Example:

Sunday 4

Tuesday 6

Thursday 3

then the number of bids posted for this particular run shall be 3.

Where minimum runs are now bid, such specific runs shall continue to be bid.

Where an Employer establishes an initial operation, the first thirty (30) days' operation shall be reviewed with the Local Union as pertains to bids to be offered until semi-annual bid time. Failing to agree, the matter may be submitted to the Grievance Committee.

(c) Drivers at the away-from-home terminal shall be dispatched in the same order as dispatched from the home terminal, except an extra driver may be dispatched to the home terminal ahead of a regular bid driver, provided the bid driver is returned to the home terminal in time to make his next regular bid.

Extra drivers shall be dispatched home after the third (3rd) layover

point. All time spent on layover after the third (3rd) layover point shall be paid for time.

Drivers may opt to lay over more than three (3) times without being in violation of this Section.

A driver is not eligible for dispatch until his elapsed time in the terminal is equal to the minimum running time plus the rest period.

No road driver will be dispatched to a point where he must wait to pick up hours for subsequent dispatches.

(d) If the dispatch of a bid driver is broken, he will be paid his original dispatch less monies earned. If miles driven, terminal delay, time spent making pickup or delivery, impassable highway or breakdown exceeds the original dispatch, the driver shall be paid the greater.

(e) In the event the dispatch of an extra driver is changed en route he shall be paid for the type of run actually performed, subject to the eight (8) hour minimum guarantee, for the complete tour of duty.

Breakdown time, terminal delay, time spent making pickup or delivery, or impassable highway, shall be used to make up the eight (8) hour minimum. In the event miles driven and the above compensable time is greater than the eight (8) hour minimum, the driver shall be paid the greater.

(f) Regular bid drivers may go on the extra board upon their written request, but cannot bid again for six (6) months, unless all runs are due to be put up for semi-annual bid, or unless there is a vacancy or new run provided however, no employee is permitted to bid on a run to the destination he vacated.

Regular bid drivers may bid on all runs posted for bid provided no employee will be awarded a bid on a run to a destination he vacated within the previous six (6) months. This restriction shall not apply to the semi-annual bid. Between semi-annual bids an employee may bid to switch bid days at his destination only one (1) time.

(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.

A driver may be dispatched on a VIA dispatch through another domicile en route to his home terminal without any restriction, except such dispatch to the home terminal must be completed in the same tour of duty.

Virginia road drivers covered by this Agreement may run through their home terminal in order to fulfill the eight (8) hour guarantee, provided such driver returns to the home terminal in the same tour of duty. Violations of this Section shall result in eight (8) hours penalty pay. Such penalty pay to be in addition to mileage and hourly pay.

The Employer and the Local Union may mutually agree to a different method of dispatch through the home terminal.

(h) Where a driver is on layover at a foreign terminal another driver may complete a turnaround or a through dispatch at such foreign terminal without incurring runaround to such driver on layover.

(i) Any driver who removes himself, with Company permission, from the dispatch board will remain off for twelve (12) hours.

Section 6.

The provisions of this Article shall not apply where a Local Union and Employer have an agreed-to or past practice dispatch procedure to the contrary. However, this shall not be construed as to permit more than three (3) layovers as provided in Section 5(c), Paragraph 2 of this Article; nor shall it apply to Section 5(b) of this Article.

Section 7.

Over-the-Road employees covered by this Agreement shall have the right, in accordance with their terminal road seniority, to bid to fill job vacancies under the Virginia Freight Council City Pickup and Delivery Supplemental Agreement, provided they are qualified. Employees awarded the vacancy must comply in all respects to the Employers normal standards and qualifications, and shall work under all of the provisions of the City Pickup and Delivery Supplemental Agreement, including the probationary period. They shall maintain their company seniority for fringe benefits, but shall carry over their terminal road seniority for the purposes of work opportunity under the City Pickup and Delivery Supplemental Agreement.

When an employee bidding in the above manner is awarded a job vacancy under the City Pickup and Delivery Supplemental Agreement, he shall have no further claim to Over-the-Road work opportunity for a period of one (1) year from the effective date of the award. An employee may remove his name from the bid prior to the award. After the bid is awarded the employee must accept the bid. After the one (1) year period provided herein an employee may bid to fill vacancies under the Virginia Freight Council Over-the-Road Agreement, as provided in Article 53, Section 7 of the Virginia Freight Council City Pickup and Delivery Supplemental Agreement.

Section 8.

The following shall be time off for extra board drivers and has no application to bid drivers:

(1) After completion of six (6) tours will be entitled to forty-eight (48) hours off. The drivers may waive the forty-eight (48) hours off, and then;

(2) After completion of twelve (12) tours will be entitled to seventy-two (72) hours off. The drivers may waive the seventy-two (72) hours off and then;

(3) After completion of fifteen (15) or more tours will be entitled to

seventy-two (72) hours off and can use such earned time off at a time of the drivers choosing.

(4) If the driver is not at the home terminal upon the completion of six (6) or twelve (12) tours, he is entitled to the time off shown above upon his first arrival at the home terminal after meeting or exceeding the six (6) or twelve (12) tours.

Once a driver had earned 48 or 72 hours off duty, he can, at his option, take his mandatory DOT rest period prior to commencing his earned time off. The driver can, at his option, take any portion of the aforesaid time off, provided he takes at least 24 hours. His selection must be made at the dispatch window upon arrival.

Where drivers fail to exercise time off privilege after twelve (12) tours they shall forfeit such time off and the cycle will revert back to paragraph 1. Time off privileges may be exercised only at the completion of the sixth (6th) or twelfth (12th) tours, provided such time off is requested upon arrival at the home terminal.

An employee on time off must stay off the specified time unless he so requests and the affected board is exhausted.

A "tour" is defined as a tour of duty (bed to bed).

When any bid driver is notified that his run is cancelled for the trip, he shall advise the dispatcher whether or not he wishes to be placed on the extra board. If placed on the extra board, he shall take any run in accordance with his seniority, but must go back on his bid run at the home terminal as soon as possible.

After completion of bid runs, driver has no further seniority for that week.

ARTICLE 63. MEAL PERIOD

No driver shall be compelled to take more than one (1) continuous hour for meal period in any one (1) ten (10) hour period. Meal periods shall not be compulsory at terminals where driver is responsible

for equipment or cargo, nor shall meal period be compulsory when or where there is no accessible eating place.

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.

Employees will not be allowed to work while on vacation

Section 2.

It is understood that during the first (1st) year of employment the employee must work sixty percent (60%) of the total working days in order to obtain his vacation and must have been employed for a full year. During the second (2nd) and subsequent years, the employee must have worked sixty percent (60%) of the total working days of the year, but need not be employed for the full year to be eligible for the vacation. No more than one (1) vacation will be earned in any twelve (12) month period. Time lost due to sickness or injury shall be considered days worked. This shall not apply where an employee has been off due to sickness or injury fifty percent (50%) or more of the total working days during any twelve (12) month period. Fifty (50) percent equals 156 days.

When an employee performs work of any kind, such days will count as days worked in computing the sixty percent (60%) requirement.

Section 3.

A full week's vacation pay shall be computed on the basis of one fifty-second (1/52) of the employee's earnings for the preceding calendar year except for the first (1st) year the employee's anniversary year earnings shall be used in computing vacation pay.

Vacation pay shall be computed by dividing the employee's earnings of the last calendar year by fifty-two (52) to determine one (1) week's earnings and then multiplying by the number of weeks earned vacation.

There shall be no exception to the above unless an employee is out of work because of his proven illness or injury resulting in inability to work for a cumulative period of four (4) weeks or more as evidenced by a doctor's certificate filed with the Company when returning to work, if required by the Company. Any period of illness or injury less than one (1) week's (7 days) duration, shall not be used to make up the four (4) weeks. When such conditions occur then the actual annual earnings for the calendar year involved shall be divided by fifty-two (52) less the number of weeks of proven illness or injury as outlined above. This does not affect the existing conditions governing an employee's qualifying for vacation.

Section 4.

Vacation pay shall not be deducted from equipment rental.

Section 5.

Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation at any time provided that a minimum of fifteen percent (15%) per week of the total number of employees shall be permitted to go on vacation between May 1st and October 1st of each year.

Vacation must be taken within twelve (12) months of the anniversary date ending the year in which such vacation is earned.

Example:

Employee's anniversary date is May 1. Between May 1, 1998, and February 1, 1999, the employee works sixty percent (60%) of the total working days in his anniversary year of May 1, 1998 to May 1, 1999, and, therefore has earned his vacation for his 1999 anniversary year. He must take and complete that 1999 earned vacation before May 1, 2000, or he loses it.

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 six (6) 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 a 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 vacation at any one time will be governed by the personal holiday rules in Article 65. Employees with four (4) or more weeks may split two weeks vacation as outlined above. When an employee elects to split a week of vacation into one or more daily increments, his vacation pay for that week shall be determined in accordance with Section 3. However, he shall be paid one-sixth (1/6th) of that week's vacation pay when each day of that vacation is taken. Split vacations for A-B-A bid drivers shall be taken in increments of two (2) days for each bookoff.

The Union and the Company shall negotiate a vacation bid procedure for all employees.

Section 6.

If an employee's previously earned vacation is payable during a period in which he is entitled to unemployment compensation, or during a period when he is out of work for on or off-the-job injury or illness, he will be paid for such vacation upon his request.

Any twelve (12) month period as used herein is anniversary date to anniversary date of the employee.

Time lost as set forth in Article 64, Section 3 will be applied in the calendar year in which it occurred.

Any work performed in a calendar day shall be counted as a day worked for accumulating a vacation.

Section 7.

Health and Welfare and Pension contributions will be made on vacation weeks taken, regardless of the employee's status; i.e., payment must be made on laid off employees. The above shall not apply where the employee accepts layoff status rather than redomicle under an approved change of operations.

ARTICLE 65. HOLIDAYS

The following named holidays shall be paid for at the rate of eight (8) times the regular hourly rate of pay in addition to any monies earned by the employees on such holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve, Christmas Day and Employee's Birthday, and one (1) additional personal holiday.

Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight time hours, in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay.

In order to qualify for holiday pay, it is provided that the regular or extra employee must work the regular workday immediately preceding or following the holiday, if said employee is requested to do so and has not exhausted his hours of work or is unable to work on account of proven illness or unless absence is mutually agreed to.

The above 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.

Employees who are serving their sixty (60) day probationary period are not entitled to holiday pay for holidays falling within such probationary period. If a holiday falls within the vacation period of a regular employee, he shall receive pay for such holiday in addition to his vacation pay. 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.

If a holiday falls within the thirty (30) day period following an employee's layoff due to lack of work and such employee is also recalled to work during the same thirty (30) day period but did not receive any holiday pay, then in such case he shall receive an extra day's pay for each holiday in the week in which he returns to work.

Said extra day's pay shall be equivalent to eight (8) hours at the straight time hourly rates specified in the contract. Any employee who is laid off because of lack of work and is not recalled to work within the aforementioned thirty (30) day period is not entitled to the extra pay upon his return. Under no circumstances shall the extra pay referred to herein be construed to be holiday pay nor shall it be considered as hours worked for weekly overtime.

Personal Holidays shall be taken on the day requested by the employee barring Acts of God, 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. 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.

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

ARTICLE 66. LODGING

Comfortable, sanitary lodging shall be furnished by the Employer in all cases where an employee is required to take a rest period away from his home terminal and shall be maintained at present day standards. Air-conditioned dormitories or air-conditioned hotel rooms shall be furnished when seasonal and climatic conditions require. Hotel rooms and dormitories shall be equipped with blinds or draperies or be suitably darkened during daylight hours. In lieu of the Company furnishing satisfactory lodgings, the employee shall be paid thirteen dollars and fifty cents (\$13.50) for each rest period, except where accommodation is unavailable at such figure and it is necessary for driver to pay in excess of the above amounts, he shall, upon presenting a receipt of payment, receive reimbursement of actual cost of room.

No new dormitory at Company terminals shall be permitted unless jointly approved by the Eastern Region Joint Area Committee.

If approved, such dormitory shall not be used unless janitor service, clean sheets, pillow cases, blankets and proper sanitary conditions are provided as set forth above. In all terminals with dormitories there must be a drivers' waiting room maintained at present day standards. If there is no public transportation available within a distance of eight-hundred and eighty (880) yards of the terminal, the Employer shall furnish or pay for transportation to and from the public transportation.

During falling weather, the Employer shall furnish continuing transportation to and from the terminal to lodging. Before use of taxicab, employee must secure approval of Employer.

Road driver lodging shall be maintained on the basis of one (1) driver per room except in emergencies.

A subcommittee of one (1) Union and one (1) Company representative will be appointed by the Virginia State Negotiating Committee as necessary to inspect all lodging (hotels) used by the Employer. A comprehensive inspection report form shall be developed by the committee to be used for all inspections. This subcommittee may inspect all lodging on a random basis or at the request of either subcommittee representative. In addition, this subcommittee shall immediately, upon notification, investigate all grievances filed pertaining to all hotels in their area and report their findings within 14 days of notification unless otherwise extended by mutual agreement of the subcommittee members.

ARTICLE 67. PAID-FOR-TIME

Section 1. General

All employees covered by this Agreement shall be paid for all time spent in the service of the Employer. Rates of pay provided for by this Agreement shall be minimums.

Time shall be computed from the time that the employee is ordered to report for work and registers in until the time he is effectively released from duty. All time lost due to delays as a result of overloads or certificate violations involving federal, state or city regulations, which occur through no fault of the employee, shall be paid for by the Employer.

It is understood and agreed that the Company is allowed fifteen (15) minutes free time at intermediate terminals not to exceed thirty (30) minutes in one tour of duty. The above shall not apply where the road drivers are required to perform work, when reporting for work, and at the destination.

Section 2. Call-in Time

(a) Employees called to work shall be allowed sufficient time, without pay, to get to the garage or terminal, and shall draw full pay from the time ordered to report and register in. If not put to work, employee shall be guaranteed six (6) hours' pay at the rate specified in this Agreement, and shall not be required to do any work not covered by this Agreement.

An employee, after being released from duty, shall not be compelled to report to work at the home terminal until he has had twelve (12) hours, to include call time, off duty.

(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.

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

(c) The Union and the Employer may mutually agree to an advance notice procedure for drivers other than point bid drivers. If no agreement is reached the following procedure shall apply: Drivers other than point bid drivers who are off at the home terminal shall receive a maximum notification time of two (2) hours if requested by the driver prior to being called for dispatch. If the Company needs the driver earlier than the notification time given, the Company will call the driver. If the driver is unavailable he will maintain his position on the board and the Company will not be obligated to call the driver again prior to the notice time given, and the driver shall have no claim for run-around. At the notification time the driver must be available for dispatch if needed.

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 dollars (\$10.00); five (5) hours thereafter another meal allowance of ten dollars (\$10.00); and five (5) hours later a third (3rd) meal allowance of twelve dollars (\$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 dollars (\$10.00) 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.

Section 4. Breakdowns, Impassable Highways

Time required to be spent with the equipment shall not be included within the first eight (8) hours out of each twenty-four (24) hour period for which a driver is compensated on breakdowns or impassable highways, but must be paid for in addition.

On breakdowns or impassable highways, employees on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight (8) hours out of each twenty-four (24) hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement.

Where an employee is held longer than the eight (8) hour period, he shall in addition be furnished clean, comfortable, sanitary lodging. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed. Any employee performing tire changing or claiming breakdown pay, may be required to furnish competent proof, satisfactory to the Employer and the Union, that he is entitled to any additional pay beyond his guarantee. Breakdown time may be used in making up the eight (8) hour guarantee on minimum runs.

Section 5. Deadheading

In all cases where an employee is instructed to ride or drive on Employer or leased equipment, he shall receive full pay as specified in this Agreement. When instructed to deadhead on other than Company or leased equipment, the employee shall likewise receive the full rate of pay as specified in this Agreement, plus the cost of transportation.

Section 6. Bobtailing

Driving of tractor without trailer shall be paid on the same basis as tractor-trailer drivers.

ARTICLE 68. PICKUP AND DELIVERY LIMITATIONS

Section 1.

The operations shall be dock to dock and there shall be no pickups or deliveries permitted at either end of the run, except that one (1) pickup of a solid load at point of origin and one (1) delivery of a solid load at destination shall be allowed, provided that the driver receives the following rate or the prevailing city scale if higher, for such service, including time lost through delivery. At no time shall any provision of this contract permitting pickup and delivery supersede the provisions of any local cartage contract which prohibits such pickup and delivery.

It is further agreed that all pickup and/or delivery limitations in this Article shall not prohibit a driver from making pickups and/or deliveries at points en route and intermediate terminals.

Notwithstanding any other provisions of this Agreement, road drivers may make one (1) pickup and/or delivery en route to and/or from the terminal within the twenty-five (25) mile city radius.

Section 2.

The same pickup and delivery limitations shall apply where the pickup and/or delivery is made in the Southeast Area, Southwest

Area, the Central Region Area, Western Region Area and other areas within the Eastern Region Area, as established by awards of the Executive Board of the International Union.

Section 3.

No road driver shall be required to help load and/or unload his equipment at company terminals, connecting line terminals or local cartage when there are employees on duty who usually perform dock work at the terminal; however, the driver will be required to check the freight which is loaded and/or unloaded.

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:

	Full Rate Per Mile	Casual Rate Per Mile
Single Axle Units		
Effective 4/1/08	55.500¢	46.90¢
Effective 4/1/09	56.500¢	47.70¢
Effective 4/1/10	57.625¢	48.60¢
Effective 4/1/11	58.625¢	49.40¢
Effective 4/1/12	59.750¢	50.30¢
Tandem Axle Units (4 Axles)		
Effective 4/1/08	55.750¢	47.113¢
Effective 4/1/09	56.750¢	47.913¢
Effective 4/1/10	57.875¢	48.813¢
Effective 4/1/11	58.875¢	49.613¢
Effective 4/1/12	60.000¢	50.513¢
Tandem Axle Units (5 Axles)		
Effective 4/1/08	55.875¢	47.220¢
Effective 4/1/09	56.875¢	48.020¢
Effective 4/1/10	58.000¢	48.920¢
Effective 4/1/11	59.000¢	49.720¢
Effective 4/1/12	60.125¢	50.520¢

Tandem Axle Units Carrying a Cargo of 40,000 lbs. or more and Jeeps

Effective 4/1/08	56.000¢	47.325¢
Effective 4/1/09	57.000¢	48.125¢
Effective 4/1/10	58.125¢	49.025¢
Effective 4/1/11	59.125¢	49.825¢
Effective 4/1/12	60.250¢	50.725¢

Twin Trailer Units

Effective 4/1/08	56.900¢	48.091¢
Effective 4/1/09	57.900¢	48.891¢
Effective 4/1/10	59.025¢	49.791¢
Effective 4/1/11	60.025¢	50.591¢
Effective 4/1/12	61.150¢	51.491¢

(b) Except as provided in Article 62, Section 1, hourly rates of pay shall be as follows:

Full Hourly Rates:

Effective 4/1/08	\$22.65
Effective 4/1/09	\$23.05
Effective 4/1/10	\$23.50
Effective 4/1/11	\$23.90
Effective 4/1/12	\$24.35

Casual Hourly Rates:

Effective 4/1/08	\$19.06
Effective 4/1/09	\$19.38
Effective 4/1/10	\$19.74
Effective 4/1/11	\$20.06
Effective 4/1/12	\$20.42

(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

Where an employee accomplishes two (2) or more turnaround runs in the same day, either of the same or different type, he shall receive eight (8) hours pay for miles driven, delay and all compensable time for the

entire tour of duty. Where pay for miles, delay and compensable time exceeds the eight (8) hour minimum the driver shall be paid the greater. Subsequent runs must begin and end at the home terminal. Where the above type runs are run on a consistent basis the Company and the Union shall negotiate bids. Failure of the parties to agree, the matter shall be submitted to the grievance committee.

Drivers shall be permitted to make subsequent runs without incurring runaround to other drivers at the home terminal.

ARTICLE 71. TWO-MAN OPERATIONS, STEEL HAUL OPERATIONS AND OWNER-OPERATOR OPERATIONS

In the event that an Employer signatory to this Supplemental Agreement commences Two-Man Operations, Steel Haul Operations and/or Owner-Operator Operations utilizing employees domiciled in the area covered by this Agreement, such Employer shall pay the rates of pay and operate under the terms and conditions of employment for such operations as set forth by the Virginia Freight Council Over-the-Road Supplemental Agreement effective for the period April 1, 1985 to March 31, 1988. However, on commencement of such operations the Virginia Freight Council Negotiating Committee shall enter into collective bargaining for the purpose of establishing appropriate wages, hours and other terms and conditions of employment for such operations. In the event of the failure of such Committee to agree, the issues deadlocked shall be referred to the National Negotiating Committee for resolution. Changes in monetary items agreed upon as a result of such negotiations shall be made retroactive to the date of commencement of such operations.

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

ABSENTEEISM

The Employer will record on each employee's attendance card or

other records the reason given by the employee to the Employer why he is requesting to mark off or take off from work. Requests by the Employer for the employee to volunteer to take off for the convenience of the Employer will also be noted on the time card or other record. The employee shall be given access to his attendance card or other record as necessary to verify its correctness during normal business hours.

After disregarding paid sick leave days and absence for the Employer's convenience and tardiness which is a separate infraction subject to discipline under Article 45, based on the employee's most recent nine (9) month record of absence from work, missed work calls and/or leaving work early (all of which are hereinafter referred to as "absence" or "absenteeism"), and considering the frequency and day or days of the week of such absenteeism, and/or whether such have occurred in conjunction with scheduled time off, and considering mitigating factors such as whether absence is in the result of hospitalization, the Employer may determine that such employee is a habitual absentee offender. When such determination is made, the following shall apply:

1. By proper written notice as provided in Article 45, the Employer shall advise such employee of his designation as an habitual absentee offender and further advise him that any absence during the next nine (9) months shall require, prior to his return to work, submission to the Employer of a valid written doctor's statement which excuses such absence for good cause (stating the reason for such visit and treatment administered), court subpoena or summons, or other valid and independently verifiable written documentation which excuses such absence for good cause.
2. Failure to provide such valid excuse shall subject the employee to progressive discipline for each day of absence for which he has failed to provide such excuse as provided in paragraph 3, below.
3. Progressive discipline for absence for which the employee fails to provide such excuse shall proceed in progression from the most recent discipline issued for unexcused absence that is not more than nine (9) months old, and shall include:

(a) First Offense – Warning Letter

(b) Second Offense – Three Day Suspension

(c) Third Offense – Discharge

4. Except as provided in Article 56, Section 1 or Article 65 concerning qualification for holiday pay, an employee who has not been designated as a habitual absentee offender during the most recent nine (9) month period may not be required to produce such excuse for absence before returning to work unless he has been absent for three (3) consecutive scheduled work days, or three (3) successive days on which he is subject to call for work opportunity.

5. Nothing in this interpretation shall affect the Employer's right to terminate seniority as provided in Article 53, Section 3, or Article 62, Section 3.

6. The question of whether an employee was properly determined to be a habitual absentee offender shall be subject to the grievance procedure as provided in Article 43, 44 and 45. Failure to provide such valid excuse shall subject such employee to progressive discipline for each day of his continued failure to provide such excuse.

7. No specific event of absence or discipline shall be required to begin the review of an employee's record. The notice provided in paragraph 1 above, shall expire nine (9) months after the date of its issuance, and such a notice may not be issued to the same employee less than 30 days from the expiration of the most recent such notice to that employee; however, disciplinary action taken during such nine (9) month period shall not be affected by expiration of such notice.

8. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights, but excessive absenteeism shall be subject to disciplinary action, up to and including suspension.

9. This habitual absentee offender rule shall not apply in instances governed by the Family and Medical Leave Act as provided in Article 38.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day, _____2008 to be effective as of April 1, 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

John D. Farrish, Chairman
James Wright

For the Employers:

TRUCKING MANAGEMENT, INC.

Terry Underwood, Chairman
Gary Quinn

IN WITNESS HEREOF the undersigned do duly execute The 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)