

West Virginia Freight Council Supplemental Agreement

For the Period: April 1, ~~2008~~2019 through March 31, ~~2013~~2024

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Master Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

PREAMBLE

To cover all truck drivers, helpers, platform men, freight handlers, tow motor operations, checkers, switchers (or hostlers) and Teamster Riggers employed in the operation of common, contract and private carriers in the State of West Virginia (excluding the jurisdiction of Local Union No. 697, Wheeling, West Virginia and Local No. 505, Huntington, West Virginia) and in such contiguous territory as is covered by the jurisdictions of Local Union No. 175, South Charleston, West Virginia.

The _____ (Company) hereinafter referred to as the Employer and the West Virginia Freight Council and Local Union No. 175, 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 Supplemental Agreement is supplemental to and becomes part of the Master Freight Agreement hereinafter referred to as the Master Agreement for the period commencing April 1, ~~2008~~2019 which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT *NO CHANGE*

ARTICLE 41 - UNION SECURITY AND DUES & PROBATIONARY EMPLOYEES *NO CHANGE, EXCEPT FOR THE FOLLOWING:*

Section 4. Entry Rates (New Hires)

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

New Entry Rates (Effective April 1, 20082019)

Effective April 1, 20082019, all regular employees hired on or after that date shall receive the following hourly and/or mileage rates of pay.

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

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

ARTICLE 42 – ABSENCE *NO CHANGE*

ARTICLE 43 - SENIORITY *NO CHANGE*

ARTICLE 44 - GRIEVANCE MACHINERY COMMITTEE

NO CHANGE

ARTICLE 45 - GRIEVANCE MACHINERY AND UNION LIABILITY

NO CHANGE

ARTICLE 46 - DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause; but in respect to discharge or suspension without the consent of the Union shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of 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 failure to meet the minimum requirements for safe driving under paragraph 391.25 of the Motor Carriers Safety Regulations issued by the Department of Transportation, unprovoked physical assault on a ~~Company supervisor~~ anyone while on duty or on Company property, dishonesty, drinking on duty, reporting to work under the influence of intoxicating liquor, drug intoxication, as provided in Article 35, Section 3 of the National Master Freight Agreement, failing to report an accident, deliberate off-route operations, proper cancellation of surety bond or recklessness resulting in serious accident while on duty or the carrying of unauthorized passengers, intentionally committing malicious damage to the Employer's equipment or property, or has intentionally abandoned his equipment, or sexual harassment – ability of Employer to take employee out of service immediately for proven sexual harassment. Warning letters must be presented or postmarked no later than ten (10) days following the Employer's knowledge of the violation except in those cases where a letter of investigation was issued within such ten (10) day period. Letters of investigation for

accidents shall be valid for forty (40) calendar days from the date of accident. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee and Union affected. 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 Joint State Committee and the Eastern Region Joint Area Committee shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension or warning letter must be taken within ten (10) days by written notice and a decision reached within thirty (30) days from the date of discharge or suspension. If the employee involved is not within the home terminal area when the action of discharge, suspension, or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. The present procedure with respect to warning letters will be continued during the life of this Agreement. If no decision has been rendered on appeal within thirty (30) days, the case shall be taken up as provided for in Article 45, Section 1, of this Agreement. Any employee discharged away from his home terminal shall be provided the fastest available transportation to his home terminal at the Employer's expense.

Uniform rules and regulations with respect to disciplinary action may be drafted but must be approved by the Local Union and the Joint State Committee. Such approved uniform rules and regulations shall prevail in the application and interpretation of this Article.

ARTICLE 47 - EXAMINATIONS AND IDENTIFICATION FEES

NO CHANGE

ARTICLE 48 - MEAL PERIOD

NO CHANGE, EXCEPT THE FOLLOWING:

B. Local Cartage Operation

Employees shall, except by mutual agreement, take at least one continuous thirty (30) minute period for meals each day. No employee shall be compelled to take more than one (1) continuous thirty (30) minute period during such period nor compelled to take any part of such continuous thirty (30) minute period before he has been on duty four (4) hours or after he has been on duty six (6) hours. An employee, required to work during the two 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 4th or after the 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. One ten (10) minute break in first half of the shift and one ten (10) minute break in second half of shift. **There will be an additional ten (10) minute break after the tenth (10th) hour and one every two (2) hours thereafter.**

ARTICLE 49 – LODGING

NO CHANGE

ARTICLE 50 - PAY PERIOD

NO CHANGE

ARTICLE 51 - PAID-FOR TIME

NO CHANGE, EXCEPT THE FOLLOWING:

A. Over-the-Road Provisions:

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 and 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 driver, shall be paid for. Such payment for driver’s time when not driving shall be the hourly rate- **except when over-the-road drivers are required to complete their own hook or swap out. In the case of swap outs or hooks, the driver will be paid fifteen minutes per pin.**

Fuel stop required or ordered by the Employer shall constitute time in the service of the Employer and the compensation for such time shall be computed on the basis of the actual time spent.

Section 3. Layover

When on compensable layover on Sundays and holidays there shall be a meal allowance of ~~Ten~~**Twelve** Dollars (~~\$10~~**12.00**), five (5) hours thereafter another meal allowance of ~~Ten~~**Twelve** Dollars (~~\$10~~**12.00**), and five (5) hours later a third meal allowance of ~~Twelve~~**Fourteen** Dollars (~~\$12~~**14.00**).

No more than three (3) meals will be allowed during any 24-hour period. The Employer agrees that employees on out-of-town hauls when laid over at distant terminals shall be returned to work as soon after twelve (12) hours as possible and when laid over longer than fourteen (14) hours they shall be considered on duty after the end of the fourteenth (14th) hour and shall be guaranteed two (2) hours pay at their regular hourly rate in any event for layover time. If he is held over more than two (2) hours he shall receive layover pay for each hour held over 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 hours after the run ends. The same principle shall apply to each succeeding eighteen (18)

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hour period with layover pay commencing after the tenth (10th) hour.

Unless agreed otherwise by the Union and Employer, a driver required by the Employer to take a layover period at any away-from-home point, either a foreign terminal or at a way-point, for more than eight (8) hours, shall be guaranteed a minimum of eight (8) hours' work or pay equivalent before being ordered by the Employer to take another layover. A statutory rest period shall not be considered a layover order by the Employer.

ARTICLE 52 - PICKUP AND DELIVERY LIMITATIONS

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

ARTICLE 53 - GUARANTEES - TWENTY-FOUR HOURS SHALL CONSTITUTE A DAY

NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Minimum Guarantees

(a) All regular employees except the youngest employee in each classification shall be paid not less than ~~One Hundred and Thirty-Five Dollars (\$135.00)~~ **eight hundred forty dollars (\$840.00)** each week unless they are off or are not available to work during such week.

(h) In the event the youngest employee works forty hours or more for five consecutive weeks, the company must post a new bid.

ARTICLE 54 - MILEAGE AND HOURLY RATES FOR OVER-THE-ROAD DRIVERS
NO CHANGE, EXCEPT FOR THE FOLLOWING:

Section 1. Rates

(a) The rate of pay per mile for drivers on all runs other than peddle runs shall be as follows:

Single Axle Units

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

ARTICLE 55 - PEDDLE RUNS
NO CHANGE, EXCEPT THE FOLLOWING:

Section 2. Rate of Pay

Hourly rates of pay for peddle run drivers shall be:

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

ARTICLE 56 - TWO-MAN OPERATION
NO CHANGE

ARTICLE 57 - VACATIONS
NO CHANGE, EXCEPT FOR THE FOLLOWING:

Section 1. Vacation Allowance

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 one (1) full week where they have been employed one (1) year; two (2) full weeks where they have been employed two (2) years; three (3) full weeks where they have been employed eight (8) years; four (4) full weeks where they have been employed fifteen (15) years; five (5) full weeks where they have been employed twenty (20) years; and effective January 1, 2004, six (6) full weeks where they have been employed thirty (30) years or more. **Company convenience days shall count as days worked.**

ARTICLE 58 – HOLIDAYS

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NO CHANGE

ARTICLE 59 - HEALTH AND WELFARE
NO CHANGE, EXCEPT THE FOLLOWING:

Section 1. Contribution

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

Add to end of 1st paragraph:
Company convenience days shall count as
days worked.

ARTICLE 60 - PENSIONS
*NO CHANGE, EXCEPT FOR THE
FOLLOWING:*

Section 1.

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

Add to end of 1st paragraph:
Company convenience days shall count as
days worked.

**ARTICLE 61 - SEPARATION OF
EMPLOYMENT**
NO CHANGE

ARTICLE 62 - STEEL HAUL
NO CHANGE

ARTICLE 63 - SANITARY CONDITIONS
NO CHANGE

ARTICLE 64 - SUSPENDED LICENSE
NO CHANGE

ARTICLE 65 - PROTECTIVE APPAREL
NO CHANGE

ARTICLE 66 - FUNERAL LEAVE
NO CHANGE

ARTICLE 67 - SPLIT SHIFTS
NO CHANGE

**ARTICLE 68 - LEASED EQUIPMENT –
LOCAL CARTAGE OPERATION**
NO CHANGE

ARTICLE 69 - LOCAL CARTAGE WAGES
NO CHANGE, EXCEPT THE FOLLOWING:

**Section 1. Hourly Rates and Weekly
Earnings Guarantees**

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

Section 3. Casual Employees - Hourly Paid -
****SEE NATIONAL ECONOMIC
SUMMARY****

**ARTICLE 70 - WORKDAY AND
WORKWEEK IN LOCAL CARTAGE
OPERATION(S)**
NO CHANGE

ARTICLE 71 - SICK LEAVE
****SEE NATIONAL ECONOMIC
SUMMARY****

~~Effective April 1, 2003, e~~**Employees** on the active seniority list shall receive five (5) days of sick leave, **January 1 of each year**. ~~Effective April 1, 2004, five (5) days sick leave may be earned by an employee for each of the remaining contract years during the life of this Agreement. Upon submission of a written request to the Employer by an employee, any sick leave earned will be paid with the employee's earnings for the week in which the claim is submitted. Sick leave payments~~

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including unused, shall be calculated on the basis of eight (8) hours straight time pay at the applicable hourly rate in effect on the date the sick leave was earned with the sick leave earned first being paid first.

Employees will be entitled to claim any accumulated sick leave pay in lieu of absence due to illness or injury, at the end of each contract year, except by mutual agreement between the employee and the Employer. Unused sick leave may be accumulated from contract year to contract year but shall be paid in full upon expiration of the contract.

Employees must be listed on the seniority roster (active or inactive) **January 1 of each year** at the commencement of each contract year (April 1) and have remained continuously on such seniority roster at the time sick leave payments are claimed. **In** order to be eligible for daily sick leave payments, the eligible employee must be on the active seniority roster, at the time, **to use a sick day**, of illness or injury. For each twenty four (24) days, tours of regular straight time work performed, an employee shall earn one (1) day of sick leave subject to a maximum of five (5) days per contract year. However, beginning April 1, 2008, and each April 1 thereafter, one (1) of the five (5) days will be granted on April 1 and will not have to be earned provided the employee works one (1) day in the contract year. Earned sick leave may be claimed by an employee for absence from regular work days due to a bona fide illness, injury, or hospitalization. Sick leave will be paid to eligible employees beginning on the first (1st) day of absence due to illness or injury.

The National Negotiating Committee may develop rules and regulations to apply to this sick leave provision.

**ARTICLE 72 - TERMINATION CLAUSE
NO CHANGE**

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day

of _____, ~~2008~~**2019**, to be effective as of April 1, ~~2008~~**2019**, except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEES

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT
INDUSTRY
NEGOTIATING COMMITTEE

WEST VIRGINIA FREIGHT COUNCIL
Ralph Winters, *Chairman*

For the Employers:

Nick Tipple, *Chairman*

~~TRUCKING MANAGEMENT, INC.~~

~~REGIONAL CARRIERS, INC.~~

~~The parties herein agree that in the event any language which might have been inadvertently left out of this Supplement, when combining the 1998-2003 West Virginia Over the Road and Local Cartage Supplements, would automatically be made a part of this Supplement.~~