

VIRGINIA FREIGHT COUNCIL CITY PICKUP & DELIVERY & OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

For the Period: ~~APRIL 1, 2018~~ July 1, 2023 TO ~~JUNE 30, 2023~~ June 30, 2028

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**. Deleted language is ~~struck through~~.

PREAMBLE

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

This Local Cartage and Over-the-Road Supplemental agreement is supplemental to and becomes a part of the Master Freight agreement, herein referred to as the "ABF Master Agreement" for the period commencing April 1, ~~2018~~ July 1, 2023, which ABF Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40.

NO CHANGE, EXCEPT AS NOTED BELOW:

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. **Failure to provide notification within seventy-two (72) hours will result in the immediate removal for the Seniority List, subject to grievance procedure.** 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.

ARTICLE 41.

NO CHANGE

ARTICLE 42.

NO CHANGE

ARTICLE 43.

NO CHANGE

ARTICLE 44.

NO CHANGE

ARTICLE 45.

NO CHANGE, EXCEPT AS NOTED BELOW:

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-**email** 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 drng use as provided in Article 35 of the ABF National Master Freight Agreement and the decision of the ABF National Grievance Committee referenced therein, or subject to call at away-from-home terminal, or recklessness resulting in serious accident while on duty, the carrying of unauthorized passengers or failure to immediately report a serious accident or one which employee would normally be aware of ("Immediate" means the scene of the accident or the nearest telephone) or engaging in physical violence while on Company property or on duty to the employee who initiates such action, or proven willful damage to equipment or Company property, or proven sexual harassment of any person, or the carrying of firearms on Company property or equipment (except a legitimate hunting rifle or shotgun cased and secured out of sight in the employee's personal vehicle in accordance with law.) Discharge or suspension must be by proper written notice to the employee and **email to** 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. The Employer may use video, still photos derived from video, electronic tracking devices and/or audio evidence to discipline an employee without corroboration by observers if the employee engages in conduct such as falsification or logs, records, claims for compensation and other documents, theft of time, or property, vandalism or physical violence for which an employee could be discharged without a warning letter. If the information on the video, still photos, electronic tracking devices and/or audio recording is to be utilized for any purpose in support of a disciplinary or discharge action, the Employer must provide the Local Union, prior to the hearing an opportunity to review the evidence used by the Employer.

ARTICLE 46.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 47.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 48.

NO CHANGE

ARTICLE 49.

NO CHANGE, EXCEPT AS NOTED BELOW:

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. In the event of the death of a grandparent the employee is entitled to one (1) day off with pay to attend the funeral.

ARTICLE 50.

NO CHANGE

ARTICLE 51.

NO CHANGE

VIRGINIA FREIGHT COUNCIL CITY PICKUP & DELIVERY SUPPLEMENTAL AGREEMENT

To cover city pickup and delivery and dock employees employed in the operation of common, contract and private carriers in the State of Virginia. ABF (Company) hereinafter referred to as the Employer and the Virginia Freight Council and Local Union

No. , affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union, agree to be bound by the terms and provisions of this Agreement.

This Local Cartage Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the "Master Agreement" for the period commencing April 1, ~~2018~~**July 1, 2023**, which ABF Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such ABF Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the ABF National Grievance Committee.

ARTICLE 52.

NO CHANGE, EXCEPT AS NOTED BELOW:

Section I. 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. **The position of training other employees is not subject to bid seniority. Being as proper training of employees is the responsibility of the Company, the Company reserves the right to designate its own trainers. The Company recognizes that retired Union Employees can offer job training as well as guidance on working for a Unionized Company. These retired employees shall be given due consideration as Trainers for the Driver Development Program (DDP) and if so chosen, these employees will be paid at the prevailing 100% CDL rate.**

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.

For weekend work, outside normal city bid days:

- (a) **City employees, on a voluntary basis, may be called for road work from EOL locations or at locations with a road domicile.**
- (b) **Work will be offered in seniority order, based on qualifications and available hours of service.**
- (c) **Runs may be turns or laydown runs, based on available hours of service for the employee.**
- (d) **Employees that accept this extra work must use the 34-hour reset and must be able to protect their next city bid.**
- (e) **If the employee runs a laydown, they must be returned to their home domicile after the first bed point.**
- (f) **All runs will be paid per the applicable over-the-road agreement**

(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 seventy-five (75) mile radius and within the State of Virginia will be offered in seniority order to those employees who have had **ten (10)** ~~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 twenty-five (25) mile city radius of the destination terminal while enroute 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 a **Virginia** 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.

ARTICLE 53.

NO CHANGE, EXCEPT AS NOTED BELOW:

Section 1.

(a) Seniority rights shall prevail.

(b) A probationary employee is an employee as provided in Article 3, Section 2(a) of the ABF National 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.

All regular employees shall receive the following hourly and/or mileage rates of pay. **To include that upon the re-hire of a former employee, that employee will start at 100% pay rate. Re-hired former employees will be subject to all new hire provisions.**

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~~ **email** 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/her** 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, and 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 preset starting time for any time that calendar day by call made prior to 7:30 a.m. 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 ~~ten (10)~~ **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.

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 ~~ten (10)~~ **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.

ARTICLE 54.

NO CHANGE, EXCEPT AS NOTED BELOW:

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. **A preferential casual, that misses three (3) consecutive work calls for 3 separate start time/shifts, shall lose their preferential status, but will remain as a casual employee. Preferential status can be regained as previously outlined in this section.**

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, addresses, 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~~ **email** 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.

ARTICLE 55.

NO CHANGES, EXCEPT AS NOTED BELOW:

~~Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility anniversary date that begins on or after April 1, 2018. The new vacation eligibility schedule shall be the vacation eligibility schedule in the applicable 2008 to 2013 supplemental agreements.~~

~~Vacation for vacation anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior eligibility schedule and will be subject to the terms of that bargaining agreement and will not be affected. No employee shall be subject to the loss of more than 1 week of vacation per vacation anniversary year earned from April 1, 2013 to March 31, 2018.~~

ARTICLE 56.

NO CHANGES, EXCEPT AS NOTED BELOW:

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)~~ **(2)** personal holidays. 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 day prior to a dual holiday shall result in the loss of the first holiday day; failure to work the day after the holiday shall result in the loss of the second holiday day. If the holiday falls outside an employee's regularly scheduled workweek, such employee shall receive holiday pay in addition to his weekly earnings but the holiday shall not be considered as time worked for the purpose of weekly overtime.

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

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

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

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 in their birthday work week or the following work week to replace his birthday as a holiday.~~

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

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

ARTICLE 57.

NO CHANGE

ARTICLE 58.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 59.

NO CHANGES, EXCEPT AS NOTED BELOW:

Section 11. Order of Work Call
Employees called to work shall be allowed sufficient time, two (2) hours, without pay to get to the garage or terminal. Employees marking off for sickness or any other reason, must call at least two (2) hours prior to their starting time.

ARTICLE 60.

NO CHANGE

APPENDIX A

NO CHANGE

VIRGINIA FREIGHT COUNCIL OVER-THE-ROAD SUPPLEMENTAL AGREEMENT

PREAMBLE

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

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

This Over-the-Road Supplemental Agreement is supplemental to and becomes a part of the ABF Master Freight Agreement, hereinafter referred to as the "ABF Master Agreement" for the period commencing April 1, 2018 ~~July 1, 2023~~ 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 ABF National Grievance Committee.

ARTICLE 61.

NO CHANGE

ARTICLE 62.

NO CHANGES, EXCEPT AS NOTED BELOW:

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 ABF National Master Freight Agreement.

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

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

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

Before being utilized, the employee must be able to meet the current hiring standards of the company to which his name is submitted. A valid DOT physical

examination card shall be accepted by all Employers on employees who are currently laid off except that where a company's policy requires its own personnel processing, including a DOT physical examination, an employee need not be utilized until he has passed such physical examination. Such physical examination shall be paid for by the company.

Effective April 1, 2013, 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: **To include that upon rehiring of former employee, that employee will start at 100% pay rate. Re-hired former employees will be subject to all new hire provisions, including probationary period.**

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~~**email** 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.

ARTICLE 63.

NO CHANGE

ARTICLE 64.

NO CHANGES, EXCEPT AS NOTED BELOW:

~~Employees will begin earning vacation under the new vacation eligibility schedule effective with their vacation eligibility anniversary date that begins on or after April 1, 2018. The new vacation eligibility schedule shall be the vacation eligibility schedule in the applicable 2008 to 2013 supplemental agreements.~~

~~Vacation for vacation anniversary dates effective April 1, 2013 to March 31, 2018 was or is being earned under the prior eligibility schedule and will be subject to the terms of that bargaining agreement and will not be affected. No employee shall be subject to the loss of more than 1 week of vacation per vacation~~

~~anniversary year earned from April 1, 2013 to March 31, 2018.~~

ARTICLE 65.

NO CHANGES, EXCEPT AS NOTED BELOW:
SEE NATIONAL ECONOMIC SETTLEMENT

The following named holidays shall be paid for at the rate of eight 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)~~**two (2)** additional personal holidays.

ARTICLE 66.

NO CHANGE

ARTICLE 67.

NO CHANGES, EXCEPT AS NOTED BELOW:

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. **Upon implementation, any and all delay time claims shall henceforth be computed by the use of Electronic Time Clock (ETC) and Electronic Logging Device (ELD). The ELD and ETC will replace the mechanical time clock for all such purposes for which the mechanical Time Clock was previously used.** 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.

ARTICLE 68.

NO CHANGE

ARTICLE 69.

SEE NATIONAL ECONOMIC SETTLEMENT

ARTICLE 70.

NO CHANGE

ARTICLE 71.

NO CHANGE

MEMORANDUM OF UNDERSTANDING

NO CHANGE