

# WEST VIRGINIA FREIGHT COUNCIL SUPPLEMENTAL AGREEMENT

For the Period: ~~April 1, 2018~~ July 1, 2023 to June 30, ~~2023~~ 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**

*NO CHANGE*

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 in such contiguous territory as is covered by the jurisdictions of Local Union No. 175, South Charleston, West Virginia.

*NO CHANGE*

**ARTICLE 41.**

ABF Freight Systems, Inc. hereinafter referred to as the "Employer" or "Company" or "ABF" 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.

*NO CHANGE*

**ARTICLE 42.**

*NO CHANGE*

**ARTICLE 43.**

**ARTICLE 44.**

*\*SEE: ABF NMFA ARTICLES 7 & 8\*  
NO CHANGE*

**ARTICLE 45.**

*\*SEE: ABF NMFA ARTICLES 7 & 8\*  
NO CHANGE*

**ARTICLE 46.**

*NO CHANGE*

**ARTICLE 47.**

This Supplemental Agreement is supplemental to and becomes 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 Freight 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 National Grievance Committee.

*NO CHANGE*

**ARTICLE 48.**

*NO CHANGE*

**ARTICLE 49.**

*NO CHANGE*

**ARTICLE 50.**

**ARTICLE 40.**

*NO CHANGE*

ARTICLE 51.

NO CHANGE

ARTICLE 52.

NO CHANGE

ARTICLE 53.

NO CHANGE

ARTICLE 54.

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

ARTICLE 55.

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

ARTICLE 56.

NO CHANGE

ARTICLE 57.

\*SEE: NATIONAL AGREEMENT\*

Section 3. Computing Vacation Pay

A full week's vacation pay shall be computed on the basis of one fifty-second (1/52<sup>nd</sup>) of the employee's earnings for the preceding calendar year, except that the first year the employee's anniversary year earning shall be used in computing vacation pay. Vacation pay shall be computed on the basis of forty-five (45) hours' straight-time pay for each week of vacation for which the employee is eligible. Daily vacation shall be computed on the basis of nine (9) hours per day for employees on an eight (8) hour shift at the time of their first day of vacation or eleven and one-quarter (11.25) hours per day for employees on a ten (10) hour shift at the time of their first day of vacation. The shift that the employee is on when they take their first day of their split vacation shall dictate the vacation computation and the number of days to be used. Straight-time pay shall mean the hourly rate paid to all unit employees during each week the individual employee is actually on vacation.

ARTICLE 58.

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

ARTICLE 59.

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

ARTICLE 60.

\*SEE NATIONAL ECONOMIC SETTLEMENT\*

ARTICLE 61.

NO CHANGE

ARTICLE 62

NO CHANGE

ARTICLE 63.

NO CHANGE

ARTICLE 64.

NO CHANGE

ARTICLE 65.

NO CHANGE

ARTICLE 66.

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. Two (2) days guaranteed pay regardless of day of death or day of funeral and shall include the day after the funeral, provided the employee's trip home from the funeral is in excess of 350 miles and such day after the funeral would otherwise have been a compensable work day for the employee.

In the event of a death of an employee's current mother-in-law or father-in-law, stepfather, stepmother or stepchildren, the employee will be compensated one (1) day's pay (not to exceed eight {8} hours) for the day of the funeral when the employee attends the funeral. All other rules regarding funeral leave shall apply to this provision.

ARTICLE 67.

NO CHANGE

ARTICLE 68.

NO CHANGE

ARTICLE 69.

**E-14**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 70.**

*NO CHANGE*

**ARTICLE 71.**

*\*SEE NATIONAL ECONOMIC SETTLEMENT\**

**ARTICLE 72.**

*NO CHANGE*