

**Virginia Freight Council
Supplemental Agreement
Covering
City Pickup and Delivery and
Over-the-Road
For the Period of
April 1, ~~2003~~ 2008
Through
March 31, ~~2008~~ 2013**

VIRGINIA FREIGHT

COUNCIL

CITY PICKUP AND DELIVERY

And

OVER-THE-ROAD

SUPPLEMENTAL AGREEMENT

For the Period

April 1, ~~2003~~ 2008 to March 31, ~~2008~~ 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, ~~2003~~ 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 – *No Change*

ARTICLE 41. EXAMINATION AND IDENTIFICATION FEES – *No Change*

ARTICLE 42. PAY PERIOD - *No Change*

ARTICLE 43. GRIEVANCE MACHINERY - *No Change*

ARTICLE 44. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

ARTICLE 45. DISCHARGE, SUSPENSION OR OTHER DISCIPLINARY ACTION - *No Change*

ARTICLE 46. HEALTH & WELFARE

Section 1. Local 822 only -

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 2. -

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 3. -

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 4. - *No Change*

Section 5. - *No Change*

Section 6. - *No Change*

Section 7. - *No Change*

Section 8. - *No Change*

Section 9. - *No Change*

ARTICLE 47. PENSION FUNDS

Section 1. Local 822 only -

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 2.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 3.

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

Section 4. - No Change

Section 5. - No Change

Section 6. - No Change

Section 7. - No Change

Section 8.

Effective April 1, ~~2003~~ **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. - No Change

ARTICLE 48. SICK LEAVE

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

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

Sick leave not used by March 31 of ~~any year~~ **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 1, 2008.

Unused sick leave earned under this provision will be paid with the pay period as described in Article 42 of this Agreement covering earnings of April 1- January 1 , of each year of this Agreement.

~~Sick leave will be paid on the third day of absence due to sickness or accident except where employee is hospitalized where the payment will begin on the first day of absence.~~ **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 - *No Change*

ARTICLE 50. PROTECTIVE APPAREL - *No Change*

ARTICLE 51. TERM OF AGREEMENT - *No Change*

**VIRGINIA FREIGHT COUNCIL
CITY PICKUP & DELIVERY
SUPPLEMENTAL AGREEMENT
FOR THE PERIOD:
APRIL 1, ~~2003~~ 2008 - MARCH 31, ~~2008~~ 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, ~~2003~~ 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 ~~enroute to and/or from~~ **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 - *No Change*

Section 3. Supervisory Personnel - *No Change*

Section 4. - *No Change*

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, ~~2003~~ **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:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

~~(a) Effective first (1st) day of employment—75% of the current rate.~~

~~(b) Effective first (1st) day of employment plus one year 80% of the current rate.~~

~~(c) Effective first (1st) day of employment plus eighteen (18) months—90% of the current rate.~~

~~(d) Effective first (1st) day of employment plus two (2) years 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 - *No Change*

Section 3. Loss of Seniority - *No Change*

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 ~~eight (8) hours off~~ **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 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 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 - *No Change*

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 ~~two (2) exceptions~~ **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. - *No Change*

ARTICLE 54. CASUALS - *No Change*

ARTICLE 55. VACATIONS - *No Change*

ARTICLE 56. HOLIDAYS - *No Change*

ARTICLE 57. SANITARY CONDITIONS - *No Change*

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:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

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. - *No Change*

Section 2. - *No Change*

Section 3. - No Change

Section 4. - No Change

Section 5. - No Change

Section 6. - No Change

Section 7. - No Change

Section 8. - No Change

Section 9. - No Change

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 ~~eight (8) hours off~~ prior to the commencement of the shift on his off day.

Holidays shall be considered as days off.

Section 11. Order of Work Call - No Change

Section 12. - No Change

Section 13. - No Change

Section 14. - No Change

Section 15. - No Change

Section 16. - No Change

ARTICLE 60. OWNER-OPERATOR OPERATION - No Change

APPENDIX A - No Change

VIRGINIA FREIGHT COUNCIL

OVER-THE-ROAD

SUPPLEMENTAL AGREEMENT

For the Period:

April 1, ~~2003~~ 2008- March 31, ~~2008~~ 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, ~~2003~~ 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 - *No Change*

ARTICLE 62. SENIORITY

Section 1. - *No Change*

Section 2. Seniority List - *No Change*

Section 3. Loss of Seniority - *No Change*

Section 4. Layoff and Recall - *No Change*

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 ~~twelve (12) hours~~ **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. - No Change

Section 7. - No Change

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 Change*

ARTICLE 64. VACATIONS

Section 1. - *No Change*

Section 2. - *No Change*

Section 3. - *No Change*

Section 4. - *No Change*

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. - *No Change*

Section 7. - *No Change*

ARTICLE 65. HOLIDAYS - *No Change*

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 - *No Change*

ARTICLE 68. PICKUP AND DELIVERY LIMITATIONS - *No Change*

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:

REFER TO NATIONAL ECONOMIC SUMMARY IN THE MASTER AGREEMENT.

(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. - *No Change*

Section 3. - *No Change*

ARTICLE 70. SUBSEQUENT RUNS - *No Change*

ARTICLE 71. TWO-MAN OPERATIONS, STEEL HAUL OPERATIONS AND OWNER-OPERATOR OPERATIONS – *No Change*

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

ABSENTEEISM - *No Change*

IN WITNESS WHEREOF the parties hereto have set their hands and seals this day, _____ ~~2003~~, **2008** to be effective as of April 1, ~~2003~~, **2008** except to those areas where it has been otherwise agreed between the parties: