

Northern New England General Freight Supplemental Agreement

**Covering
Maine, New Hampshire, and Vermont**



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

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**Northern New England
General Freight Supplement
to the
National Master Freight Agreement**

**Applying to
MAINE, NEW HAMPSHIRE, AND VERMONT**

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

PREAMBLE

The _____ (Company or Association) hereinafter referred to as the “Employer”, and Local Union No. _____, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the “Union”, agree to be bound by the terms and conditions of this Agreement.

This Supplemental Agreement is supplemental to and becomes a part of the Master Freight Agreement, hereinafter referred to as the “Master Agreement” for the period commencing April 1, 2008, which Master Agreement shall prevail over the provisions of this Supplement in any case of conflict between the two, except as such Master Agreement may specifically permit. Questions arising out of alleged conflicts shall be submitted directly to the National Grievance Committee.

ARTICLE 40. SCOPE OF AGREEMENT

Section 1. Operations Covered

The execution of this Supplemental Agreement on the part of the Employer shall cover all over-the-road and local operations of the Employer within, into and out of the area and territory described above.

All operations and work covered herein shall be performed exclusively by employees covered by this Agreement.

Section 2. Employees Covered

(A) 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 horsedrawn vehicle, or any other vehicle operated on the highways, street or private road 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, switching, checking, drag lines, stacking, loading, unloading, handling, shipping, receiving and assembling.

In the event that any Employer signatory to this Agreement puts into effect a freight operation requiring the use of a helicopter pilot, co-pilot and/or ground crews, it is hereby agreed to and recognized that such employees shall be included as employees within the scope of this bargaining unit.

(B) Over-the-road employees shall be any driver, chauffeur, or driver-helper operating a truck or tractor, or any other vehicle, for line haul transportation purposes, between the terminal areas specified in the schedule of trips established in Maine, New Hampshire and Vermont, or any other trip that is added, and overhead drivers—as defined herein.

Section 3. Rigging Work

Rigging work covered by this Agreement shall be any work in which the trucks, tools, and equipment of the Employer such as

chain falls, cable or rope falls, rolls, jacks, blocking dollies, steel and wood skids, and any other equipment, including mobile cranes, winches, fork lift trucks and all other power units, are used by the Employer in the rigging craft, and further including the loading and unloading of materials at railroads and all other shipping and receiving facilities. This definition shall not apply to the use of these tools in the movement of general freight.

Section 4. Supervisory Personnel

Supervisory personnel of the Employer shall be restricted from performing the work which is recognized as the work of the employees covered by this Agreement except as otherwise provided in Article 9 of the National Master Agreement.

Section 5. Notice of Opening and Closing Terminals

If the Employer contemplates opening or closing any terminal within the jurisdiction of the three (3) Local Unions listed on the title page hereof, he shall notify the Local Union at least thirty (30) days prior to making such change.

Section 6.

Employees of any carrier, other than members of the Local Union, when interchanging freight shall not perform any duties beyond the actual interchange, unless assisted by a member of the Local Union. Employer agrees to supply man for man from his dock, truck or trailer, while interchange with other than members of the Local Union is actually being performed.

Section 7.

In all cases, hired or leased equipment shall be operated by an employee of the Employer. The Employer expressly reserves the right to control the manner, means and details of, and by which the owner-operator performs his service, as well as the ends to be accomplished.

Section 8. Subcontracting

(a) The signatory parties to this Agreement recognize that subcontracting is a very important contractual issue. Violations through

intentional subterfuge for the purpose of defeating the Labor Agreement will not be permitted. It is further recognized that Employers may subcontract overflow freight in accordance with the terms and conditions listed below. Overflow freight is defined as Freight that cannot be delivered due to overcapacity, to a subcontractor for delivery, generally on the day the subcontracting occurs. It is understood as stated below, that all regular employees have been offered a work opportunity on the day the subcontract occurs. It is understood that several factors, including absenteeism, contribute to a carrier's need to subcontract freight.

(b) Recognizing the significance of this issue, the parties agree to establish a Northern New England General Freight Supplement Subcontracting Committee. This Committee shall be empowered to resolve disputes, which allege a violation of this section. Northern New England General Freight Supplement Subcontracting Committee shall be comprised of the Union and Employer Supplemental Chairmen, or their designees, of the Northern New England General Freight Supplement Negotiating Committee, two (2) Union panel members and two (2) Employer panel members. This Committee will meet on an expedited, as needed basis, to resolve alleged disputes of this article. This Committee shall have full authority to issue decisions, remedies and formulate guidelines for insuring compliance. This Committee will recognize that subterfuge by any party is a serious offense. Examples of subterfuge may include:

- 1) Tendering an amount of freight to a subcontractor on a given day that exceeds the capacity of that subcontractor.
- 2) Tendering freight to a subcontractor that knowingly will not be attempted for delivery on the day subcontracted.
- 3) Failure to add employees to the seniority list.

The Supplemental Subcontracting Committee will additionally have authority to consider and weigh the ramifications of absenteeism and its effects on a subcontracting dispute.

The Supplemental Subcontracting Committee shall be committed to

rendering fair and expedited decisions in the spirit of preserving work and job opportunities for employees covered by this Agreement. In the event this Committee fails to resolve a dispute, the matter shall be forwarded to the Eastern Region Joint Area Committee for resolution.

(c) For the purpose of:

(1) Preserving work and job opportunities for the employees covered by this Agreement.

(2) Protecting the standards of employment covered by this Agreement; and

(3) Recapturing lost job opportunities; all to the maximum extent legally possible:

(d) There shall be no subcontracting, transfer, lease, assignment or conveyance in whole or in part, directly or indirectly, of any of the work or services of the kind, nature or type covered by this Agreement, and presently performed or hereafter assigned to the collective bargaining unit; nor shall the Employer be part of, or permit, any other arrangement whereby such work or services may be performed by other than employees of the Employer in the collective bargaining unit covered by this Agreement;

(e) Provided, however, that the Employer may subcontract to an employer whose employees receive economic terms and condition of employment as favorable to employees as those provided by this Agreement, solely in the event that all of the employees on the seniority list of the Employer are fully employed and there has been no significant reduction in the number of employees on said seniority list in the 3-month period prior to the proposed subcontract. In all cases the Employer agrees to utilize its sister companies covered by this agreement to subcontract work before utilizing a current outside vendor or new vendor not covered by the terms of the agreement. Prior to any subcontracting pursuant to this subsection, the Employer must give the Local Union ten (10) days advance notice in writing of the intent to subcontract and the full and specific details of the subcontract, including: the work involved; the dura-

tion of the subcontract; the identity of the subcontractor; the economic terms and conditions of employment of the subcontractor's employees. If the Local Union notifies the Employer that it considers the proposed subcontract to be in violation of this Article, the matter may be submitted to the grievance machinery provided in this Agreement for an expedited hearing, and the subcontract shall not be implemented unless and until it is determined not to be in violation of the agreement. There may be times when the seniority list is not completely employed. In this event, the Employer may subcontract freight of a minimum nature to an outlying area that is not being regularly served. The principle of each carrier's past practice shall be considered in applying this Article. The principle of "Past Practice" is intended to mean the specific subcontractor utilized. A subcontractor that has and is being utilized is covered by the term past practice. Any new subcontractor must be in compliance with the terms of this Article. The term "Past Practice" is not intended to define the scope of the operation.

ARTICLE 41. STEWARDS—APPOINTMENTS AND DUTIES

The Employer recognizes the right of the Union to designate job stewards and alternates for each terminal from the Employer's seniority list, but no more than one in each classification. The authority of job stewards and alternates so designated by the Union shall be limited to, and shall not exceed the following duties and activities.

- (1) The investigation and presentation of grievances to his Employer, or the designated company representative in accordance with the provisions of the collective bargaining agreement;
- (2) The collection of dues when authorized by appropriate Local Union official;
- (3) The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - (a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs or refusal to handle goods.

Job stewards and alternates have no authority to take strike action, cause a slowdown or any other action interrupting the Employer's business, except as authorized by official action of the Union and Eastern Region of Teamsters. The Employer recognizes these limitations upon the authority of job stewards and their alternates and shall not hold the Union and Eastern Region of Teamsters liable for any unauthorized acts. The Employer, in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, or work stoppage in violation of this Agreement. The Union reserves the right to remove the Shop Steward at any time, for the good of the Union.

The Job Steward or his designated alternate shall be permitted reasonable time to investigate, present and process grievances on the company property without loss of time or pay during his regular working hours without interruption of the Employer's operation by calling group meetings; and where mutually agreed to by the Local Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Job Steward's or his designated alternate's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the "Job Steward."

Stewards shall be granted super-seniority, for layoff and recall. Stewards should get copies of all warning letters sent to employees.

ARTICLE 42. ABSENCE

Section 1. Time Off for Union Activities

The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the

Employer by the Union, specifying length of time off. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operation due to lack of available employees.

Section 2. Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the Local Union and Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Local Union and Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights 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 under 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.

ARTICLE 43. SENIORITY

Section 1.

(A) Seniority for employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement, at the terminal (or terminals) within the jurisdiction of the Local Union. It shall be deemed to include any seniority presently held by an employee through agreement between the Employer and the Local Union prior to this Agreement.

(B) A probationary employee is a new employee hired to work at a new terminal under the provisions of this Agreement for a thirty (30) days worked probationary period, within which time such employee may be dismissed without protest by the Union. Such dismissal must be in writing by the Employer with a copy sent to the Local Union. A probationary employee who has been dismissed (disqualified) may not be employed, under this Agreement, by the same Employer for a period of six (6) months. Failure on the part of the Employer to comply with this restriction and such employee works one (1) day within the six (6) month period, that employee shall gain seniority as of their last day worked.

The Employer may not discharge or discipline for purpose of evading this Agreement or discriminating against Union members. After the thirty (30) days worked probationary period, probationary employees shall be placed on the seniority list as regular employees provided they have worked thirty (30) days within a ninety (90) calendar day period. The seniority date for such employee shall be the thirtieth (30th) day worked within the ninety (90) calendar day period. Probationary employees shall be called for work ahead of replacement employees, if qualified and available. Abuse of the above provisions shall subject the Employer to the grievance procedure.

(C) Preference shall be given to employees older in service and in the order of seniority to the work available, provided that such employees are available at such time as the work is assigned and are qualified to perform the work required, except as provided for in Article 52, Section 2.

(D) Employees in the order of their seniority shall have preference:

(1) In selection of starting times from the schedule.

(2) In filling of job vacancies and in filling of new jobs when such new jobs will result in additions to the existing seniority list. In the event a vacancy or new job (as defined herein) develops, any employee desiring to change his job shall be given an opportunity to change such classification provided he is qualified for the job to be filled. This is not intended to give any employee the right to "bump" from one classification to another.

(3) To work opportunity in event of layoff for lack of work.

(4) In recall to work after layoff.

(5) In selection of vacations from the vacation schedule.

(6) Seniority does not give an employee the right to choose any specific unit, load and/or run.

(7) Regular employees shall be given the opportunity to change their classification (within their terminal) in accordance with their seniority and qualifications if regular work is available, on a semi-annual basis unless a lesser period of time becomes necessary but, not more than quarterly unless mutually agreed to by the Local Union. The semi-annual bid herein described shall be completed no later than March 1st and no later than September 1st unless mutually agreed to by the individual Company and the Union. Any annual vacancy or new job bid shall be posted for bidding by the Employer by noon on Wednesday and taken down at noon on Friday, to be effective the following Sunday or Monday.

This bidding procedure may be modified if mutually agreed to by the Employer and the Local Union.

If a sufficient number of qualified regular employees fail to accept the number of bids available by seniority, the Employer shall assign these bids to regular qualified employees in the order of their seniority. The semi-annual bid is predicated upon the supposition that no mass or concerted movement from one classification to another will be allowed, the result of which will be to effect a layoff of regular employees.

Regular employees, once having successfully bid or having been assigned a bid, shall hold said bid for the period referred to above, unless:

(a) Due to layoff, as defined in Article 43, Section 1 (G).

(b) Due to a vacancy or a new job opening, as defined in Article 43, Section 1 (D) (2).

It is mutually agreed and understood that when laid off employees are recalled to regular work after the semi-annual bid, said regular work shall be posted as an opening for bid for all regular employees not on layoff status provided the end result will not increase the seniority list when qualified employees are on layoff. Any employee who has successfully bid and is subsequently laid off and who, in exercising the provision of Article 43, Section 1 (G), changes his classification must return to his bid classification when regular work becomes available within that classification for the remainder of the bid period unless due to further layoff.

(E) A definite reporting time, covering all Local regular employees, shall be established by the Employer. When junior employees are to receive the day off, they shall be notified the night before.

(F) A local or peddle driver who has completed ten (10) or more hours on duty, whether it be by driving or a combination of driving, pickup, or delivery or dock work, shall not be required to perform additional duties upon returning to his terminal, provided the involved employee notifies his supervisor at the start of his work-day, emergencies excluded.

(G) An employee shall be notified of a layoff at the end of his tour of duty, except for an Act of God, fire or utility failure. In the event of layoff, the most junior employee shall be the first laid off and recalling shall be in order of seniority. Road drivers laid off during the week may bump into the Local Board only at the beginning of the next payroll period. Local employees laid off during the week may bump into the Road Board only at the beginning of the next payroll period. However, laid-off employees shall be entitled to extra work if available and qualified.

Any employee receiving less than thirty-two (32) hours of pay in any payroll week shall be considered laid off and may change his classification at the beginning of the next payroll period provided he notifies his Employer on the last day of the current payroll period and provided he is qualified.

(H) In the event of a recall of an employee laid off, the laid-off employee shall be given notice, at least the night before (except for

absenteeism or sickness on that day), of recall by telephone or telegram or personal contact, to the address last given the Employer by the employee. Where work develops during the next day, the Employer shall, in the order of seniority of the laid-off men, make such work available by telephone or telegram or personally contacting the employee at his home or such place as he shall have designated with the dispatcher as the place of contact. An employee recalled by the above procedure must notify the Employer as soon as possible in advance of the specified time for his report of his intention to report. In the event the employee fails to comply with the above provision he shall have no claim for work opportunity lost until he reports, but the Employer shall be responsible for the work opportunity lost if he shall fail to comply with these provisions.

Section 2. Layoff-Transfer and Recall

(A) Any regular employee, having exhausted all available work at his present domicile, and failing to receive a minimum of thirty two (32) pay hours per week for three (3) consecutive weeks shall then be permitted, in accordance with procedure outlined herein to exercise his seniority at another Company terminal under the jurisdiction of the Local Union.

(B) The employee exercising such prerogative shall then, at his new location, remain on the terminal roster of the Employer for a period of no less than six (6) months, unless due to further layoff. After the six (6) month period, the said employee shall have the option of returning to his original terminal (regardless of whether full time work is available) or remaining at his new location. Any employee electing to remain at his new terminal will have no claim for any work opportunity at any other terminal unless due to layoff, as defined in Paragraph (a) of this Section. However, it is mutually agreed that during the six (6) month period should full time work become available at the employee's original terminal, within his qualifications, the employee may elect to return to his original terminal providing that he shall not displace a regular employee at the original terminal. The returning employee will be placed at the bottom of the seniority roster at his original terminal and shall remain in that position until the end of the six (6) month period, unless due to further layoff. At the end of the six (6) month period he shall return to his original seniority slot.

(C) Laid off employees, as defined in (a) above, desiring to assert seniority at another company terminal, under the jurisdiction of the Local Union, shall make application for such transfer, in writing, to both the Union and the Employer. Then, such transfer, if found to be proper and mutually approved, shall be consummated at the beginning of the workweek next following date of approval.

(D) When a layoff occurs and those junior employees affected do not have seniority permitting them to transfer to another company terminal, as provided herein, and/or such employees do not desire to assert such seniority, then such employees shall be retained on the company's seniority list for a period not in excess of five (5) years from last date of employment. Companies with only one terminal within the jurisdiction of the Local Union shall retain the laid off employee on the seniority list for a period not in excess of five (5) years.

(E) Notwithstanding anything herein contained, when applicable, the provisions of Article 8, Section 6, of the National Master Freight Agreement shall apply.

(F) The Employer shall give laid-off employees, as defined in Article 43, Section 1 (G), a maximum of seven (7) days' notice when recalling such employees to regular work. Notice to be issued by telephone, telegram or messenger to the last telephone number or address given to the Employer by the employee. When notice of recall is given by telephone, such notice must be verified by the Employer to the employee in writing. Should the employee not be available for any reason to fulfill the first work assignment or any work assignment up to seven (7) days following notice being given, there shall be no penalty against the Employer. The employee must, unless confined due to proven illness or injury, make himself available for regular work assignment no later than the seventh day after notice having been given, or he shall forfeit such seniority status as he has accrued with his Employer. However, should there be no regular work assignment when the employee does report, within the seven (7) days as set forth herein, then the employee shall retain his seniority status and be entitled to another notice of recall. In order to avoid any abuse of the recall provision, and further, to clarify the basis for long term layoff, it is understood that; a long term layoff

is defined as one (1) month or more, and further; when an employee is issued a formal recall to work from a long term layoff it is understood that at the time of recall a bona fide work opportunity exists. Preferred casuals shall be subject to the same recall procedures as regular employees, failure to comply will result in removal from the preferential seniority list.

Section 3. Loss of Seniority

(A) Seniority shall be broken only by:

- (1) Discharge.
- (2) Voluntary quit.
- (3) Failure to respond to a notice of recall as specified herein.
- (4) Unauthorized leave of absence.
- (5) Unauthorized failure to report for work for three (3) consecutive days when working and on seniority list.
- (6) Layoff for five (5) years.
- (7) Voluntary retirement.

(B) Any employee who is absent because of proven illness or injury shall maintain his seniority.

Section 4. Opening of New Branches, Terminals, Divisions or Operations

In the opening of new branches, terminals, divisions or operations, the provisions of the National Master Freight Agreement shall apply except that within the jurisdiction of the Local Union an employee shall exercise his seniority on a Company basis in the affected branches, terminals, divisions or operations. It is further understood that those employees affected shall transfer to the branches, terminals, divisions, or operations under the jurisdiction of the Local Union creating one master seniority list and those employees lowest on the seniority list shall be laid off first.

Section 5. Casual/Replacement Employees

(A) The Company and Union have agreed that there is a need for a replacement employee in the industry. However, this replacement employee can only be used to replace a regular seniority employee who is out of work.

(B) The Northern New England TMI/Teamsters National Freight Industry Negotiating Committee has agreed that the provisions of Article 3 of the National Master Freight Agreement shall be applied under the Northern New England General Freight Supplement in accordance with the following:

(1) Northern New England General Freight Supplement - Definitions:

Agreed to the following definitions applicable under the Northern New England General Freight Supplement:

(a) Spare Employee

A spare employee is an employee only seeking extra work and not seeking to gain seniority with the company, i.e., Fireman, Student, Teacher, etc. (A waiver shall be utilized for Spare Employees).

(b) Casual Employee

A casual employee is one who is seeking full time employment with the Company but has not worked sixty (60) days within twelve (12) consecutive months.

(c) Preferred Casual Employee

(1) A preferred casual employee is one who is seeking full time employment with the Company and has worked in excess of sixty (60) days within twelve (12) consecutive months.

(2) A preferred casual employee shall have first opportunity for regular seniority and shall not be subject to an additional probationary

period. A preferred casual will gain seniority when he/she works thirteen (13) days, in a supplement, in a calendar month.

During the sixty (60) day worked time period, the Employer shall complete a background check and all other functions required by the Employer's hiring policies. Upon the completion of the sixty (60) day worked period, the employee shall be added to the preferential casual employee roster. His employment date shall be the completion of the sixty (60) day worked period. Available work shall be offered to preferential casual employees in accordance with their position on the preferential casual employee roster. Those preferential casual employees on the roster shall be offered work opportunity beginning with the oldest employee to the most junior employee in that order. They shall be offered work opportunity prior to the use of casual employees and/or spare employees. Should the preferential casual be working elsewhere when the work opportunity presents itself, he shall have no claim.

(3) The Employer shall have all replacement employees complete a casual employee/spare employee application waiver, and shall forward a copy of the completed waiver to the Local Union and the employee by certified mail. The replacement employees who choose to complete the "spare employee" section of the waiver who then decides to change their status to "casual employee" with the Employer shall do so in writing with notification to the Employer and the Local Union. Such change in status shall not become effective until the beginning of the workweek following notification.

The waiver form to be utilized shall be the approved for as prescribed by the Northern New England/TMI Freight Negotiating Committee.

All of the provisions of Article 3 of the National Master Freight Agreement shall apply to the Northern New England General Freight Supplement except as otherwise provided above.

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

- (1) The employee's name, address and social security number;
- (2) The dates worked;
- (3) The classification of work performed each day and the hours worked;
- (4) The name, if applicable of the employee replaced.

The list shall be available for daily inspection by a union representative and/or shop steward.

(D) Any dispute regarding the Employer's abuse of these provisions shall be submitted to and determined by the N.N.E.J.A.C.

Section 6. Mergers, Acquisitions, Purchases, Etc.

(A) Merger – When two or more companies merge their operations then the employees of the respective companies shall all be placed on one seniority roster in the order of the earliest date of hire of each of the employees with their respective Employer.

(B) Acquisition or Purchase – When one company acquires or purchases control of the business of another company the seniority list shall be frozen on the date of signing of the Agreement to purchase, including control by an ICC order. The employees of the company so acquired or purchased shall be placed at the bottom of the acquiring or purchasing company's seniority roster in the order of their payroll or company seniority with the former company.

(C) Regulatory Agencies – The decision of the Interstate Commerce Commission or State Regulatory Body shall be considered as presumptive proof as to the nature of the transaction relative to mergers, purchases, acquisitions, and/or other combinations of two or more contract or common carriers.

(D) Dispute Procedure – If a dispute arises concerning the interpretation or application of the foregoing provisions dealing with seniority, then the subject matter of such dispute may be taken up by the aggrieved party with the Joint Area Committee provided for herein.

Section 7. House Concerns

Where the Employer acquires, or has acquired, the work or trucks of any so-called "House Concern," the employees of said Concern shall be confined exclusively to the work they performed while in the employ of said Concern. Those employees shall hold seniority on the work of said Concern as if they were actually employed by said Concern, in addition to maintaining a seniority standing on the Employer's seniority list from the date such employees started to work on the Employer's payroll. If however, there is now work for said employees on the "House Concern's" work, the said employees shall work in their proper seniority as of the date of hire by the Employer, and on the Employer's work, and shall be governed by the terms of this Agreement.

Section 8.

Should the Employer violate the principle set forth in this Article he shall compensate for the earnings opportunity lost, and at the rates provided herein, those employees affected.

ARTICLE 44. OTHER BUSINESS & NEW EQUIPMENT

Section 1. Other Business

During the term of this Agreement or any renewal thereof, the Employer shall not directly or indirectly operate, maintain or conduct any establishment or place of business, or cause any establishment or place of business to be operated or maintained or conducted where the effect thereof is to render the terms of this Agreement inapplicable for the purpose of evading the terms of this Agreement.

Section 2. New Equipment and/or Operations

Refer to National language.

Section 3. Extra Equipment

Employers shall use their own available equipment together with all leased equipment under minimum thirty (30) days bona fide lease arrangement before hiring any extra equipment.

Section 4. Extra Contract Agreements

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

ARTICLE 45. GRIEVANCE MACHINERY

Section 1. Northern New England Joint Area Committee

The Employers and the Unions shall together create a permanent Northern New England Joint Area Committee, hereinafter referred to as the Joint Area Committee, composed of the following Local Unions: 340, 597 and 633. The Joint Area Committee shall consist of an equal number appointed by Employers and Unions but no less than two (2) from each group. Each member may appoint an alternate in his place. The Joint Area Committee shall at its first meeting formulate rules of procedure to govern the conduct of its proceedings. The Joint Area Committee shall have jurisdiction over disputes and grievances involving Local Unions or complaints by Local Unions participating in such Committee. This Joint Area Committee shall meet at established times and at a mutually convenient location.

Section 2. Eastern Region Joint Area Committee

The Employers and the Unions shall together create a permanent Eastern Region Joint Area Committee which shall consist of delegates from the Eastern Region Area. This Eastern Region Joint Area Committee shall meet at established times and at a mutually convenient location.

Section 3. Contiguous Territory

If a dispute or grievance arising out of operations under this Agreement involves a Local Union situated in contiguous territory, such dispute or grievance shall be referred to the Joint Area Committee for handling by the Co-Secretaries of the Northern New England Joint Area Committee, and after such reference shall be handled under the usual procedure of that Joint Area Committee.

Section 4. Function of Committees

It shall be the function of the various committees, above-referred to, to settle disputes which cannot be settled between the Employer and Local Union in accordance with the procedures established herein. All committees established under this Article may act through subcommittees duly appointed by such committees.

Section 5. Change of Terminals, etc.

Present terminals, breaking points, or domiciles shall not be transferred or changed without the Employer first having asked for and received approval from the subcommittee on change of operations, the members of which shall be appointed by the Joint Area Committee at each Quarterly Meeting. This shall not apply within a twenty-five (25) mile radius, or within the jurisdiction of a Local Union. (Change of domicile for the purpose of having opposing labor and runs is not prohibited by this Section.) The affected employees will be afforded the opportunity to follow their work or will be laid off as provided for in Article 43.

Section 6. Attendance

Meetings of all Committees above-referred-to must be attended by each member of such Committee or his alternate.

Section 7. Examination of Records

The Local Union or the Joint Area Committee and Eastern Region Joint Area Committee shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute.

ARTICLE 46. GRIEVANCE MACHINERY AND UNION LIABILITY

Section 1.

The Union and the Employers agree that there shall be no strike, lockout, tie-up, or legal proceedings without first using all possible means of a settlement, as provided for in this Agreement, of any controversy which might arise. Disputes shall first be taken up

between the Employer and the Local Union involved. Failing adjustment by these parties, the following procedure shall then apply:

(1) Where the Northern New England Joint Area Committee, by a majority vote, settles a dispute, no appeal may be taken to the Eastern Region Joint Area Committee. Such a decision will be final and binding on both parties.

(2) Where the Northern New England Joint Area Committee is unable to agree or come to a decision on a case, it shall be submitted or appealed to the Eastern Region Joint Area Committee at the next regular constituted session, at the request of the Employer or Union involved, except as otherwise provided in (4) below. Where the Eastern Region Joint Area Committee, by a majority vote, settles a dispute, such decision shall be final and binding on both parties with no further appeal. Minutes of the Northern New England Joint Area Committee shall set forth the position and facts relied on by each party, but each party may supplement such minutes at the hearing before the Eastern Region Joint Area Committee.

Where the Eastern Region Joint Area Committee is unable to agree or come to a decision on a case, it shall be submitted or appealed to the National Grievance Committee or to an umpire for decision.

(3) It is agreed that all matters pertaining to the interpretation of any provisions of this Agreement may be referred by the Area Secretary for the Union and/or the Area Secretary for the Employers at the request of either the Employers or the Union, parties to the issue, with notice to the other Secretary, to the Northern New England Joint Area Committee at any time for final decision. At the request of the Company or Union Representative, the Northern New England Joint Area Committee shall be convened on seventy-two (72) hours' notice to handle matters so referred.

(4) Deadlocked cases other than discharge cases may be submitted to umpire handling if a majority of the Northern New England Joint Area Committee determines to submit such matter to an umpire for decision. Before any strike or stoppage of work takes place over a grievance or interpretation arising out of this contract that cannot be

settled in accordance with the grievance machinery as set out in this Agreement, there must be approval by the Director of the Eastern Region of Teamsters or his designee with notice of such approval to be given to the Employer in writing. The granting of such approval by the Director of the Eastern Region of Teamsters or his designee shall not impose any liability on said Region. If a discharge case is deadlocked at the Northern New England Joint Area Level, it shall be submitted to an impartial umpire for handling. The Joint Area Committee shall attempt to agree on such umpire.

If the Joint Area Committee cannot agree within ten (10) days after the deadlock, such umpire shall be selected from a panel of three (3) submitted by the presiding judge of the Federal District Court. Selection of the umpire shall be made by the alternate striking of names within seventy-two (72) hours after the names are submitted to the parties. Hearings shall be held within ten (10) days thereafter. The decision of the umpire shall be final and binding. The fees and costs of the umpire shall be divided equally between the Employer and the Union involved.

(5) Failure of the Joint Area Committee to meet without fault of the complaining side, refusal of either party to submit to or appear at the grievance procedure at any stage, or failure to comply with any final decision withdraws the benefits of this Article.

(6) In the event of strikes, work stoppages, or other activities which are permitted in case of deadlock, default, or failure to comply with majority decisions, no interpretations of this Agreement by any tribunal shall be binding upon the Union or affect the legality or lawfulness of the strike unless the Union stipulates to be bound by such interpretation, it being the intention of the parties to resolve all questions of interpretation by mutual agreement. Nothing herein shall prevent legal proceedings by the Employer where the strike is in violation of this Agreement.

(7) The procedures set forth herein may be invoked only by the authorized Union Representative or the Employer.

(8) Complaints must be in writing to the Secretary of the Area Board and in such form as prescribed by the Board. Except as oth-

erwise provided in this Agreement, and except for the payment of improper hourly or mileage rate, the Union on behalf of its members must file any claim for alleged violation of this Agreement not later than twenty (20) days after alleged violation was made known to the employee. The Employer must file any claim for alleged violation of this Agreement not later than twenty (20) days after alleged violation is made known to the Employer.

Section 2.

It is further mutually agreed that the Local Union will, within two weeks of the date of the signing of this Agreement, serve upon the Company a written notice, which notice will list the Union's authorized representative(s) who will deal with the Company, make commitments for the Union generally, and in particular have the sole authority to act for the Union in calling or instituting strikes or any stoppages of work, and the Union shall not be liable for any activities unless so authorized. It is further agreed that in all cases of an unauthorized strike, slowdown, walk-out, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Company during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any other provisions of this Agreement.

After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, the Company shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slow-down, walk-out, or any other cessation of work, and such Union members shall not be entitled to or have any recourse to any other provision of this Agreement. It is further agreed and understood that the Union shall not be liable for any strike, breach or default in violation of this Agreement unless the act is expressly authorized by its Executive Board. A properly designated officer of the Unions shall, within twenty-four (24)

hours after request is made to the Executive Secretary of the Union, declare and advise the party making such request, by telegram, whether the Union has authorized any strike or stoppage of work. The Union shall make immediate effort to terminate any strike or stoppage of work which is not authorized by it without assuming liability therefore.

It is understood and agreed that failure of the Union to authorize a strike by a Local Union shall not relieve such Local Union of liability for a strike authorized by it and which is in violation of this Agreement.

Section 3.

Notwithstanding anything herein contained, it is agreed that in the event any Employer is delinquent at the end of a period in the payment of his contribution to the Health and Welfare or Pension Fund(s), created under this Agreement in accordance with the rules and regulations of the Trustees of such Funds, after the proper official of the Local Union has given seventy-two (72) hours' notice to the Employer of such delinquency in Health and Welfare or Pension payments, the employees or their representatives shall have the right to take such action as may be necessary until such delinquent payments are made, and it is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom.

Section 4. National Grievance Committee

Grievances and questions of interpretation which are subject to handling under the provisions of Article 8 of the National Agreement shall be promptly referred to the National Grievance Committee in accordance with such Article 8.

Section 5.

(A) Scope of Procedure

Prior to the taking of any other than emergency action as contained in Sections (B) and (C) below, including resort to any court or administrative agency or tribunal, by either the Employer or the Local Union, all grievances or disputes shall be taken up and con-

sidered by the Employer and the Union Business Agent who shall make every attempt to settle same.

(B) No Disciplinary Action

The Employer shall take no disciplinary action other than emergency action against an employee, or group of employees, until after Section 5 (A) above has been complied with in good faith. Upon the Employer and the Business Agent having exhausted all amicable discussions in attempting to settle the grievance or dispute, in whole or in part, then either party may take the unresolved question to arbitration as herein provided.

The Employer agrees that any discipline more than eighteen (18) months prior to the current act will not be brought up or used in any way against the employee. This eighteen (18) month period does not apply to warning letters issued for proven carelessness resulting in a lost time injury. Vehicular accidents are to be handled under the eighteen (18) month limitation.

(C) Reporting for work under the influence of alcohol, or narcotics, or the illegal possession or use of same while on duty, including meal period, dishonesty in any dealings with or for the Company, recklessness in operation of vehicle and/or serious accident, failure to report a known accident, or carrying of unauthorized passengers, or assault on a fellow employee, customer, or supervisor shall be just cause for discharge. Proof of same shall be made available to the Business Agent.

The decision of the National Grievance Committee relating to illegal drug induced intoxication as outlined in Article 35, is hereby incorporated by reference in this Supplemental Agreement. Refusal of the employee to participate in the testing procedure therein shall constitute a presumption of drug intoxication and shall constitute the basis of discharge without the receipt of a prior warning letter.

(D) Must Submit

Failure of Employer to comply non-arbitrable. Telegraphic request. All disputes, complaints, or grievances, and any and all claims,

demands, or actions growing therefrom, or involved therein, which are covered by the terms of this contract, or which pertain to labor relations between the contracting parties, regardless of whether or not they are covered by the terms of this contract, and which the Employer has tried and been unable to settle with the Business Agent as per Section 5 (A) of this Article, shall be submitted to the Joint Area Committee by the complaining party. Failure on the part of an Employer to comply with Section 5 of this Article shall be a violation of this Agreement and shall not be arbitrable by the Joint Area Committee, nor shall the provisions of Section 1 of this Article apply provided, however, that a written telegraphic request by the Union to the home office of the Employer involved is made.

NORTHERN NEW ENGLAND JOINT AREA COMMITTEE MEETING PLACES

Meetings may be held at a mutually acceptable location in Northern New England.

ARTICLE 47. PAYROLL PERIOD

(A) The payroll period shall be run from Sunday to Saturday inclusive with pay day not later than Friday noon of the next week. Each employee shall be provided with a statement of gross earnings and an itemized statement of deductions made for any purpose each week. When the regular pay day occurs on a holiday or day celebrated as such, the Employer may pay the employee on the regular workday immediately preceding the holiday, but in no event later than Friday.

(B) The Employer agrees to pay casual employees at the completion of their work whenever it is possible to do so or to mail a check to the employee at the address designated by the employee within forty-eight (48) hours.

(C) Road men shall receive an itemized statement of earnings amounts paid for drops, miles, waiting time, etc.

(D) An employee's pay shortage shall be adjusted no later than the regular pay day after the pay shortage is verified unless such pay shortage is fifty dollars (\$50.00) or more, then such pay shortage

shall be corrected by the end of the close of business on the Friday following the notification of the pay shortage.

ARTICLE 48. SUNDAYS & HOLIDAYS

(A) The following shall be recognized as paid holidays and all employees shall be paid eight (8) hours' straight time pay therefore:

New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas Day, Christmas Day, and two (2) personal holidays as defined in (B) below, irrespective of the day on which the holiday falls.

(B) (1) Employees who attain regular seniority any time during the calendar year shall be entitled to two (2) personal holidays for that calendar year. The Company and Union recognize the need to schedule personal holidays in accordance with the business demand and desire of the employee. An employee requesting a personal day shall do so on a form provided by the Committee at least seven (7) days in advance of the holiday. The request shall be reviewed and responded to within two (2) working days along with a reason if the Company denies the request. Should the Employer fail to respond to the employee, the said holiday shall be granted.

(2) Any employee may request a personal holiday and work the said day at straight time in lieu of time off provided there is no layoff at the time of request. An employee, after electing the holiday, or eight (8) hours' pay in lieu of the holiday, shall have no recourse. If an employee is on layoff and works sixteen (16) hours, the Company, upon request by the employee, will pay a personal holiday in that week.

(3) Any employee who has changed his status from a replacement employee to a probationary employee and who works three (3) days in a holiday week shall be paid eight (8) hours straight time rate for the said holiday.

(C) Regular employees shall be paid for each recognized holiday, or the day celebrated as such, irrespective of what day of the week the

holiday falls, on the basis of eight (8) hours at their straight time rate, provided they work sixteen (16) hours during the payroll period. Any regular employee laid off for lack of work shall not be deprived of his holiday pay if the layoff does not exceed thirty (30) days' duration. Regular employees required to work on any such days shall be paid the applicable premium rate in addition to the holiday pay.

(D) The applicable minimum rate for work performed prior to 10:00 p.m. on Sundays or premium holidays, as such, shall be one and one-half (1 1/2) times the normal rate shown in the Wage Rate Schedule herein for the first eight (8) hours of work, which shall be a guarantee.

(E) Local employees on night work whose regular work begins on a Sunday or holiday evening or ends on a Sunday or holiday morning, shall be given either the night before or the night after off. Except in cases specifically agreed upon between the Employer and the Union, work on a night shift shall be treated as being performed on the day on which the shift ends.

(F) If any of the above-named holidays occur when an employee is on vacation, he shall receive an extra day's pay in lieu of the holiday.

(G) Regular road drivers performing work on the holidays stated above shall be paid a total of four (4) straight time hours in addition to holiday pay, except in no event shall the application of this provision provide for more than a total of twelve (12) straight time hours of holiday pay. Regular road drivers performing work on the holidays listed in Article 48, Section (A) shall be paid a total of four (4) straight time hours in addition to holiday pay, provided they work into or out of the holiday.

ARTICLE 49. VACATIONS

(A) Regular employees who have been on the Employer's payroll for one (1) year and who have worked at least one hundred thirty- five (135) days during that year, including any absence resulting from the performance of duties under this Agreement, shall be entitled to a vacation of one (1) week with pay in each year to be taken during the vacation period provided in Section (C) herein. The requirement of one hundred thirty-five (135) days of employment applies only to the first year of employment. In subsequent years all regular employees must work a minimum of twenty-five (25) days within their anniversary year to qualify for vacation. The above provision shall apply, except as provided for in section (F) of this Article.

All regular employees shall receive their vacation pay due them in advance on the basis of one fifty-second (1/52) of their gross earnings (W-2) for the previous calendar year. Any full weeks in which an employee is receiving work's compensation benefits shall be excluded from the one fifty- second (1/52) calculation.

Any employee who is discharged or who quits between January 1st and April 1st shall receive any earned vacation allowance due him for that year.

(B) An employee who has been on the Employer's payroll for two (2) years but less than ten (10) years shall be entitled to two (2) weeks' vacation with pay in each year.

An employee whose eighth (8th) anniversary date falls on or after April 1, 1991, shall receive three (3) weeks of vacation with pay in each year.

An employee with fifteen (15) years or more of service shall be entitled to four (4) weeks' vacation with pay in each year.

An employee with twenty (20) years or more of service shall be entitled to five (5) weeks' vacation with pay in each year.

An employee with thirty (30) years or more of service shall be entitled to six (6) weeks' vacation with pay in each year.

During the vacation bidding period, those employees who have qualified for the third (3rd) week of vacation, shall have the option of taking one (1) week of vacation in one (1) day increments. Employees who have qualified for four (4) weeks of vacation shall have the option of taking two (2) weeks of vacation in one (1) day increments. Employees electing to take one (1) week vacation one (1) day at a time or those employees who elect to take two (2) weeks vacation one (1) day at a time shall be required to schedule each day in advance. The Employer may deny the request based on operational needs.

(C) Vacations must be taken between January 1 and December 31, unless otherwise mutually agreed to between the Employer and the Union, and any employee who has completed the required service before or within the vacation period shall be granted a vacation as provided herein.

(D) Unless mutually agreed, the vacation schedule must be posted by the Employer not later than December 1st to allow employees in the order of their seniority to make their vacation selection. The schedule shall remain posted for thirty (30) days, after which time it shall be taken down. Employees in the first 50% from the top of the seniority list must make their selection within the first 15 days after posting. Balance of Board shall make selection in the remaining 15 days. Any employee failing to make his selection during such periods shall be assigned to whatever vacation period may be open.

(E) Upon discharge by the Employer or quit by the employee, earned vacation time and pay shall be included in all final wage payments. In order to earn said vacation time an employee who quits or is discharged must have worked seventy-five (75) days since his last anniversary date of employment.

(F) In the case of death or retirement an employee will qualify for vacation by working one (1) day past his anniversary date. Vacation pay due such an employee shall be paid to said employee or to the employee's estate.

ARTICLE 50. MISCELLANEOUS

Section 1. Examinations

All examinations, when required by the Employer and performed under his direction, shall be paid for by the Employer. Employees, other than applicants, shall be paid for all time required to take all such examinations – all time involved with a maximum of two (2) hours at the straight time hourly rate of pay. If a dispute develops between the Union and the Employer as to whether or not the employee is physically qualified to work, the Employer and the Union shall mutually agree to an impartial doctor, hospital, clinic, etc., for the purpose of resolving the physical qualifications of the employee. All fees involved shall be borne by the Employer.

Section 2. Personal Identification

If the Employer requires employees to carry personal identification, the cost of such personal identification shall be borne by the Employer.

Section 3. Funeral Leave

In the event of a death in the family (Father, mother, wife, husband, brother, sister, son, daughter, foster parents, step-parents, step-children, and foster children) a regular employee shall be entitled to a maximum of three (3) days off with pay to attend the funeral providing the employee has been on the seniority list prior to April 1 of each contract year and is compensated for lost work opportunity.

A regular employee shall be entitled to one (1) day off with pay to attend the funeral in the event of a death of the employee's grand-parents, mother-in-law or father-in-law.

Section 4. Court Appearances

When an employee is required to appear in any court for the purpose of testifying, because of any accident he may have been involved in during working hours, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance. The Employer shall furnish the employee who is involved in an accident during working hours,

with bail, bond and legal counsel, and shall pay in full for same. Said bail, bond and legal counsel shall remain assigned to the employee until all legal action in connection with said accident is concluded, provided the employee is not charged and convicted of criminal negligence. This Section shall not apply to employees who are found guilty of drunken driving when involved in an accident during working hours.

Section 5. Safety Violations

(A) Employees shall not be held responsible for vehicles not properly equipped to comply with State Motor Vehicle Laws, and shall be compensated for fines and time lost if summoned to court, etc., because of the same.

(B) Winter Safety Equipment

The Employer shall install heaters, defrosters, and skid chains or equipment required by law on all trucks and tractors.

(C) Overloads

Employees shall not be held responsible for overloading vehicles. Whenever a driver is penalized because of such overload, the Employer shall bear all costs in connection with such overload penalty, and shall pay all damages and assessments against the employee, including accrued overtime for delay, and/or any lost earning opportunity that the employee might suffer. In the event the employee shall suffer a revocation of his chauffeur's license because of the violation of any laws by the Employer, the Employer shall provide suitable and continued employment for such employee, at not less than his regular earnings at the time of revocation of license, for the entire period of revocation of license, and the employee shall be reinstated to his previous assignment held prior to revocation of driver's license, after his driver's license is restored.

(D) The Employer shall install dock bumpers on new terminals as well as maintain dock bumpers where they currently exist.

Section 6. Bonds

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

Section 7. Access to Premises

(A) Authorized agents of the Union shall have access to the Employer's establishment during working hours, including the right to check trucks in transit, investigate working conditions, collect dues, and inspect all time cards, log books and other payroll records of the Employer, for the purpose of determining whether or not the terms of this Agreement are being complied with. The Employer will make such records available within seven (7) days of the Union's request.

(B) The Employer will provide a suitable bulletin board in a conspicuous place for posting of information of interest to the members of the Union.

Section 8. Injury on the Job

When a regular employee is injured on the job, he shall be guaranteed eight (8) hours' pay for the day injured, provided he is instructed to cease work as a result of an injury, by the Employer or his physician. If required to visit hospitals, clinics, doctor's offices or other places for treatment or diagnosis, during working hours, he shall be paid for time involved in travel and treatment with a guarantee of eight (8) hours, and if required to make such visit outside working hours, he shall be paid for the time involved in travel and treatment. Employer may require verification of time spent.

Section 9. Other Equipment

(A) The Employer shall not require, as a condition of continued employment, that an employee purchase a truck, tractor, and/or tractor and trailer or other vehicular equipment.

(B) The Employer agrees not to hire any outside equipment when he has available equipment of his own. When it is necessary to hire outside equipment such equipment will be hired from other Employers party to this Agreement when it is available.

Section 10. Protective Apparel

Terminal yardmen and hostlers shall be provided with rain gear. Any employee physically handling in substantial quantities, hides, creosoted items, spun glass, lamp black, barbed wire, and acids, shall be provided with rubber or leather aprons and gloves. The Committee agreed to develop language with regard to safety notification devices for employees working alone in a terminal.

Section 11. C.B. Radios

Employers signatory to this Agreement agree to allow the installation of C.B. radios in road tractors upon completion of prescribed Company form, if required, subject to the following rules and regulations.

(A) C.B. radios may be operated from an electric outlet if the Company so provides (includes cigarette lighter) or from a self-contained power source. If mutually agreed, the unit and antenna may be professionally installed.

(B) Operation of C.B. radio must conform to F.C.C. rules and regulations and the employee must be properly licensed and the current license be on record with the Company.

(C) Neither headsets, earplugs, nor, earphones shall be allowed unless presently permitted.

(D) Antennas will not be mounted on the exterior of the tractor which will in any way impede the use of the rear view mirror, or restrict the vision of the driver.

(E) The Company will not be responsible in any way for any damage or loss of the C.B. radio equipment.

(F) Any present Company rules shall continue to apply.

(G) Those Companies which presently do not have rules may institute rules subject to agreement with the Local Union.

Section 12.

All known expenses, including tolls, must be paid the driver in advance.

Section 13.

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

Section 14. Credit Union Payroll Deduction

The Employer agrees to deduct certain amounts each week from the wages of those employees who shall have given the Employer written notice to make such deductions. The amount so deducted shall be remitted to the applicable Credit Union once each month. The Employer shall not make deductions and shall not be responsible for remittance to the Credit Union for any deductions for those weeks during which the employee's earnings shall be less than the amount authorized for deduction. Should an Employer become delinquent in his remittance, he will be required to remit on a weekly basis after written notification by the Local Union.

Section 15. Cell Phones

Employees shall be reimbursed for the cost of their monthly cell phone charge if the company requests they use their personal phones during working hours for company business.

ARTICLE 51. CLASSIFICATIONS

Section 1.

A Local Driver is any driver not included in the definition of a road driver.

Section 2.

A Combination Driver is any driver operating in both local and road service within any one payroll week.

Section 3.

A Platform Man is an employee engaged on a freight platform or

dock in connection with the safe loading and unloading of vehicles and duties related thereto.

Section 4.

A Checker and/or Dragline Operator is an employee who is assigned to the handling of waybills, the checking of merchandise and the safe loading and unloading of vehicles, and duties incidental thereto.

Section 5.

A Fork-Lift Operator is an employee engaged in the operation of a power driven unit in connection with the safe loading or unloading of freight and any other duties assigned to him by the Employer.

Section 6.

A Working Foreman is an employee who works with and directs other employees, and who may relay orders to other employees in the absence of management. The Working Foreman shall be confined to work within the terminal area and shall not perform work while other senior employees are laid off.

Section 7.

A Helper is an employee whose duty is to assist a driver in all work except the actual driving of a truck.

Section 8.

A Winchman is an employee who operates a winch in connection with rigging work as herein described.

Section 9.

A Lead Man or 1st Class Rigger is an employee who works and directs rigging operations and rigging crews. This classification shall apply except where work is performed under AGC Agreement on job site construction. Rigging is in addition to cribbing, blocking, etc., and includes any specialized equipment other than a crane or a similar type of equipment making lift or hoist.

Section 10.

A 2nd Class Rigger is an employee who assists a 1st Class Rigger in performing a rigging operation.

Section 11.

A Switcher is an employee who is used to hook up and drop trailers and/or move equipment to or from the loading platform on the Employer's property, and any other duties assigned to him by the Employer.

Section 12.

A Lumper is an employee who directs a freight crew on a pier and who relays orders to other employees in the absence of management.

Section 13.

A Local Double-bottom Chauffeur is an employee who pulls combination of two pieces of equipment between terminals and/or staging area and is on an hourly rate of pay.

Section 14.

A Low Bed Trailer Operator is an employee who operates any low bed trailer.

ARTICLE 52. HOURS OF WORK AND OVERTIME

Section 1.

Five (5) days shall constitute a normal week's work for local employees from Monday to Friday inclusive, and the hours of labor each day shall be worked in uninterrupted succession. All time worked in excess of eight (8) hours per day shall be paid for as overtime at one and one-half (1 1/2) times the normal rate.

The Employer shall have the right to establish four (4) consecutive ten (10) hour bids, either Monday through Thursday or Tuesday through Friday. All four (4) ten (10) hour bid employees shall be

guaranteed a forty (40) hour work week regardless of seniority. Employees working a four (4) ten (10) hour bid shall receive holiday pay equal to ten (10) hours if such holiday falls during the work week. If holidays fall outside of the work week, eight (8) hours holiday pay will be received. Employees on four (4) ten (10) hour bids have no claim for work performed on a fifth (5th) day by junior, preferential or casual employees. If required to work on a fifth (5th) day during any week, the employee shall be compensated at the time and one half rate of pay for all hours worked. Any employee on the seniority list as of the effective date of this agreement, shall not be forced on a four (4) ten (10) hour bid.

Any employee senior to a 4-10 hour bid man, not receiving more than three (3) days work in a week, due to layoff, may bump a junior 4-10 hour bid man, the following payroll period. Notification of intention to bump must be made known to the Employer no later than noon on Friday preceding the next payroll period. It is understood that the employee that bumps into the 4-10 hour bid must remain on said bid until such time as he is displaced by layoff or rebid.

The Employer and Local Union may mutually agree to an alternate workweek schedule.

Section 2.

All regular employees required to report for work on any sixth report in a payroll period shall be guaranteed a minimum of eight (8) hours work at the applicable overtime rate of time and onehalf (1 1/2). The Employer, prior to being required to work an employee at the overtime rate on a sixth (6th) report shall call to work regular employees in seniority order who are available at straight time. Road work performed outside of the regular workweek schedule by local employees shall not accrue towards a sixth (6th) punch. The above provision does not permit the Employer to circumvent the normal workweek schedule.

Section 3.

Any regular employee who is called or reports as scheduled shall be guaranteed a minimum of eight (8) hours' work or pay.

Section 4.

Local employees shall be allowed two (2) hours to report at terminal after receiving notice from Employer. In the event the employee fails to report for work as ordered, the Employer is free to call in another employee. The employee who failed to report as ordered shall have no recourse.

Section 5.

All local employees shall be allowed a meal period which shall not begin until the employee has worked four (4) hours, but must begin before he has completed five (5) hours of work. No time shall be deducted from daily work that exceeds one (1) hour in any one (1) period. It shall not be compulsory to take a meal period where there is no accessible eating place. The current practice of coffee breaks shall continue, wherever presently applicable.

Section 6.

Any local employee required to sleep away from home shall be reimbursed for reasonable hotel and meal expenses.

Section 7.

(A) Combination employees shall be paid hourly rate for all local work performed and the mileage rate for all road work performed.

(B) Any local employee on a peddle run shall not be converted to mileage pay during any one tour of duty.

Section 8.

(A) A daily time record shall be maintained by the Employer for all of his employees. Any Employer who employs five (5) or more employees shall have a time clock, and the employee's time shall be computed by the time clock on time cards. Employer with less than five (5) employees who does not have a time clock shall permit employees to keep their own time records. Each employee shall "punch in" his own time card at the start of the day and "punch out" his own time card at the completion of the day's work at the Employer's place of business.

(B) Employees assigned to work and/or completing their work away from the Employer's place of business shall be exempt from punching in and out. In the event that any employee is ordered to report at, or leave his vehicle at, a different place than his usual starting point, such employee shall be paid transportation expenses back to his starting point. All such traveling time shall be considered as time worked.

Section 9.

Hourly employees shall be permitted to pull twin/pups, where permitted by law, without any additional compensation.

ARTICLE 53. WAGES AND ALLOWANCES

(A) Classifications

(1) Drivers, Checkers, Lumpers, Power Unit Operators, Switchers, Yardmen, Teamsters, Drag Line Operators

	Per Hour
Effective 4/1/08	\$22.68
Effective 4/1/09	23.08
Effective 4/1/10	23.53
Effective 4/1/11	23.93
Effective 4/1/12	24.38

(2) Helpers, Platform Men, Stablemen, Warehousemen

Effective 4/1/08	\$22.58
Effective 4/1/09	22.98
Effective 4/1/10	23.43
Effective 4/1/11	23.83
Effective 4/1/12	24.28

(3) Double Bottom Men, Low Bed Trailer Operators Not Involved in Rigging

Effective 4/1/08	\$22.71
Effective 4/1/09	23.11
Effective 4/1/10	23.56
Effective 4/1/11	23.96
Effective 4/1/12	24.41

(4) First Class Riggers, Lead Men, Winchmen, Low Bed Trailer Operators Involved in rigging

Effective 4/1/08	\$23.03
Effective 4/1/09	23.43
Effective 4/1/10	23.88
Effective 4/1/11	24.28
Effective 4/1/12	24.73

(5) Second Class Riggers

Effective 4/1/08	\$22.93
Effective 4/1/09	23.33
Effective 4/1/10	23.78
Effective 4/1/11	24.18
Effective 4/1/12	24.63

(6) Working Foremen and Dispatchers

Effective 4/1/08	\$22.78
Effective 4/1/09	23.18
Effective 4/1/10	23.63
Effective 4/1/11	24.03
Effective 4/1/12	24.48

(7) Rigging Foremen

Effective 4/1/08	\$23.25
Effective 4/1/09	23.65
Effective 4/1/10	24.10
Effective 4/1/11	24.50
Effective 4/1/12	24.95

(8) Full-Time New Hire Wage Progression and Casual Rates

- A. **CDL Qualified Driver or Mechanics.** Effective April 1, 2008, all regular employees hired on or after that date and employees who are in progression shall receive the following hourly and/or mileage rates of pay:

- (a) Effective first (1st) day of employment – eighty-five percent (85%) of the current rate.
- (b) Effective first (1st) day of employment plus one (1) year – ninety percent (90%) of the current rate.
- (c) Effective first (1st) day of employment plus two (2) years – ninety five percent (95%) of the current rate.
- (d) Effective first (1st) day of employment plus three (3) years – one hundred percent (100%) of the current rate.

CDL-qualified employees hired into driving positions who are not currently on the seniority list at an NMFA carrier and who for two (2) or more years regularly performed CDL-required driving work for a commonly-owned NMFA carrier shall be compensated at 90% of the full contract rate of pay for a period of one (1) year and go to the full contractual rate thereafter, provided they have not had a break in service in excess of three (3) years.

B. Non-CDL Qualified Employees. Effective April 1, 2008, all non-CDL qualified employees (excluding mechanics) hired will be subject to the following new hire progression:

- (a) Effective first (1st) day of employment – seventy percent (70%) of the current rate.
- (b) Effective first (1st) day of employment plus one year – seventy five percent (75%) of the current rate.
- (c) Effective first (1st) day of employment plus two years – eighty percent (80%) of the current rate.
- (d) Effective first (1st) day of employment plus three years- one hundred percent (100%) of the current rate.

C. 1) City and combination casual rates shall increase by 80% of the general wage increase for regular employees on the dates shown above.

- 2) Effective for dock casuals hired after 4/1/08, hourly rate will be \$14.00 for the duration of the agreement.

Utility Employee Rate

Effective April 1, 2008, the Employer shall pay each Utility Employee an hourly premium of \$1.00 per hour over the highest rate the Employer pays to local cartage drivers under the Supplemental Agreement covering the Utility Employee's home domicile. A Utility Employee in progression shall receive the hourly premium in addition to the Utility Employee's progression rate.

(9) Combination Casual/Replacement Employees (85% of increase)

	Per Hour
Effective 4/1/08	\$19.28
Effective 4/1/09	19.68
Effective 4/1/10	20.13
Effective 4/1/11	20.53
Effective 4/1/12	20.98

Dock Casual/Replacement Employees

Effective 4/1/08	\$16.60
Effective 4/1/09	17.00
Effective 4/1/10	17.45
Effective 4/1/11	17.85
Effective 4/1/12	18.30

(A) Classifications

(1) Drivers, Checkers, Lumpers, Power Unit Operators, Switchers, Yardmen, Teamsters, Drag Line Operators

(2) Helpers, Platform Men, Stablemen, Warehousemen

(3) Double Bottom Men, Low Bed Trailer Operators Not Involved in Rigging

(4) First Class Riggers, Lead Men, Winchmen, Low Bed Trailer Operators Involved in Rigging

(5) Second Class Riggers

(6) Working Foremen and Dispatchers

(7) Rigging Foreman

(8) Entry Rates (New Hires/Probationary Employees)

(9) Combination Casual/Replacement Employees (85% of increase)

(B) Any employee working in a higher pay classification for any part of the day shall receive the higher rate of pay for the entire day.

(C) No employee shall be required to deadhead for any rate less than his normal rate of pay.

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

ARTICLE 54. CLASSIFICATION – ROAD DRIVERS

Section 1.

Road Drivers shall be paid for all miles traveled in accordance with mileage rates as outlined below and in compliance with Article 54, Section 8.

	Per Mile
Effective 4/1/08	55.4275
Effective 4/1/09	56.4275
Effective 4/1/10	57.5525
Effective 4/1/11	58.5525
Effective 4/1/12	59.6775

The mileage rate for road drivers pulling twin/pups or trailers and Jiff/Dolly shall be 1.225 cents above the current five (5) axle rate (singles) except where road drivers are currently enjoying a greater rate, such individual road drivers shall be red-circled until such time

as the new mileage rates for twin/pups equals or exceeds such red-circled mileage rates.

Turnpike Doubles

	Per Mile
Effective 4/1/08	58.1525
Effective 4/1/09	59.1525
Effective 4/1/10	60.2775
Effective 4/1/11	61.2775
Effective 4/1/12	62.4025

Section 2.

(A) Local Union No. 340 and Local Union No. 597

Only a road driver is an employee operating on line haul. Road drivers are to be paid on a mileage basis which will include such duties set forth in the preceding contract. Past practice shall apply.

(B) Local Union No. 633 Only

A road driver is an employee operating on line haul. Road drivers are to be paid on a mileage basis, which will include such duties set forth in the preceding contract.

Section 3.

Road drivers reporting for work as ordered shall receive the straight time hourly rate for all time consumed/work performed, except while driving.

Section 4.

(A) All Road Drivers reporting for work, as ordered, shall receive a minimum of eight (8) hours work or pay. On all dispatches the driver shall be paid the applicable mileage rate for all mileage driven from point of origin to final destination. The Employer may assign additional work if available in order to make up any deficiency between the miles times the mileage rate, plus any other monies earned and the minimum eight (8) hour guarantee. In any case when the miles driven, times the mileage rate, plus any other monies

earned does not equal or exceed eight (8) hours, at the straight time hourly rate, the driver will be guaranteed a minimum of eight (8) hours' pay which shall include any and all pay or monies earned in that tour of duty.

(B) In the event a Road Driver fails to report for work as ordered, the Employer shall allow one-half hour after the reporting time for the employee to report, after which the Employer is free to call in another employee to make the trip. The employee who failed to report as ordered or within one-half hour of such reporting time shall have no recourse.

Section 5.

Road Drivers shall be paid for all time consumed in effecting pickups and/or deliveries at Company terminal, consignees, shippers and connecting carriers at the straight time hourly rate. The time consumed in completing this work shall be recorded on a time card, waybill, manifest or similar document by time clock recording where it is possible, otherwise by the driver's statement in writing.

Section 6.

Road drivers making interchange of equipment at en route points, together with normal servicing, shall be paid at the straight time hourly rate.

Section 7.

Any claim for time consumed in road failures, or other delays resulting from Acts of God, snow or impassable highways shall be submitted in writing by the employee upon completion of the trip, and each claim shall be adjusted at the normal rate per hour for the amount of time involved.

Section 8.

(A) In case of a dispute over mileage for new routes or new operations, road drivers shall be paid the actual mileage from terminal to terminal over routes assigned to travel by the Company.

(B) If as a result of mileage determination as provided in subsection (a), the Company is paying for less than the actual miles traveled, the mileage payments based upon the new mileage increase shall become effective immediately.

If, however, a reduction in mileage payments becomes necessary because of new roads, new routes, alternate routes or expressways, such mileage shall be decreased immediately.

Section 9.

Road drivers shall have choice of initial dispatch at home terminal, at the time of dispatch, based upon seniority. The Employer will meet with Union and establish the number of turn-around bids at each terminal where applicable.

Section 10.

Double bottom operations shall be restricted to terminal to terminal operations and/or staging areas.

Section 11.

Road drivers making an interchange of equipment, twins/pups or combination of a single and/or twins/pups, shall be paid for all time consumed.

ARTICLE 55. RELIEF PAY & EXPENSES

Section 1.

(A) Where a road driver is required to layover away from his or her home terminal, layover pay shall commence following the fourteenth (14th) hour after the end of the run. Drivers held over the fourteenth (14th) hour shall receive layover pay for each hour laid over up to eight (8) hours in the first twenty-two (22) hour layover period. This pay shall be in addition to the pay to which the driver is entitled if he or she is put to work at any time within the twenty-two (22) hours after the run ends and is not to be used to make up the eight (8) hour guarantee. The same principal shall apply to each succeeding twenty-one (21) hour period prior to the thirteenth

(13th) hour, and layover shall commence after the thirteenth (13th) hour. In addition to the hourly rate, employees shall receive ten dollars \$10.00 meal allowance for each four (4) hour period they are on the clock after the first fourteen (14) hours layover. No road driver will be dispatched in excess of three (3) sleeps without being returned to their home domicile. He shall also receive for each subsequent fourteen (14) hour period or part thereof until he is dispatched, the full cost of his sleeping quarters.

(B) Satisfactory sleeping quarters shall be provided by the Employer at layover points, additionally, layover drivers shall be paid \$10.00 for personal expenses which shall be paid at the start of each trip. Any disputes regarding satisfactory sleeping quarters shall be referred to the Northern New England Joint Area Committee.

(C) Lodging Subcommittee

A Subcommittee of one (1) Union and one (1) Company representative will be appointed by the New England 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, and report their findings within fourteen (14) days of notification, unless otherwise extended by mutual by mutual agreement of the subcommittee.

Section 2. Turn-Around

A road driver on turn-around trips shall be paid waiting time at the turn point for all waiting time.

Section 3. Local Union No. 633 Only

Whereas many road drivers in Local 633 currently enjoy turnaround expenses with their Employer, it is mutually agreed and understood that these employees shall continue to receive this expense when on turn-around trips for their present Employer.

Section 4.

(A) The normal workweek for road drivers shall be forty-eight (48) pay hours per week for the duration of this contract.

(B) Nothing in this Section shall be construed to mean that a road driver has the right to refuse work assignments in excess of the normal workweek.

Section 5.

The Company shall provide transportation for all layover drivers to and from lodging within thirty minutes of punching out. If the driver is delayed past the thirty (30) minutes due to the fault of the Employer, he shall be paid for all waiting time from the time of punching out until transportation to lodging arrives.

ARTICLE 56. TWO-MAN OPERATION

Refer to National regarding Two-Man Operation.

ARTICLE 57. OVERHEAD OPERATIONS

In the event the Employer establishes an Overhead Operation, the Employer shall meet with the Union to negotiate wages and conditions covering such operation, subject to the approval of the Northern New England Negotiating Committee, using the guidelines contained in the 1988-1991 Supplemental Agreement.

ARTICLE 58. HEALTH & WELFARE FUND

August 1, 2008 through July 31, 2009 - \$7.5125 per hour / \$300.50 per week
August 1, 2009 through July 31, 2010 - \$7.8625 per hour / \$314.50 per week
August 1, 2010 through July 31, 2011 - \$8.2125 per hour / \$328.50 per week
August 1, 2011 through July 31, 2012 - \$8.5625 per hour / \$342.50 per week
August 1, 2012 through July 31, 2013 - \$8.9125 per hour / \$356.50 per week

The Joint Committee established pursuant to Article 20, Section 3, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee

may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

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

For purposes of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee shall be counted as hours for which contributions are payable.

If a regular employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of 32 hours for a period of four (4) weeks. If a regular employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of thirty-six (36) hours shall not be paid for a period of more than twelve (12) months.

There shall be no deduction from equipment rental of owner-operators by virtue of contributions made to the Northern New England Benefit Trust, regardless of whether equipment rental is at the minimum rate or not, and regardless of the manner of computation of owner-driver compensation.

Hourly contributions to the Northern New England Benefit Trust Fund must be made for each hour worked on each employee even

though such employee may work only part time under the provisions of this contract.

In the case of employees paid on a mileage basis, the number of hours of contribution to the Welfare Fund for each trip shall be the "Pay Hours" which apply to the wage rate paid for the trip and, in addition, any other hours paid for such as waiting time, breakdown time, pick up time and delivery time and off-route mileage time, subject to the maximum weekly amounts of contributions set forth above, not to exceed forty (40) hours per week per employee.

All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Welfare Fund.

If an Employer fails to make contributions to the Welfare Fund within 72 hours after the notice of delinquency set forth in Article 46, Section 3, the Local Union(s) shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs for collecting the payments due, together with attorney's fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the grievance procedure or arbitration provided under this Agreement.

(C) The Employers and Unions which are signators hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.

ARTICLE 59. PENSION FUND

August 1, 2008 through July 31, 2009 - \$5.91 per hour / \$236.40 per week
August 1, 2009 through July 31, 2010 - \$6.56 per hour / \$262.40 per week
August 1, 2010 through July 31, 2011 - \$7.21 per hour / \$288.40 per week
August 1, 2011 through July 31, 2012 - \$7.86 per hour / \$314.40 per week
August 1, 2012 through July 31, 2013 - \$8.51 per hour / \$340.40 per week

The Joint Committee established pursuant to Article 20, Section 3, of the National Master Freight Agreement shall have the authority to request, and the Trustees of the various Pension and Health and Welfare Funds shall cooperate in the preparation, release and submission to such Joint Committee, all information such committee may from time to time request as it may in its sole discretion deem necessary to carry on the work of such Joint Committee.

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

For purposes of this Article, each hour for which wages are paid or due, or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is due or received by the employee, shall be counted as hours for which contributions are payable. In computing the maximum amount due any week, there shall be no daily limit on the number of hours for any one day in such week, whether such hours are performed on straight time or overtime rates, but payments shall be made at the amount set forth above.

In the case of employees paid on a mileage basis, the number of hours of contribution to the Pension Fund for each trip shall be the "Pay Hours" which apply to the wage rate paid for the trip, and, in addition, any other hours paid for such as waiting time, breakdown time, pick-up time and delivery time and off route mileage time, subject to the maximum weekly amounts of contributions set forth above, not to exceed forty (40) hours per week, per employee.

If a regular employee, (as defined in the collective bargaining agreement) is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contributions for a period of four (4) weeks, for forty (40) hours per week. If an employee is injured on the job, the Employer shall continue to pay the required contributions at the rate of forty (40) hours for each such week until the employee returns to work; however, such contributions of forty (40) hours shall not be paid for a period of more than twelve (12) months.

(B) The Employer agrees to and has executed a copy of the New England Teamsters and Trucking Industry Pension Fund Agreement and Declaration of Trust dated April 11, 1958, and accepts such Agreement and Declaration of Trust, as amended, and ratifies the selection of the Employer Trustees now or hereafter serving as such, and all action heretofore or hereafter taken by them within the scope of their authority under such Agreement and Declaration of Trust.

(C) The parties agree that the Pension Plan adopted by the Trustees of the New England Teamsters and Trucking Industry Pension Fund shall at all times conform to the requirements of the Internal Revenue Code so as to enable the Employer at all times to treat its contributions made to the Fund as a deduction for income tax purposes.

(D) It is also agreed that all contributions shall be made at such time and in such manner as the Trustees shall reasonably require; and the Trustees shall have the authority to have an audit of the payroll and wage records of the Employer for all employees performing work within the scope and/or covered by this collective bargaining agreement for the purpose of determining the accuracy of contributions to the Pension Fund and adherence to the requirements of this Article of the collective bargaining agreement regarding coverage and contributions, such audit may, at the option of the Trustees, be conducted by an independent certified public accountant or a certified public accountant employed by the New England Teamsters and Trucking Industry Pension Fund.

If the Employer shall fail to make contributions to the Pension Fund by the twentieth (20th) day of the month following the month dur-

ing which the employees performed work or received pay or were due pay within the scope of this collective bargaining agreement, up to and including the last completed payroll period in the month for which contributions must be paid, or if the Employer, having been notified that its contributions to the Fund have been under reported and/or underpaid, fails within twenty (20) days after such notification to make any required self-audit and/or contributions found to be due, the Local Union shall have the right after an appropriate 72-hour notice to the Employer, to take whatever steps it deems necessary to secure compliance with this agreement, any provision of this collective bargaining agreement to the contrary notwithstanding, and the Employer shall be responsible to the employees for losses resulting therefrom. Also, the Employer shall be liable to the Trustees for all costs of collecting the payments due together with attorneys' fees and such interest, liquidated damages or penalties which the Trustees may assess or establish in their discretion. The Employer's liability for payment hereunder shall not be subject to the grievance procedure and/or arbitration if such is provided in this Agreement.

It is understood and agreed that once a payment or payments are referred to an attorney for collection by the Trustees of the New England Teamsters and Trucking Industry Pension Fund and/or the Local Union, the Local Union and its business agents or chief executive officer shall have no right to modify, reduce or forgive the Employer with respect to its liability for unpaid contributions, interest, liquidated damages or penalty as may be established or assessed by the Trustees in their discretion against delinquent Employers.

(E) There shall be no deduction for equipment rental of owner-operators by virtue of the contributions made to the Pension Fund, regardless of whether the equipment rental is at the minimum rate or more, and regardless of the manner of computation of owner-driver compensation.

(F) No oral or written modification of this article regarding pensions and retirement shall be made by the Local Union or the Employer and, if made, such modification shall not be binding upon the employees performing work within the scope of the collective

bargaining agreement and covered by this article or upon the Trustees of the New England Teamsters and Truckers Industry Pension Fund.

ARTICLE 60. PIGGYBACK OR OTHER SUBSTITUTE METHODS OF OPERATION

The Employers herewith agree that should any Employer decide to change his operation to include a railroad "Piggyback" operation or any other form of substituted service, same shall only be put in effect after all the details of such substitute service have been negotiated with the Area Board for the purpose of protecting the interests of all parties hereto. Any dispute will be subject to the grievance procedure.

ARTICLE 61. RETROACTIVE PAY

The provisions of this Article relating to retroactivity are based upon the adjustments of the National Master Agreement.

ARTICLE 62. BREAK BULK

(A) (1) A Break Bulk Terminal Operation is an operation in which the Employer operates a terminal on a six or seven day per week basis where such an operation involves mainly receiving, unloading and reloading freight consigned to other terminals of the Employer.

(2) Break Bulk Terminals are those recognized as such by the Negotiating Committee as of April 1, 1980, and those later recognized as such and approved by the Northern New England Joint Area Permanent Committee or by the Northern New England Negotiating Committee.

(3) A Break Bulk employee is an inside Terminal Employee and/or a local driver used for yard work or for pick-ups and deliveries made in conjunction with the operation of a Break Bulk Terminal. An employee may be used in a combination of the above jobs; however the Employer agrees that no more than 10% of the Break Bulk employees will hold this classification (Break Bulk Combination) from 8:00 p.m. to 6:00 a.m., Monday through Friday only.

(B) Employers who operate a Break Bulk Operation shall establish a scheduled work week consisting of five (5) consecutive days out of a seven (7) day period.

Workweek schedule shall be:

Sunday through Thursday

Monday through Friday

Tuesday through Saturday

(C) Forty (40) hours shall constitute a normal week's work. Time and one-half shall be paid for hours worked in excess of eight (8) hours in a day. Time and one-half shall be paid when the employee works six (6) or seven (7) punches in the work week.

(D) In the event of absenteeism on a schedule the vacancy may be filled by:

(1) A regular local employee, in seniority order, who is available at straight time.

(2) Probationary employees, then casuals as provided for in this Agreement.

(E) When the number of employees on a schedule is increased, the work is to be offered to:

(1) A regular seniority employee, in layoff status, in seniority order.

(2) An eligible, qualified employee that has completed his regular schedule and is available for a sixth punch, except that spare employees up to 15% of the active total employees on the dock and yard list, may be used prior to the calling of employees for premium time. Seniority shall prevail.

(3) Available non-seniority or casual employee.

(F) Holidays – Article 48 will apply; however, in the event the schedules are maintained and work performed on the holiday, employees will work their assigned schedules and will be paid the rate of time and one-half (1 1/2) in addition to the eight (8) hours

holiday pay.

Replacements for absentees on a holiday will be in seniority order.

(G) All local pickup and delivery performed on Saturday, Sunday or holiday shall be treated as work performed under the terms of Article 52 of the Northern New England General Freight Supplement, except as where otherwise mutually agreed with the Local Union.

(H) The parties agree all employees working as outlined in the above, shall be entitled to all other terms and conditions as set forth in the National Master Freight Agreement and the Northern New England General Freight Supplement.

ARTICLE 63. TERMINATION CLAUSE

The terms of this Supplemental Agreement are subject to and controlled by all of the provisions of Article 39 of the Master Agreement between the parties hereto.