

NATIONAL MASTER FREIGHT



EASTERN REGION SUPPLEMENTAL AGREEMENTS

NEW ENGLAND

**- 2008 -
PROPOSALS**

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of these proposals during the course of negotiations.

**EASTERN REGION
NEW ENGLAND
SUPPLEMENTAL
AGREEMENTS**

**EASTERN REGION
NEW ENGLAND AREA SUPPLEMENTAL AGREEMENT**

In submitting this proposed supplemental agreement, the Local Unions reserve the right to add to, delete, modify or amend any of these proposals during the course of negotiations.

Submitted 9/13/07

ARTICLE 40. SCOPE OF AGREEMENT

Section 4. Hired or Leased Equipment

ADD new language: Lift gate equipment will be utilized either by lease or purchase to properly service freight within terminal service area.

Section 5. Subcontracting

(a) ADD new language: The Employer agrees that it will not sub-contract any work that can be assigned to its qualified employees including when employees are on layoff status.

(e) ELIMINATE all subcontracting within service area.

ADD New Section to strengthen language to prohibit the use of Cape Cod Express or any other non-union carrier from performing Teamster work.

ARTICLE 42. ABSENCE

Section 2. Leave of Absence

INCREASE to ninety (90) days

ARTICLE 43. SENIORITY

Regular Employees

(e) DELETE highlighted language in the 3rd sentence – It being understood that no employee shall be required to work in excess of (consistent with his business requirements) ten (10) hours after returning from one tour of duty whether it be by driving or a combination of driving and dock work, **provided the involved employee notifies his superior at the start of his work day**, emergencies excluded.

(e) DELETE 4th sentence – Such request shall not be abused and will not be unreasonably withheld.

(e)-(f) – Bid runs identified with start time.

(e) ADD new language: No employee shall be permitted to work more than ten (10) hours while a layoff is posted.

(i) ADD new language: In the event of layoff all PSE work shall be offered in seniority order to all laid off employees.

(i) ADD new language: Road drivers will be allowed to exercise seniority when work becomes available during an Act of God.

ADD new language: During the workweek when there is a layoff, the Company will ask in seniority order for volunteers and when accepted by that employee, he will stay on layoff for the duration of such layoff.

ADD new language: Bid work – Flatbed work; Reloading Cubes

ARTICLE 47. DISCHARGE AND SUSPENSION

ADD new language: If a letter of investigation is issued, the letter will not remain in effect for longer than thirty (30) calendar days.

ADD new language: Except in cases involving “cardinal” infractions under this Agreement, an employee to be discharged or suspended shall be allowed to remain on the job until the discharge or suspension is sustained under the grievance procedure.

ARTICLE 49. SUNDAYS AND HOLIDAYS

(a) (1) ADD the following holidays: Martin Luther King Day and Columbus Day.

(a) (2) CHANGE: two (2) personal days per year to five (5) personal days per year.

(a) (2) 2nd sentence – CHANGE: “at least seven (7) days prior” to “at least three (3) days prior”.

(b) Last sentence – CHANGE to read: Regular employees who elect to work on any such days shall be paid the applicable premium rate in addition to the holiday pay. Employees will be not forced to work on contractually paid holidays if they choose not to.

(e) 1st sentence – DELETE highlighted language: 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**, for their Sunday or holiday, in accordance with the Work Schedule.

ARTICLE 50. VACATIONS

(a) ELIMINATE: 135 day qualification for year 1 vacation. Vacation period to be calendar year.

(a) CHANGE: twenty-five (25) days to qualify for vacation to one (1) day.

(b) CHANGE: two (2) years to read one (1) year for 2 weeks vacation.

(c) CHANGE: eight (8) years to read five (5) years for 3 weeks vacation.

(d) CHANGE: fifteen (15) years to read twelve (12) years for 4 weeks vacation.

(e) CHANGE: twenty (20) years to read fifteen (15) years for 5 weeks vacation.

(f) CHANGE: thirty (30) years to read twenty-five (25) years for 6 weeks vacation.

(g) 1st sentence – CHANGE to read: Vacations must be taken between January and December and any employee who has completed the required service shall be granted a vacation as provided herein.

(g) ADD new language: The Employer shall allow a minimum of ten percent (10%) of employees who elect to take one day vacation increments to the twenty percent (20%) of employees on full vacation weeks, based on operational needs.

(h) CHANGE: 10% to 20% and will round up for the amount of employees per week.

ARTICLE 51. MISCELLANEOUS

Section 2. Court Appearances

ADD new language: Any and all work related court appearances shall be paid by the Employer to the affected employees at their full contract rate of pay for all lost time.

Section 13. Death in Family

ADD to list of immediate family: Current Mother-in-law and Father-in-law.

2nd sentence – CHANGE to read: A leave of absence will be granted the employee for the day of burial, two (2) days before the day of burial and two (2) days after the day of burial.

Section 19. Sick Leave

CHANGE: five (5) days to seven (7) days, two of which can be rolled over year to year to be used for a serious off the job injury requiring member to miss work.

ADD New Language: Road delays such as weigh station vehicle inspection will be paid delay time.

ADD New Language: All drop & hooks should be performed by said terminal personnel.

ARTICLE 53. HOURS OF WORK AND OVERTIME

Section 3.

ADD New Language: 10 minute paid break after 8 hours work.
20 minute paid break after 10 hours work.
10 minute paid break after 12 hours work.

(d) ADD new language: Uniform the lunch period for all employees for thirty (30) days not just the dock.

ADD New Language: Road drivers should be dispatched with all legs of his trip or start times with destinations.

ADD New Language: No forced overtime when a layoff list is posted.

ARTICLE 54. WAGES AND ALLOWANCES

ADD New Language: Flat bed trailer rate – add an additional \$1.00 per hour.

ARTICLE 55. CLASSIFICATIONS AND TRIP RATES

(b) ADD New Language: All New England road domiciles shall maintain a minimum of fifty percent (50%) road bids (starting times and destination) These bids shall be the exclusive primary runs of the originating terminal. If a bid is available due to vacation or other absence, it shall be offered in seniority order to open board drivers at the originating terminal prior to foreign drivers.

ADD New Section (d): The method of dispatch to reach road drivers will be dispatched in the same order at the foreign terminal as the home terminal if the driver completes his run within the time established by the Company and the Union.

ARTICLE 57. PICK-UPS, DELIVERIES AND RATE FORMULA

(g) ADD New Language: A tour of duty ends when punching in at arrival terminal and driver's rest period starts at that punch. No resetting of time because of delay of arrival of transport to hotel and/or waiting for hotel room.

ARTICLE 58. RELIEF HOLDOVER, PREMIUM PAY & EXPENSES

CHANGE fourteen (14) hours to read: twelve (12) hours throughout article.

(c) CHANGE: \$8.50 to \$17.00

ADD New Language: On breakdowns or impassable highways, drivers on all runs shall be paid the minimum hourly rate for all time spent on such delays, commencing with the first hour or fraction thereof, but not to exceed more than eight hours out of each twenty-four hour period, except that when an employee is required to remain with his equipment during such breakdown or impassable highway, he shall be paid for all such delay time at the rate specified in this Agreement. Where an employee is held longer than an eight hour period, he shall in addition, be furnished clean, comfortable, sanitary lodging, plus meals. The pay for delay time shall be in addition to monies earned for miles driven and/or work performed.

Time required to be spent with the equipment shall not be included within the first eight hours of each twenty-four hour period for which a driver is compensated on breakdown or impassable highways, but must be paid for in addition.

ARTICLE 59. DROPPING TRAILERS

(a) CHANGE to read: The Employer will not drop a trailer to be loaded or unloaded at any place unless the work of loading, unloading and switching is performed by his employees working under this agreement and at no time during a layoff.

(b) Competitive Dropping of Trailers

DELETE in its entirety.

(c) DELETE in its entirety.

ARTICLE 61. OVERHEAD OPERATIONS

Section 3. Double Bottom Units

INCREASE rates \$.08 each year of the agreement.

ARTICLE 64. HEALTH AND WELFARE FUND

(b) (2) – 3rd paragraph - CHANGE: thirty (32) hours to forty (40) hours.

(b) (2) – 3rd paragraph – CHANGE last sentence to read: 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 32 hours shall not be paid for a period of more than twenty-four (24) months.

CHANGE forty (40) hours to read: “for all hours worked”

ARTICLE 65. PENSION FUND

(a) – last paragraph - CHANGE last sentence to read: 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 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 twenty-four (24) months.

CHANGE forty (40) hours to read : “for all hours worked”

ARTICLE 67. TERMINATION CLAUSE

The term of this Supplemental Agreement shall be from April 1, 2008 to March 31, 2013.

ADD NEW LANGUAGE:

1. Premium service drivers should not do core work with drivers on layoff. Premium service drivers should do v-pack drops and pick-ups instead of forcing drivers into overtime to do this work at night.
2. Remove First In – First Out at breaks for Road drivers and create a system if the road driver arrives at break in the normal working conditions, drive time, breaks, and circle check time, then the employee leaves in their seniority order. If a junior man runs over the top of a senior man, this employee’s clock time does not start until their normal trip time would take. (Ex. If the driver cuts 1 hour off his trip by not stopping for breaks, this gives 1 hour on the layover before any clock time due to layover.) If any employee takes more than the normal trip time due to

fatigue or illness, or breakdowns, then the employee falls into the outbound order whenever they arrive.

3. Road driver who is cancelled at the window on an A.B.A. dispatch shall be paid no less than an entire round trip would have paid.

4. Road drivers will have a one (1) hour cushion for an ETA on an ABA dispatch. If driver arrives within the hour, they shall begin their test from the ETA time or actual arrival, whichever is earlier.