

New England Freight Supplemental Agreement

For the Period: April 1, ~~2008-2019~~ through March 31, ~~2013~~ 2024

covering:

The parties reserve the right to correct inadvertent errors and omissions. Where no reference is made to a specific Article or Section thereof, such Article and Section are to continue as in the current Agreement, as applied and interpreted during the life of such Agreement. Additions and new language are **bold and underlined**. Language from the prior Agreement that is being deleted is ~~struck through~~.

**CONNECTICUT, MASSACHUSETTS
RHODE ISLAND**

Local Unions:

**25, 59, 170, 191, 251, 404, 443,
493, 653, 671, and 677**

**ARTICLE 41. STEWARDS -
APPOINTMENTS AND DUTIES**
NO CHANGE

ARTICLE 42. ABSENCE
NO CHANGE

ARTICLE 43. SENIORITY
*NO CHANGE, EXCEPT THE FOLLOWING:
Section 1.*

Regular Employees

(e) All jobs shall be bid at least on an annual basis, within thirty (30) days of the commencement of each contract year. A definite reporting time and working schedule covering all regular employees shall be established by the Employer and the Union. 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. Such request shall not be abused and will not be unreasonably withheld. **These requests will be honored in seniority order based on operational requirements.** Current area practices shall continue with regard to break periods. There shall be no layoff to evade the provisions of this Agreement relating

The _____ hereinafter referred to as the EMPLOYER, (Company) and LOCAL UNION No. _____, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the UNION, agree to be bound by the terms and provisions of this Agreement.

This 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~~2019, 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
NO CHANGE

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to scheduling and starting time. No change in any assignment or reporting time under the schedule, shall be made by the Employer without the consent of the Union. The schedule, when changed and agreed upon, shall be posted by the Employer on Monday to become effective the following Monday. The requirement of Union "consent" does not mean the Union may arbitrarily or capriciously refuse to recognize the Employer's need to operate an efficient business and in doing so recognize his need to increase or decrease the number of employees, which may necessitate the changing of schedules and starting time.

ARTICLE 44. OTHER BUSINESS, ETC. ***NO CHANGE***

ARTICLE 45. GRIEVANCE MACHINERY COMMITTEE ***NO CHANGE***

ARTICLE 46. GRIEVANCE MACHINERY AND UNION LIABILITY ***NO CHANGE***

ARTICLE 47. DISCHARGE AND SUSPENSION ***NO CHANGE, EXCEPT THE FOLLOWING:***

The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union affected, **which may be transmitted electronically,** except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty or drunkenness, or recklessness resulting in serious accident while on duty, or the carrying of unauthorized passengers, failure to report a known accident,

or illegal drug induced intoxication as outlined in Article 35, Section 3 of the Master Agreement. The warning notice as herein provided shall not remain in effect for a period of more than nine (9) months from date of said warning notice. Discharge must be by proper written notice to the employee, ~~and the Union affected.~~ **Notice to the Union may be transmitted electronically.** Any employee may request an investigation as to his discharge or suspension. Should such investigation prove that an injustice has been done an employee, he shall be reinstated. The New England Joint Area Committee shall have the authority to order full, partial or no compensation for time lost. Appeal from discharge, suspension, or warning notice must be taken within ten (10) days by written notice, and a decision reached within thirty (30) days from the date of discharge, suspension or warning notice. If the employee involved is not within the home terminal area when the action of discharge, suspension or warning notice is taken, the ten (10) day period will start from the date of his return to the home terminal. If no decision has been rendered on the appeal within thirty (30) days the case shall then be taken up as provided for in Article 46 of this Agreement.

ARTICLE 48. PAYROLL PERIOD ***NO CHANGE***

ARTICLE 49. SUNDAYS AND HOLIDAYS ***NO CHANGE***

ARTICLE 50. VACATIONS ***NO CHANGE, EXCEPT THE FOLLOWING:***

(g) Vacations must be taken between **January 1 and December 31.** ~~May 1 and October 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.~~ Notwithstanding

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the above, the fifth (5th) week and sixth (6th) week of vacation as provided in (e) and (f) above must be taken outside of the ~~vacation period so stated~~ months of June, July and August, but must be taken in the calendar year in which it is earned unless otherwise mutually agreed to between the Employer and the Union.

ARTICLE 51. MISCELLANEOUS
NO CHANGE

ARTICLE 52. CLASSIFICATIONS
NO CHANGE

ARTICLE 53. HOURS OF WORK AND OVERTIME
NO CHANGE

ARTICLE 54. WAGES AND ALLOWANCES
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 55. CLASSIFICATIONS AND TRIP RATES
NO CHANGE

ARTICLE 56. MILEAGE RATES
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 57. PICK-UPS, DELIVERIES AND RATE FORMULA
NO CHANGE

ARTICLE 58. RELIEF HOLDOVER, PREMIUM PAY & EXPENSES
NO CHANGE

ARTICLE 59. DROPPING TRAILERS
NO CHANGE

ARTICLE 60. DOUBLE BOTTOMS
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 61. OVERHEAD OPERATIONS
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 62. TWO-MAN OPERATION
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 63. OWNER-OPERATORS
NO CHANGE

ARTICLE 64. HEALTH AND WELFARE FUND
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 65. PENSION FUND
SEE NATIONAL ECONOMIC SUMMARY

ARTICLE 66. AUTOMATIC INCREASES
NO CHANGE

The provision of Article 61 (Overhead Operations), Article 62 (Two-Man Operations) and Article 63 (Owner-Operators) shall be automatically amended to incorporate whatever amendments or changes may be made in the parallel provisions of the Central States, Over-the-Road Motor Freight Agreement for the contract period starting April 1, 2003, effective as of the dates such amendments or changes

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become effective under such Central States Agreement.

ARTICLE 67. TERMINATION CLAUSE

The term of this Supplemental Agreement shall be from April 1, ~~2008~~2019 to March 31, ~~2013~~2024.

For the Employers:

NEW ENGLAND EMPLOYERS
NEGOTIATING COMMITTEE
Nick Picarello, Chairman
Lamar Beinhower, Co-Chairman

~~SOUTHERN NEW ENGLAND TNF/INC/TMI
NEGOTIATING COMMITTEE
MEMORANDUM OF AGREEMENT~~

~~Laid off employees shall be guaranteed forty (40) hours Health, Welfare and Pension contributions in accordance with Article 64 and Article 65 of the New England Supplemental Freight Agreement, providing they are available for the next work call after having not been available for the first work call, providing all work calls are verified. In cases where work calls are received through an answering machine the Company agrees to leave a message outlining the work opportunity and time of the message. Laid off employees who refuse work will have broken their guarantee.~~

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, ~~2008~~2019 to be effective as of April 1, ~~2008~~2019 except as to those areas where it has been otherwise agreed between the parties:

NEGOTIATING COMMITTEE

For the Local Unions:

TEAMSTERS NATIONAL FREIGHT
INDUSTRY
NEGOTIATING COMMITTEE

NEW ENGLAND TEAMSTERS
NEGOTIATING COMMITTEE
John A. Murphy, Chairman
John Capobianco, Co-Chairman