

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

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

**For the Period
April 1, 200308 to March 31, 200813**

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, 200308, 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 – *No Change*

Section 2. Employees Covered – *No Change*

Section 3. Rigging Work – *No Change*

Section 4. Supervisory Personnel – *No Change*

Section 5. Notice of Opening and Closing Terminals – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

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 duration 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 - *No Change*

ARTICLE 42. ABSENCE - *No Change*

ARTICLE 43. SENIORITY - *No Change*

ARTICLE 44. OTHER BUSINESS & NEW EQUIPMENT - *No Change*

ARTICLE 45. GRIEVANCE MACHINERY - *No Change*

ARTICLE 46. GRIEVANCE MACHINERY AND UNION LIABILITY - *No Change*

ARTICLE 47. PAYROLL PERIOD - *No Change*

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. **Regular road drivers performing work on the holidays listed in Article 48, Section (G) 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.**

(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. However, an employee dispatched to his home terminal who arrives by 8:00 a. m. on a holiday shall not receive the four (4) hours additional pay, nor shall an employee dispatched from his home terminal after 8:00 p. m. on a holiday receive the four (4) hours additional pay.

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 local employees shall receive forty five (45) hours at their straight time rate for their vacation pay due them in advance.~~

~~All regular road employees shall receive forty eight (48) hours at their straight time rate for their vacation pay due them in advance.~~

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 – *No Change*

Section 2. Personal Identification – *No Change*

Section 3. Funeral Leave – *No Change*

Section 4. Court Appearances – *No Change*

Section 5. Safety Violations – *No Change*

Section 6. Bonds – *No Change*

Section 7. Access to Premises – *No Change*

Section 8. Injury on the Job – *No Change*

Section 9. Other Equipment – *No Change*

Section 10. Protective Apparel – *No Change*

Section 11. C.B. Radios – *No Change*

Section 12. – *No Change*

Section 13. – *No Change*

Section 14. Credit Union Payroll Deduction – *No Change*

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 - *No Change*

ARTICLE 52. HOURS OF WORK AND OVERTIME

Section 1. – *No Change*

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. ~~and preferred casual employees, then replacement/ casual as provided for in this Agreement.~~ 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. – No Change

Section 4. – No Change

Section 5. – No Change

Section 6. – No Change

Section 7. – No Change

Section 8. – No Change

Section 9. – No Change

ARTICLE 53. WAGES AND ALLOWANCES

(A) Classifications

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

(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.

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

Section 2. – *No Change*

Section 3. – *No Change*

Section 4. – *No Change*

Section 5. – *No Change*

Section 6. – *No Change*

Section 7. – *No Change*

Section 8. – *No Change*

Section 9. – *No Change*

Section 10. – *No Change*

Section 11. – *No Change*

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** ~~eight dollars and fifty cents (\$8.50)~~ 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 ~~\$8.50~~ 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 – *No Change*

Section 3. Local Union No. 633 Only – *No Change*

Section 4. – *No Change*

Section 5. – *No Change*

ARTICLE 56. TWO-MAN OPERATION - *No Change*

ARTICLE 57. OVERHEAD OPERATIONS - *No Change*

ARTICLE 58. HEALTH & WELFARE FUND

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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

SEE NEW ECONOMIC SETTLEMENT IN THE MASTER AGREEMENT.

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 during 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 -
*No Change***

ARTICLE 61. RETROACTIVE PAY - *No Change*

ARTICLE 62. BREAK BULK - *No Change*

ARTICLE 63. TERMINATION CLAUSE - *No Change*