# Causeway Moving and Storage. Memorandum Of Agreement With Teamsters Local Union No. 25, March 31, 2016, For Successor Agreement Based On Current Causeway Moving Contract, Subject <u>To Ratification By Both Parties</u>

After negotiations, the parties have agreed upon the following changes to their collective bargaining agreement:

- 1. Contract 4.1.16 through 3.31.21 (5 years);
- 2. Teamsters Union 25 Health and Welfare Fund increases of .50 cents on April 1, 2016, .50 cents on April 1, 2017, .50 cents on April 1, 2018, .50 cents on April 1, 2019, .50 cents on April 1, 2020.
- 3. Article 2 (Union Security and Checkoff) Causeway will do checkoff for spares who sign an authorization;
- 4. Article 36 Teamster Group Legal Services Fund as proposed by the Union (contribution shall be \$0.175)
- 5. Article 3 (Stewards), 5 day steward time off with pay as proposed by the Union;
- 6. Article 5 (Seniority) delete the second sentence of the current Section 1(d) and replace with the following (retain the remainder of Section 1(d)):

The Company will agree to increase its regular seniority list to 6 qualified individuals over the next thirty days. Anyone added to the seniority list will be subject to a 120 day probationary period during which time they can be removed from the list and not be subject to the grievance and arbitration procedure. Any vacancies will be filled within 30 days, and replacements shall be subject to the same probationary period as above. The Company shall be permitted to use one spare for every person on the list. Should the Company work more than 6 spares, all spares above the 6 shall automatically be added to the seniority list. If the Company requires additional manpower it will be required to utilize any moving and storage company signatory to Local 25 to provide the additional manpower. The Company may increase its number of list men at any time provided it does not, thereafter, decrease that number.

- 7. Article 17 (Worker's Compensation) add "The Employer shall make written acknowledgement of receipt of the injury report and give a copy of the injury report to the employee."
- 8. Article 26 (Workweek and Rates of Pay):
  Section 1 adjust pay rates to reflect increases effective April 1 of each year of:

Year 1 Year 2 Year 3 Year 4 Year 5 + 1.00/hour +1.00/hour +1.00/hour +1.00/hour +1.00/hour

Causeway will pay a foreman on jobs of six (6) or more employees an additional \$2.00/hour if a foreman is designated

Section 2 - Causeway will pay double time on Holidays; Funds paid at straight time;

9. Article 34 Pension Fund

Causeway will increase pension by \$1.00 dollar per hour on April 1, 2019

10. Article 27, new Section (sick time) – Employees will accrue one (1) hour of sick time for every thirty (30) hours worked. Employees will be able to accrue sick time up to a maximum of forty (40) hours a year;

- 11. Article 35 (Savings and Investment Plan) maintain as is, but with contribution rate increases in the following amounts (+.60, +.85, +.92, +.99 and +1.07), and Causeway will continue to contribute on all hours paid
- 12. Insert new Article entitled "Teamsters Local 25 Training Fund" language as proposed by Union (\$0.10 per hour) but only on all hours paid up to 40/week, and limit of 6 months of contributions for on-job injuries;
- 13. Article 44 (Duration) change dates to reflect 5 year agreement;
- 14. Article 27 (Vacations) 5th week of vacation after 19 years of service.
- 15. Both Parties withdraw any other pending proposals not addressed herein.

16. Insert new Article (employee lists) Causeway agrees to provide a daily report via email to the Business Agent with names of all employees that are working that day and what customer and address they are working at.

17. Add Computer connect/disconnect and van drivers to the employees covered in the Definitions section E.

For the Employer

ea

DATED:

For the Union

March 31, 2016

Sean M. O' Brien

President/Principal Officer

Date



#### AGREEMENT

-Between-

TEAMSTERS LOCAL UNION NO. 25 International Brotherhood of Teamsters

-And-

**CAUSEWAY MOVING AND STORAGE** 

For the Period

January 9, 2014 through March 31, 2016

Sean M. O'Brien President/Principal Officer Mark A. Harrington Secretary-Treasurer

Printed & Assembled by Teamsters Local 25 Office Staff

#### **IMPORTANT**

WHEN LEAVING CRAFT, CONTACT YOUR

SHOP STEWARD OR BUSINESS AGENT

OR THE UNION OFFICE TO REQUEST

A WITHDRAWAL CARD,

OTHERWISE YOU WILL BE REQUIRED TO

CONTINUE PAYING YOUR MONTHLY DUES.

#### TABLE OF CONTENTS

		Page
	WITNESSETH	1
	AGREEMENT	1
	DEFINITIONS	1
ARTICLE 1	RECOGNITION	. 2
ARTICLE 2	UNION SECURITY AND CHECK OFF	. 2
ARTICLE 3	SHOP STEWARDS	3
ARTICLE 4	ABSENCE	4
ARTICLE 5	SENIORITY	5
ARTICLE 6	MAINTENANCE OF STANDARDS	6
ARTICLE 7	GRIEVANCE PROCEDURE	7
ARTICLE 8	DISCHARGE OR DISCIPLINE	8
ARTICLE 9	PROTECTION OF RIGHTS	8
ARTICLE 10	DEFECTIVE EQUIPMENT AND DANGEROUS	9
	CONDITIONS OF WORK	
ARTICLE 11	PASENGERS	9
ARTICLE 12	SANITARY CONDITIONS	10
ARTICLE 13	LOSS OR DAMAGE	10
ARTICLE 14	TIME SHEETS AND TIME CLOCKS	10
ARTICLE 15	SEPARATION OF EMPLOYMENT	10
ARTICLE 16	UNIFORMS	10
ARTICLE 17	WORKERS' COMPENSATION	10
ARTICLE 18	BONDS	11
ARTICLE 19	<b>EXAMINATION AND IDENTIFICATION FEES</b>	11
ARTICLE 20	MILITARY CLAUSE	12
ARTICLE 21	POSTING OF AGREEMENTS AND NOTICES	12
ARTICLE 22	SPLIT SHIFTS	12
ARTICLE 23	NON-DISCRIMINATION	12
ARTICLE 24	INSPECTION PRIVILEGES	12

	•		
		. '	
ARTICLE 25	MEAL PERIOD	13	
ARTICLE 26	WORKWEEK AND RATES OF PAY	13	
ARTICLE 27	VACATIONS	16	
ARTICLE 28	HOLIDAYS	16	
ARTICLE 29	PAY PERIOD	17	
ARTICLE 30	SUBCONTRACTING	17	
ARTICLE 31	JURISDICTIONAL DISPUTE	17	
ARTICLE 32	LIE DETECTOR TEST	18	
ARTICLE 33	HEALTH AND WELFARE FUND	18	
ARTICLE 34	PENSION FUND	20	
ARTICLE 35	SAVINGS AND INVESTMENT PLAN	22	
ARTICLE 36	GROUP LEGAL SERVICES FUND	23	
ARTICLE 37	NEW ENGLAND TEAMSTERS LOCAL 25	25	
	SAVINGS & INVESTMENT 401K PLAN		
ARTICLE 38	VERIFICATION OF CONTRIBUTION	26	
ARTICLE 39	FUNERAL LEAVE	26	
ARTICLE 40	NO STRIKES – NO LOCKOUTS	26	
ARTICLE 41	MANAGEMENT RIGHTS	26	
ARTICLE 42	OWNER-OPERATORS	26	
ARTICLE 43	GENERAL PROVISION	27	
ARTICLE 44	DURATION OF AGREEMENT	27	
ARTICLE 45	AGREEMENT	27	
	SIDELETTER OF AGREEMENT	28	

#### WITNESSETH

WHEREAS, the parties have met and agreed upon the terms and conditions of a new Agreement to be effective as of January 9, 2014.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

#### **AGREEMENT**

Agreement entered into between Causeway Moving and Storage, hereinafter referred to as the "Employer", and Teamsters Local Union No. 25, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

#### **DEFINITIONS**

- A. "Industry" means those persons, firms, corporations, trustees, receivers or organizations furnishing for a consideration any or all of the services of storing or packing of household goods and such other services incidental thereto as are customarily performed by those engaged in performing such storage or packing services, or over-the-road, or local moving of household goods over publicly used roadways or within or between buildings.
- B. "Household Goods" means personal effects and property used or to be used in a dwelling or building when a part of the equipment or supply of such dwelling or building; new or used, including (but not limited to) free-standing furniture, fixtures, appliances, shelving, equipment, and the property of stores, offices, lofts, museums, institutions, hospitals, hotels, motels, or other commercial, charitable, public or religious establishment when a part of the stock, equipment, or supply of such stores, offices, lofts, museums, institutions, hospitals, hotels, motels, or other commercial, charitable, public or religious establishments and articles including objects of art, or musical instruments, which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, including new distribution work as defined herein.
- C. "New Distribution Work" means the fitting out of buildings, units or parts thereof with new furniture, new equipment or new machines.
- D. "Employer and Union Committee" means Joint Committee to decide on grievances
- E. "Employees Covered" This Agreement covers drivers (trailers and straight), packers (craters), helpers, (warehousemen, checkers or operators of mechanical handling devices).
- F. "Long Distance Moving" means work, which requires the remaining away from home overnight.

#### ARTICLE 1 Recognition

The Employer recognizes and acknowledges that the Union is the sole and exclusive representative of all Employees in the classifications of work covered and defined by this Agreement for the purposes of collective bargaining as provided by the National Labor Relations Board. All work performed under this Agreement shall be performed only by employees covered in this Agreement. The work covered by the bargaining unit shall include but not be limited to assisting in the loading and unloading of long-distance motor vans within the jurisdiction of the Union when such work is performed by the Employees of the Employer.

### ARTICLE 2 Union Security and Check off

Section 1. Union Security: All present Employees who are members of the Union on the effective date of the subsection or on the date of execution of this Agreement, whichever is the later, shall remain members of the Union in good standing as a condition of employment All present Employees who are not members of the Union and all Employees who are hired hereafter, shall become and remain members in good standing of the Union, as a condition of employment on and after the 31<sup>st</sup> day following the beginning of their employment; or on and after the 31<sup>st</sup> day following the effective date of this subsection or the execution of this Agreement, whichever is the later.

"Casual Employees", however are not required to become members of the Union. Any casual Employee who elects not to join the Union shall be required to pay the Union as a condition of employment, beginning 30 days following the commencement of his/her employment or the execution date of this Agreement, whichever is later, a weekly service fee for each week worked which is an amount equal to the Union's monthly dues and uniform assessments divided by 4.35. A casual Employee is defined as a person who works less than 4 times per month for the Employer. The Union reserves the right to require any such Employee to become a member and remain in good standing if it appears that the Employee is seeking or has obtained more than casual employment. This provision shall be made and become effective as of such time as it may be made and become effective under the provisions of the National Labor Relations Act, but not retroactively or pay a service fee where applicable.

The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

In the event of any change in the law during the term of this Agreement, the Employer agrees that the Union will be entitled to receive the maximum Union security, which may be lawfully permissible.

No provision of this Article shall apply in any state to the extent that it may be prohibited by state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall first be met.

If any provision of the Article is invalid under the law of any state wherein this Agreement is executed, such provision shall be modified to comply with the requirements of state law or shall be renegotiated for the purpose of adequate replacement. If such negotiations shall not result in a mutually satisfactory Agreement, the Union shall be permitted all legal or economic recourse.

Section 2. Check off: The Employer agrees to deduct from the pay of all regular Employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Union and agrees to remit to said Union all such deductions taken from the first payroll period of each month and remit to the Union by the 2<sup>nd</sup> payroll period of each month. Where laws require written authorization by the Employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Where an employee who is on check off is not on the patrol during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on a leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

Section 3. Drive: The Employer agrees to deduct from the paychecks of all Employees covered by this Agreement voluntary contributions to DRIVE. DRIVE shall notify the Employer of the amounts designated by each contributing Employee that will be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the Employee earned a wage. The Employer shall remit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each Employee on whose behalf the deduction is made, the Employee's social security number and the amount deducted from the Employees paycheck.

<u>Section 4. Additional Employees</u>: When additional Employees are needed, the Employer shall notify and give the Union a reasonable opportunity to supply suitable applicants for employment. However, the Employer shall not be required to hire Employees referred by the Union.

<u>Section 5</u>. The Employer agrees to deduct certain specific amounts each week from the wages of those employees who shall have given the Employer written authorization to make such deductions. The amounts so deducted shall be remitted to the TEAMSTERS CREDIT UNION once each week by electronic transfer methods. 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 has no earnings or in those weeks in which the employee's earnings shall be less than the amount authorized for deduction.

# ARTICLE 3 Shop Stewards

The Employer recognizes the right of the Union to elect or designate shop stewards and alternates in the Company in which such stewards are employed.

The authority of shop 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 in accordance with the provisions of the collective bargaining Agreement:
- 2. The collection of dues when authorized by appropriate Union action;

- 3. The transmission of such messages and information, which shall originate with, and are authorized by the 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 stoppage, slow downs, refusal to handle goods, or any other interference with the Employer's business.

Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

The Employer recognizes these limitations upon the authority of shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts of said stewards and alternates; provided that the Union, upon notification, shall take immediately all action within its power to bring the unauthorized acts to any end. The employer in so recognizing such limitations shall have the authority to impose proper discipline discharge; including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Stewards shall be permitted to meet with the Employer to investigate, present and process grievances without loss of time or pay. Such time spent with the Employer in handling grievances shall be considered working hours.

Stewards shall be granted super-seniority in their job classification.

# ARTICLE 4 Absence

Section 1. Time off for Union Activities: The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights and without pay, to any Employee designated by the Union to attend a labor convention to serve in any capacity or 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 employees affected in order that there shall be no disruption of the Employer's operations due to the 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 Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for same must be secured from both Union and the Employer. During the period of absence, the Employee shall not engage in gainful employment with any other employer in the same industry. Failure to comply with the 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 except as provided in Article 5.

The Employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by either the Union or the Employer.

### ARTICLE 5 Seniority

#### Section 1.

- (a) Seniority rights for regular Employees shall prevail. Seniority shall be broken only by discharge, voluntary quit, or more than one (1) year layoff. Any Employee on the seniority list who is absent because of non-industrial illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list, provided he returns within two (2) years. However, upon being able to return to work, he shall immediately inform the Employer of his return to work date. An Employee, who has been laid off for two (2) weeks or more, may refuse a recall to work, without prejudice, if the Employer does not anticipate that there will be two (2) or more days of work available.
- (b) In the event the Employee fails to comply with the above, he shall lose all seniority rights under this Agreement. A list of Employees arranged in order of seniority shall be posted in a. conspicuous place at their place of employment and a copy delivered to the Union. Any controversy over the seniority standing of the Employee on the seniority list shall be submitted to the grievance procedure. The Employer shall provide the Union with a list of Employees who worked the previous day.
- (c) Company seniority for regular Employees as measured by length of service at such company shall prevail.
- (d) A new Employee shall work under the provisions of this Agreement but until he becomes a regular Employee, i.e., is placed on the regular seniority list, he may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After any ninety (90) day period after his employment, the Employee shall be placed on the regular seniority list, provided the Employee has actually worked forty-five (45) days in the said ninety (90) day period. A working day is defined as Monday through Friday, inclusive, but excluding recognized holidays as defined under this Agreement. In case of discipline within the ninety (90) day period, the Employer shall notify the Union in writing.
- (e) Employees who take a leave of absence for the purpose of accepting employment with the Union shall accumulate no further seniority beyond the date of taking the leave. Upon return, their seniority shall resume from the time at which it was stopped, eliminating the period of time they worked outside the classification.
- (f) When an Employer determines that a new Employee is not going to be placed on the regular seniority list, he shall, as soon as possible, so inform the Employee involved in order that said Employee may seek regular employment elsewhere.
- Section 2. The Employer shall not require, as a condition of continued employment, that an Employee purchase truck, tractor and/or tractor and trailer or other vehicular equipment or that any Employee purchase or assume any proprietary interest or other obligation in the business.

Section 3. Moving Expenses: If an Employee is permanently transferred by his Employer to a place of work which is more than fifty (50) miles from his residence, the Employer shall move the Employee to a new residence within fifty (50) miles of his new place of work without charge. The Employer shall not be responsible for moving expenses if the Employee changes his residence as a result of voluntary transfer.

Section 4. Extra Equipment: It is agreed by all Employers that on all moving, no Employer will hire outside trucks if he has idle equipment of his own available. In the event he has no such idle equipment, he will endeavor to hire trucks from Employers who are signatories to this Agreement and which trucks are operated and manned by Employees of Employers signatory to this Agreement.

<u>Section 5</u>. In the event that the Employer absorbs the business of another private, contract or common carrier, or is a party to merger of lines, the seniority of the Employees absorbed or affected thereby shall be determined by mutual Agreement between the Employer and the Union. Any Controversy with respect to such matters shall be submitted to the grievance procedure.

#### Section 6.

- (a) Opening of new branches, warehouses, divisions or operations within the territorial jurisdiction of Local 25: When a new branch, warehouse, division or operation is opened (except as a replacement for existing operations or as a new division in a locality where there are existing operations), the Employer shall offer the opportunity to transfer to regular position in the new branch, warehouse, division, or Operation, giving due consideration to seniority and ability.
- (b) <u>Closing of branches, warehouses, divisions and operations</u>: When a branch, warehouse, division or operation is closed, Employees shall be transferred to another branch, warehouse, division or operation.

### ARTICLE 6 Maintenance of Standards

Section 1. Protection of Conditions: The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. This section shall not apply to temporary Employees, as herein defined; or to the payment of hourly wages above those required by this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

#### ARTICLE 7 Grievance Procedure

- <u>Section 1</u>. A grievance is hereby jointly defined to be any controversy, complaint, misunderstanding, or dispute between the parties to this Agreement relating to wages, hours, or other conditions of employment. Any grievances arising between the Employer and the Union or an Employee represented by the Union shall be settled in the following manner:
  - Step 1. The aggrieved Employee or Employees must present the grievance to the shop steward within five (5) working days after he has knowledge of the grievance, or five (5) working days after returning to home terminal. If a satisfactory settlement is not effected with the manager within five (5) working days, the shop steward shall submit such grievance in writing to the Union's business representative, with a copy to the Employer.
  - Step 2. The Business Agent shall then take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made within five (5) working days.
  - Step 3. If no satisfactory settlement can be agreed upon, the Union may submit the grievance to arbitration at the American Arbitration Association within fifteen (15) days. The decision of the arbitrator shall be final and binding. The expense of the arbitrator selected or appointed shall be borne equally by the Employer and the Union.
- <u>Section 2</u>. The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The arbitrator shall determine any questions of arbitrability.
- <u>Section 3</u>. Both parties agree to accept the decision of the arbitrator as final and binding. If the Employer fails to comply with the award of the arbitrator or with the procedures of this Article as enforced by final order of a court of competent jurisdiction, the Union has a right to take all legal and economic action to enforce compliance.
- Section 4. 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 Teamsters Local No. 25 Health & Welfare Fund or the New England Teamsters and Trucking Industry Pension Fund, created under this Agreement, in accordance with the rules and regulations of the Trustees of such funds, after the proper official of the Union has given seventy-two (72) hours' notice, excluding Saturdays. Sundays and holidays, 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.
- <u>Section 5</u>. Any shop steward shall be permitted to leave his or her work to investigate and adjust the grievance of any Employee within his/her jurisdiction, after notifying and receiving permission from his supervisor. Such permission shall not be unreasonably withheld. Employees shall have the shop steward or a representative of the Union present during the discussion of any grievance with representatives of the Employer.

### ARTICLE 8 Discharge or Discipline

Section 1. The Employer shall not discharge nor suspend any regular Employee without just cause. In all cases involving the discharge or suspension of a regular Employee, the Employer must immediately notify the Employee, the shop steward and the Union, by hand or by mail, of his discharge or suspension and the reason therefore, within two (2) working days from the time of the discharge or suspension.

Section 2. The Employer shall not discharge nor suspend any regular Employee without just cause.

Section 3. Except in cases where just cause for discharge exists, the Employer will give a least one (1) warning notice of the specific complaint against such Employee in writing, with a copy of the same to the Union and shop steward. Said warning notice shall not remain in effect after any six (6) month period during which the Employer has taken no disciplinary action against the Employee to whom such notice was issued for the same offense.

<u>Section 4</u>. Any Employee discharged must be paid in full for all wages owed him by the Employer, including earned vacation pay, if any, as required by law.

Section 5. A discharged or suspended Employee must advise his Local Union in writing, within five (5) working days after receiving notification of such action against him, of his desire to appeal the discharge or suspension. Notice of appeal from discharge or suspension must be made to the Employer in writing within five (5) days from the date of discharge or suspension and/or return to his home terminal, whichever is later.

### ARTICLE 9 Protection of Rights

Section 1. Picket Lines: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket lines of Unions party to this Agreement, and including primary picket lines at the Employer's place of business.

Section 2. Struck Goods: It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action if any Employee refuses to perform any service which his Employer undertakes to perform as ally of an employer or person whose Employees are on strike and which service, but for such strikes would be performed by the Employees of the Employer or person on strike.

#### ARTICLE 10 Defective Equipment and Dangerous Conditions of Work

The Employer shall not require Employees to take out on the street or highway any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of the Agreement where Employees refuse to operate such equipment unless such refusal is unjustified. All equipment, which is refused, because not mechanically sound or properly equipped, shall be appropriately tagged so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. The Employer will provide safety tags in the dispatcher's office. The Employer will inspect tailgates every six (6) months or more often if specified by the tailgate manufacturer.

Under no circumstances will an Employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute or court order, or in violation of government regulation relating to safety of person or equipment. The term "dangerous conditions of work" does not relate to cargo, which is hauled or handled. Any Employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his Employer, the Employee, before starting his next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to the accident. Failure to comply with this provision shall subject such Employee to disciplinary action of Employer.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the Employee. The Employer shall not ask or require any Employee to take out equipment that has been reported by any other Employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an Employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working or operating condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

The Employer shall install heaters and defrosters on all trucks and tractors. Employer must maintain the equipment.

### ARTICLE 11 Passengers

No driver shall allow anyone, other than Employees of the Employer, who are on duty, to ride on his truck except by written authorization of the Employer, except in cases of emergency arising out of disabled commercial equipment or an Act of God.

### ARTICLE 12 Sanitary Conditions

The Employer agrees to maintain a clean, sanitary washroom having running water and toilet facilities. The Employees agree to cooperate with the Employer in so maintaining these facilities.

### ARTICLE 13 Loss or Damage

Employees shall not be charged for loss or damage to equipment unless clear proof of gross negligence is shown.

### ARTICLE 14 Time Sheets and Time Clocks

A time clock or suitable records whereby the hours of employment can be accurately checked and accounted for, is to be maintained by the Employer, and such records shall be shown to the business agent by the Employer to disprove an alleged violation of the contract.

### ARTICLE 15 Separation of Employment

Upon quitting, the Employer shall pay all money due to the Employee on the payday in the week following such quitting.

#### ARTICLE 16 Uniforms

The Employer agrees that if any Employee is required to wear any kind of uniform, as a condition of his continued employment, such uniforms shall be furnished by the Employer. A uniform includes pants, shirt, and/or jacket. An Employee shall sign a receipt for uniforms received. The Employee shall maintain and be responsible for uniforms, including their return upon termination of employment. An Employee shall not be responsible for reasonable wear and tear. Effective, April 1, 1979, an Employer who does not require his Employees to wear uniforms shall not be obligated to provide or maintain any uniforms. The Employer and Union intend to cooperate fully in administering this Article. If the Employer supplies T-shirts, Employees shall be required to wear them. Employees shall be allowed to wear a teamster patch on all coats and jackets. Employees shall also be allowed to wear a teamster pin.

# ARTICLE 17 Workers' Compensation

The Employer agrees to cooperate with his insurer and the Industrial Accident Board in order to provide for a prompt determination of all workers' compensation claims of his Employees.

In the event that an Employee is injured on the job, the Employer shall pay such Employee his day's guarantee for that day lost because of such injury.

In the event an Employee is required to be absent from work on a day he is scheduled to work in order to receive medical treatment, he shall be compensated by the Employer for all time lost from work for this purpose.

When an injury is reported, a claim form must be completed and returned to the Employer within twenty-four (24) hours. If an Employee is able to return to work on light duty, the Employer will assign the Employee light duty up to forty (40) hours per week at 80% of his regular pay.

#### ARTICLE 18 Bonds

The Employer may require as a condition of employment that an Employee be bonded. Should the Employer require any Employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer. If the Employer cannot arrange for a bond, he must so notify the Employee in writing. Failure to so notify shall relieve the Employee of the bonding requirement. If the Employee is so notified, he shall be allowed thirty (30) days from the date of such notice to make his own bonding requirement, standard premiums on said bond to be paid by the Employer A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its Employees in similar classifications Any excess premium is to be paid by the Employee.

### ARTICLE 19 Examination and Identification Fees

Section 1. Examination: Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all Employees; provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs, and shall be responsible to other Employees only for time spent at the place of examination or examinations, to a maximum of two (2) hours straight time. Examinations are to be taken at the Employee's home terminal and are not to exceed one (1) in any one (1) year, unless the Employee has suffered serious injury or illness within the year. Employees will not be required to take examinations during their working hours, unless paid by the Employer.

The Employer reserves the right to select its own medical examiner or physician, and the Union may, if it believes an injustice has been done an Employee, have said Employee reexamined at the Union's expense.

If the two (2) physicians disagree, they shall mutually agree upon a third physician whose decision shall be final and binding. The expenses of the third physician shall be equally divided between the Employer and Union.

<u>Section 2. Identification</u>: Should the Employer find it necessary to require Employees to carry or record full personal identification, such requirement(s) shall be complied with by the Employees. The cost of such personal identification shall be borne by the Employer.

#### ARTICLE 20 Military Clause

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Selective Service Act of 1948, shall be granted all rights and privileges provided by the Act or the Laws of the Commonwealth of Massachusetts.

### ARTICLE 21 Posting of Agreements and Notices

Section 1. Posting Agreements: A copy of this Agreement shall be posted in a conspicuous place in each garage and terminal.

<u>Section 2. Union Bulletin Boards</u>: The Employer agrees to provide suitable space for the Union bulletin board in each garage, terminal or place of work, Postings by the Union on such boards is to be confined to official business of the Union.

Section 3. Benefit and Fund Reports: The Employer agrees to post a copy of the Health & Welfare Fund, Teamsters Pension Fund and Savings & Investments Plan remittance report by the 20th of each month for the previous month's payment.

Any posting of contributions made pursuant to Article 33, Article 34, and Article 35, shall not include social security numbers and addresses.

#### ARTICLE 22 Split Shifts

There shall be no split shifts between 8:00am and 5:00pm. When a regular employee is called or recalled to work after 5:00PM and is instructed to report within three (3) hours of the time he has previously concluded his work on that day, such intervening time, excluding time for meal periods, shall be considered working time.

#### ARTICLE 23 Non-Discrimination

<u>Section 1</u>. The Employer and the Union agree not to discriminate against any individual, on account of race, color, religion, disability, veterans status, sex, sexual orientation, national origin, genetic information, pregnancy, age, or handicap.

<u>Section 2</u>. There shall be no unlawful discrimination against any Employee because of Union membership or activities.

#### ARTICLE 24 Inspection Privileges

Authorized agents for the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to; provided, however, that there is no interruption of the firm's working schedule.

### ARTICLE 25 Meal Period

There shall be a 30 minute paid lunch and two 15 minute paid breaks for every 8 hours of work.

### ARTICLE 26 Workweek and Rates of Pay

Section 1. The following classifications and rates of pay shall apply to all work:

Contract Term: 1/09/14 - 3/31/16

Wage Changes	4/1/10	4/1/11	4/1/12	41113	471/14	4/1/15
Trailer Drivers	22.125	22,625	23.125	25.82	27.16	28.40
Straight Truck Drivers	21.825	22.325	22.825	25.52	26.86	28.10
Packer	21.375	21.875	22.375	25.07	26.41	27.65
Installer	21.375	21.875	22.375	25.17	26.51	27.75
Helper	21.325	21,825	22.325	25.02	26.36	27.60

Annuity payments will be made at the contract rate for all hours worked at regular time and one and a half times for all overtime hours worked.

Any further increases in the Health and Welfare or Pension Rates, will be subtracted from the wage increases outlined above.

Commercial Foreman: The Employer will continue to designate Employees as Commercial Foreman as it has in the past. Employees so designated shall receive \$.40 per hour over their regular rate if the Employee is not running a job. If the Employer designates an Employee as a commercial foreman to run a job, the Employee shall receive \$1.00 per hour above his regular rate for all hours during which he is assigned to such classification. The Employer will designate a commercial foreman on all jobs often or more. Work orders will identify commercial foreman by CF designation.

<u>Rigging Foreman</u>: If the Employer designates an Employee as a rigging foreman on any job, the Employee shall receive \$.25 per hour above his regular rate for all hours during which he is assigned to such classification; provided no premium shall be paid to anyone assigned as rigging foreman on household rigging. Otherwise, present practice shall prevail.

<u>Warehouse Foreman</u>: If the Employer designates an Employee to be permanent warehouse foreman, then the Employee is first in line for warehouse work, including overtime and last in line for non-warehouse work and non warehouse overtime. In the event of an emergency, the warehouse foreman may leave the warehouse to handle emergency. The Employer will designate warehouse foreman for at least 30 days, except for vacation fill-ins. Warehouse foreman will receive \$.25 per hour over his regular rate of pay.

<u>Installation Foreman</u>: If the Employer designates an Employee as an installation foreman on any job, the Employee shall receive \$1.00 per hour above his regular rate of pay for all hours worked during which he is assigned as foreman. Employees who are interested in becoming qualified as installers shall notify the Employer of their interest. An installation foreman will not be required when re-assembling furniture, returns, or bolting files.

The titles Commercial Foreman, Rigging Foreman, and Warehouse Foreman do not carry any seniority.

Whether any unit Employees shall be assigned as commercial foreman on the job, and the selection of any such Employee shall be within the sole discretion of the Employer except as limited above. Any Employee now receiving more than \$.40 per hour for such assignment shall suffer no reduction in pay, but shall receive no increase as the result of this clause, and any Employee now receiving premium for such work which is less than \$.40, shall receive the difference between what he is now receiving and \$.40.

The forgoing paragraph shall apply equally to a rigging foreman and to a warehouse foreman except that the premium rate for a warehouse foreman shall be based upon \$.25 per hour.

Section 2. When Employees have to remain away from home overnight, it shall be considered long-distance work, and with respect to such work, including Saturdays, Sundays and recognized holidays, such Employee shall, for the duration of this Agreement, be paid at a rate of \$.25 higher than their straight-time rate as described in Section 1, for all hours worked. Such premium shall begin when the Employee begins the long-distance trip and shall end when the Employee returns. However, when engaged in long-distance work on Saturdays, Sundays, and recognized holidays, and the truck is idle on these days, then the Employees shall receive a regular day's pay at the straight-time rates specified in Section 1.

Any Employee covered by this Agreement who makes a long-distance move shall be guaranteed ten (10) hours' pay at the regular hourly rate on all outgoing trips from the home terminal. Return trips to the home terminal shall be compensated by payment for actual hours worked. On all such work, each man shall receive \$27.00 per night for lodging and \$6.00 per breakfast meal, \$7.00 per lunch meal and \$8.00 per dinner meal.

Section 3. The standard workweek shall be five (5) consecutive days, Monday-Friday. Whenever a regular Employee is ordered to report for work and does report at the time specified on a regular work day (excluding Saturdays, Sundays, and holidays), such Employee shall be guaranteed not less than eight (8) hours of work or pay and shall work until dismissed; provided, that this guarantee shall not apply to premium time work or in cases where the Employer fails to provide work because of and Act of God, such as fire or storm the Employer's or customer's place of business; provided further, that if other conditions beyond the Employer's control result in a cancellation of work, a regular Employee who is ordered to report and does report at the time specified on such regular workday shall be guaranteed no less than eight (8) hours of work or pay if assigned to work, or four (4) hours of pay if not assigned to work on such a day.

Employees who are assigned work during the standard workweek, which involves overtime work, shall complete all such work assignments unless excused by the Employer. All work performed in excess of eight (8) hours per day shall be compensated for at the overtime rate of time and one-half. All commercial and exhibit work after 5:00 P.M. shall be compensated for at the rate of time and one-half. All work performance on Saturday, Sunday, or a holiday shall be compensated for at time and one-half the straight time rate of pay with a guarantee of four (4) hours.

The Employer agrees to pay double-time to Employees on Holidays when the Employer gets paid double time rates.

Overtime is a required condition of employment and shall not exceed 1:00 A.M., unless mutually agreed upon between the Employer and the Employees on Commercial, Local Household, local Work and etc.

Any Employee who prefers not to work on a Saturday shall notify the Employer by signing a notice prior to the opening of the business on the Friday preceding such Saturday. Said notice will be posted by the Employer. Work on Saturday shall be first offered to those qualified Employees who have not signified their preference not to work, in order of seniority. If necessary such Saturday work will then be assigned, in inverse order of seniority, to those qualified Employees who have signified their preference not to work on Saturday.

Work on Sunday or a holiday shall first be offered to qualified Employees, in order of seniority. If necessary, such work will then be assigned to qualified Employees in inverse order of seniority.

In the event an Employee does not report to work as scheduled on a Saturday, Sunday, or Holiday, or during the workweek, the Employer may assign any Union member, if available, or if not available: to anyone, to replace the Employee who has failed to report.

In the event an unforeseen emergency arises on Saturday, Sunday or Holiday, requiring additional Employees on that day, the Employer may assign anyone to perform such work on such day.

An Employee's workday shall start at the garage and end at the garage.

Section 4. The rate of pay for any day shall be the rate for the highest classification in which an Employee works on that day; provided, however, that such time spent shall exceed two (2) hours. The Employer may assign any Employee to any job classification as the Employer sees fit. An Employee's regular pay rate shall not be reduced because of a temporary assignment.

Section 5. It shall be the duty of each Employee to notify his Employer by 4:00 P.M. of the previous day if he is unable to report for work. It shall be the duty of the Employer to notify the Employees by 4:00 P. M. if there is no work for the following day.

Section 6. Normal starting time on Monday through Friday shall be not before 6:45 A.M. and not after 8:00 A.M. A regular Employee instructed to report prior to 6:45 A.M. shall be paid time and one-half until 6:45 A.M.; provided, however that this Section shall not apply to Saturdays, Sundays, or holidays. An Employee shall be paid from the time he reports to work, as directed, in accordance with this Article.

Section 7. Notwithstanding Section 3, Employees may be employed for not less than four (4) hours at straight-time rates for local household moving, for any packing performed in the local area and for warehouse pickups and deliveries in the local area. Any work on which the four-hour (4) minimum of this Section is to be applied shall be assigned to the lowest qualified seniority Employees to be engaged that day. For purposes of pension, health and welfare, saving & investment, vacations, holiday entitlement, and premium days, each such four-hour (4) minimum day shall be counted as a full eight-hour (8) day.

### ARTICLE 27 Vacations

<u>Section 1</u>. The normal vacation period shall be between April 1 and March 31, of each year. Employees who are in the Employer's employ on April 1st shall be entitled to a paid vacation during the vacation period as follows:

Year 1 — one (1) week vacation Year 2-7 two (2) weeks vacation Year 8-14 three (3) weeks vacation Year 15-19 — four (4) weeks vacation Year 20 and up — five (5) weeks vacation

Vacation shall be paid on the basis of their earnings for the previous calendar year ending December 31, one fifty -second (1/52<sup>nd</sup>) of their earnings for each week of vacation, but not less than 40 hours pay per week.

If the Employer determines that the needs of the business will not permit all Employees seeking a particular vacation period to take their vacation at that time, such conflict shall be resolved on the basis of seniority.

Section 7. Employees entitled to more than twelve (12) days' paid vacation under this Agreement will be permitted to take at least twelve (12) such days during the normal vacation period.

<u>Section 8</u>. When computing vacation eligibility, vacation days paid to the Employee during the year will count as days worked.

#### ARTICLE 28 Holidays

New Year's Day
Labor Day
Washington's Birthday
Patriot's Day
Thanksgiving Day

Independence Day
Washington's Birthday
Veteran's Day
Christmas Day

Martin Luther King's Day
Columbus Day
Memorial Day

A regular Employee shall, in addition to a day's pay for the holiday, be paid time and one-half for all hours worked on that day.

Regular Employees not called in on the above-specified holidays shall receive a regular day's pay for same, provided they work one (1) day during the holiday workweek

If a holiday falls during a week when an Employee is on vacation, the Employer shall, in its discretion, either grant the Employee an additional day off with pay or pay him an additional day's pay. If the Employer chooses to grant an additional day off with pay, he shall make arrangements with the Employee in advance of the vacation. It is understood that this paragraph is not applicable to an Employee who receives vacation pay while on lay-off status.

We accept celebrating Union Holidays on the same day as the Commonwealth of Massachusetts.

All Regular Employees will receive one (1) paid Personal Holiday per year.

### ARTICLE 29 Pay Period

All regular Employees covered by this Agreement shall be paid in full each week. Not more than four (4) days' pay shall be held on such Employees. All other Employees shall be paid at the end of their working period, or between 8:00 A.M. and 4:00 P.M. the following workday, or such pay shall be mailed to their home.

When the regular payday occurs on a holiday, Employer shall pay the Employee on the regular workday immediately preceding the holiday. If an Employer is unable to meet the requirements of this paragraph because it utilizes a computerized payroll, the Employer shall pay the Employees on the first working day following the holiday.

Each Employee shall be provided with an itemized statement of gross earnings and an itemized statement of all deductions made for any purpose.

#### ARTICLE 30 Subcontracting

For the purpose of preserving work and job opportunities for the Employees covered by this Agreement, the Employer agrees that during the term of this Agreement, the Employer agrees that work presently being performed by the members of the bargaining unit, unless the Employer first bargains with the Union concerning the decision to subcontract and the effect thereof, provided, however, that Employer will not subcontract any such work if it results in the layoffs of any Employee or Employees.

Notwithstanding the foregoing, the Employer may subcontract long-distance moving work at its discretion.

### ARTICLE 31 Jurisdictional Dispute

In the event that any dispute should arise between the Union and any other Union, relating to jurisdiction over Employees or operations covered by this Agreement the Employer agrees to accept and comply with the decision or settlement of the Union or Union Tribunals, which have the authority to determine such dispute.

### ARTICLE 32 Lie Detector Test

The company shall not require, request or suggest that an Employee or applicant for employment take a polygraph or any other form of lie detector test.

#### ARTICLE 33 Health and Welfare Fund

For the duration of the current collective bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments for each and every Employee performing work within the scope of and/or covered by this collective bargaining Agreement, whether such Employee is a regular, probationary, temporary, or casual Employee.

- (a) Commencing with January 9, 2014, through March 31, 2016, the Employer shall contribute to the Teamsters Local Union No. 25 Health and Welfare Fund the sum of \$12.21 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$488.40 per week for any one Employee.
- (b) Commencing with April 1, 2014, through March 31, 2016, the Employer shall contribute to the Teamsters Local Union No.25 Health and Welfare Fund the sum of \$13.44 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$537.60 per week for any one Employee.
- (c) Commencing with April 1, 2015 through March 31, 2016, the Employer shall contribute to the Teamsters Local Union No. 25 Health and Welfare Fund the sum of \$14.79 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$591.60 per week for any one Employee.
- (d) If on sound actuarial basis contributions are in excess of funds required to maintain present benefits at their existing level or if increased cost of present benefits require additional contributions to maintain them at their existing level, then the method or rate of contributions may be re-opened for negotiations by either party.
- (e) For the duration of the current collective bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local No. 25 Health and Welfare Fund as follows:
  - 1) 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 vacations, paid holidays and other hours for which pay is received by the Employees, shall be counted as hours for which contributions are payable.

Each hour worked on each regular or extra Employee, even though such Employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and although contributions may be made for those weeks into some other Health and Welfare Fund.

- 2) 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 Teamsters Local Union No. 25 Health and Welfare Fund. It is agreed that in the event the Employer is delinquent at the end of a period in the payment of his contribution to the Teamsters Local Union No. 25 Health and Welfare Fund in accordance with the rules and regulations of the Trustees, after the proper official of the Local Union has given seventy-two (72) hour notice to the Employer of such delinquency in Health and Welfare 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 -n the event such action is taken the Employer shall be responsible to the Employees for losses resulting there from.
- 3) If the Employer fails to make contributions to the Teamsters Local Union No. 25 Health and Welfare Fund within seventy-two (72) hours after the notice of delinquency set forth in paragraph (h) (3), the Local Union 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 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.
- (f) Employee Trustees under such Agreement and ratify all action already taken, or to be taken by such Trustees within the scope of their authority.
- (g) All Employers contributing hereunder shall post each month at each place of business where Employees have easy access thereto an exact copy of the remittance report form of contributions sent to the fund.
- (h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed the Health and Welfare and the Local Union serves a seventy-two (72) hour notice of delinquency set forth in paragraph (h) (4) of this Article, such Employer after satisfying the delinquency and becoming current and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or further delinquencies during the term of this Agreement.
- (i) Health and Welfare: If a regular Employee does not achieve health insurance Coverage during the qualifying period by applying all hours worked in the industry, or applying any terms of the trust Agreement and, if the regular Employee worked at least 600 hours, including overtime, for the Employer during the qualifying period, then the Employer will make the appropriate hourly contribution for each hour regardless of the weekly cap, in order for the regular Employee to achieve 600 hours during the qualifying period, provided the regular Employee is not covered by another plan, i.e., a spouse's plan, and if the regular Employee is not failing to qualify because of the Employee "booked off".

(j) Health and Welfare: if a regular Employee (Listman): Is absent because of illness or off-job injury for more than one (1) week and notifies the Employer of such absence, the Employer shall continue to make the required contributions of thirty-two (32) hours per week for a period of not more that four (4) weeks. If a regular Employee (Listman) is injured on the job the Employer shall continue to pay the required contributions until such Employee returns to work, provided however, such contributions shall be for thirty-two (32) per week and shall not be paid for a period of more than six (6) months.

#### ARTICLE 34 Pension Fund

- (a) This Pension Article shall supersede and prevail over any other inconsistent provisions or articles contained within this Agreement.
- (b) Commencing with January 9, 2014 and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Trucking Industry Pension Fund, Alternative Schedule of Benefits and New Employer Withdrawal Liability Pool, for each and every employee performing work within the scope of and/or covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due the Employer shall make a contribution of \$6.25 to the New England Teamsters and Trucking Industry Pension Fund but not more than \$250 per week for any one employee from the first hour of employment in such week.

(1) The Employer agrees to make contributions up to a maximum of forty (40) hours in behalf of all regular employees who may be on layoff status during any payroll period but has completed three (3) days of work in that payroll period.

For purposes of this section, 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 shall be determined by dividing that employee's gross earnings for the week by the current hourly rate. Gross earnings shall include any other hours paid for, such as waiting time, breakdown time, pick-up and drop-off time, subject to the maximum weekly amount 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.

- (c) 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.
- (d) 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.
- (e) 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 Section 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 (20<sup>th</sup>) 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.

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 compensations.

Contributions to the Pension Fund must be made for each week on each regular or extra employee, even though such employee may work only part time under the provisions of this contract, including weeks where work is performed for the Employer but not under the provisions of this contract, and, although contributions may be made for those weeks into some other Pension Fund.

- (f) No oral or written modification of this section 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 this collective bargaining agreement and covered by this section or upon the Trustees of the New England Teamsters and Trucking Industry Pension Fund.
- (g) All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Fund.
- (h) Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Pension Fund and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.
- (i) In the event the Negotiating Committee of the National Freight Agreement shall decide to apply additional increases to the Pension Fund, the Employer shall upon receipt of written notice from the Union increase its contributions to the New England Teamsters and Trucking Industry Pension Fund in the amounts indicated on the same effective dates.

# ARTICLE 35 Savings and Investment Plan

This Article shall supersede and prevail over any other inconsistent provisions or Articles contained within the Agreement.

(a) Commencing with January 9, 2014, and for the duration of the current collective bargaining Agreement between Local Union No. 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Local Union No. 25 Savings and Investment Fund (Saving and Investment Fund) for each and every Employee performing work within the scope and/or covered by this collective bargaining Agreement, whether such Employee is a regular, probationary, temporary or casual Employee, irrespective of his status as a member or non-member of Local Union, from the first hour of employment subject to this collective bargaining Agreement, as follows:

- 1) For each hour or portion thereof, figured to the nearest quarter hour for which an Employee received pay or for which pay is due, the Employer shall make a contribution of \$.60 to the Savings and Investment Fund for any one Employee from the first hour of employment in such week.
- 2) Commencing with April 1, 2015 for each hour or portion thereof, figured to the nearest quarter hour for which an Employee received pay or for which pay is due, the Employer shall make a contribution of \$.75 to the Savings and Investment Fund for any one Employee from the first hour of employment in such week.
- 3) For the purposes of this section, 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, paid personal days and other hours for which pay is due or received by the Employee, shall be counted as hours for which contributions are payable. For all hours paid at a rate greater than straight time, the hourly contribution to the Savings and Investment Fund will be increased by an identical multiple. For example, for all hours paid at time and one half, the then current hourly contribution level shall be multiplied by 1.5.
- (b) The Employer agrees to and has executed a copy of Teamsters Local Union No. 25 Savings and Investment Fund Agreement and Declaration of Trust dated April 1, 1994, and accepts such Agreement and Declaration of Trust, 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 Savings and Investment Plan adopted by the Trustees Savings and Investment 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 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 Savings and Investment Fund and adherence to the requirements of this section 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 Savings and Investment Fund.

# ARTICLE 36 Group Legal Services Fund

This Group Legal Services Article shall supersede and prevail over any other inconsistent provisions or articles contained within this agreement.

Commencing with January 9, 2014, and for the duration of the current collective bargaining agreement between Local Union 25 and the Employer, and any renewals or extensions thereof, the Employer agrees to make payments to the New England Teamsters and Subscribing Employers Group Legal Services Fund (hereinafter referred to as the "Group Legal Services Fund") for each and every employee performing work within the scope of and/or

covered by this collective bargaining agreement, whether such employee is a regular, probationary, temporary or casual employee, irrespective of his status as a member or non-member of the Local Union, from the first hour of employment subject to this collective bargaining agreement as follows:

For each hour or portion thereof, figured to the nearest quarter hour for which an employee receives pay or for which pay is due, the Employer shall make a contribution of \$0.15 to the Group Legal Services Fund from the first hour of employment, up to a maximum of forty (40) hours per week.

For purposes of this section, 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, provided however, that contributions shall be payable from the first hour of employment, up to a maximum of forty (40) hours per week.

The Employer agrees to and has executed a copy of the New England Teamsters and Subscribing Employers Group Legal Services Fund Agreement and Declaration of Trust dated November 30, 1989, (hereinafter referred to as the "Trust Agreement") and accepts such Trust Agreement, 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 Trust Agreement.

The parties agree that the Plan adopted by the Trustees of the Group Legal Services 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 Group Legal Services Fund as a deduction for income tax purposes.

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 Group Legal Services Plan and adherence to the requirements of this section 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 Group Legal Services Fund.

If the Employer shall fail to make contributions to the Group Legal Services Plan by the twentieth (20<sup>th</sup>) 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 Group Legal Services Plan 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 Group Legal Services Plan 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.

No oral or written modification of this section regarding Group Legal Services Plan contributions 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 this collective bargaining agreement and covered by this section or upon the Trustees of the Group Legal Services Plan.

All Employers contributing hereunder shall post each month at each terminal or other place of business where employees have easy access thereto an exact copy of the remittance report form of contributions sent to the Group Legal Services Plan.

Whenever an Employer signatory to this Agreement becomes delinquent in contributions owed to the Group Legal Services Plan and the Local Union serves a 72-hour notice of delinquency set forth in this Agreement, such Employer after satisfying the delinquency and becoming current, and then during the term of this Agreement becomes delinquent again, shall be required to post a performance bond to satisfy that second delinquency and/or any further delinquencies during the term of this Agreement.

# ARTICLE 37 New England Teamsters Local 25 Savings & Investment 401k Plan

- (a) The Employer hereby agrees to participate in the New England Teamsters Local 25 Savings & Investment 401(k) Plan ("the Plan"), administered by Daily Access or its successors, on behalf of all employees represented for purposes of collective bargaining under this agreement.
- (b) The Employer will make or cause to be made payroll deductions from participating employees' wages, in accordance with each employee's salary deferral election subject to compliance with ERISA and the relevant tax code provisions. The Employer will forward the withheld sums to Daily Access or its successors in such form and manner as required pursuant to the Plan and Declaration of Trust (the "Trust").
- (c) The Employer will execute a Participation Agreement with New England Teamsters Local 25 Savings & Investment 401(k) Plan, Daily Access or its successors, and the Trustees of the Plan, evidencing Employer participation in the Plan effective prior to any employee deferral being received by the Plan.

### ARTICLE 38 Verification of Contribution

The Employer agrees that a copy of the employee remittance slips covering the health and welfare, savings and investment, and pension contributions made pursuant to Article 33, 34, and 35 shall be given to the Steward without social security numbers or addresses.

### ARTICLE 39 Funeral Leave

In the event of a death in a regular Employee's immediate family; i.e. father, mother, sister, brother, son, daughter, spouse, grandparent, and grandchild, or father-in-law, or mother-in-law, it is recognized by the parties that such Employees may need time off from the day of the death to the day of the funeral. If any of these days off are the Employee's scheduled working days, the Employee shall suffer no loss in pay, exclusive of overtime, but not to exceed a maximum of three (3) days, and an additional day, if the funeral takes place outside the Commonwealth of Massachusetts.

The Employer may demand from the Employee verification of death, such as an obituary notice and may also demand verification of the relationship between the Employee and the deceased.

### ARTICLE 40 No Strikes - No Lockouts

The Union agrees that, except as otherwise expressly provided in this Agreement, including Article 7, Section 4, as long as this Agreement is in effect, there shall be no strikes, slowdowns, or stoppages of work.

The Employer agrees that as long as this Agreement is in effect there shall be no lockouts. There shall be no permanent replacement of pickets.

# ARTICLE 41 Management Rights

All rights, functions and prerogatives of the management of the Employer shall remain vested exclusively in the Employer, except as changes by this Agreement, including as protected by the provisions of Article 6 (Maintenance of Standards).

#### ARTICLE 42 Owner-Operators

The Employer and Union agree that they will make every reasonable effort to encourage any owner-operators with whom they have contact to employ Employees represented by the Union for loading and unloading in the Greater Boston area and to encourage said owner-operators to follow the same working conditions as practiced by the Industry in the Greater Boston area.

It is further agreed that the refusal of any Employee to work for any owner-operator shall not be grounds for discipline of any kind by the Employer.

Nothing in this Agreement shall be construed or interpreted to mean that any owner-operator is an Employer or an Employee as defined herein.

#### **OPTIONAL:**

The Employer may have percentage drivers on long-distance work (but not for local work). The Employer shall be responsible for the Health and Welfare and Pension Contributions.

#### ARTICLE 43 General Provision

The Employers agrees and acknowledges that the Union has entered into this Agreement upon the express agreement of the parties that Pinnacle Moving and Storage will not perform any work covered by this Agreement in the cities of Boston or Cambridge.

### ARTICLE 44 Duration of Agreement

This Agreement shall be in full force and effect from January 9, 2014 to and including March 31, 2016, and shall remain in full force and effect from year to year thereafter unless either the Union or the Employer gives notice in writing, to the other, of a desire to terminate or modify the Agreement, such written notice to be presented one to the other at least sixty (60) days prior to the date of expiration of this Agreement.

### ARTICLE 45 Agreement

The Undersigned Employer and the Undersigned Union agree to be bound by all the terms and provisions of this Agreement.

If changes or amendments are desired, written notice containing a list of the change or amendments shall be sent, one party to the other, at least sixty (60) days prior to the expiration of this Agreement. During such period, conferences shall be held to discuss modification or termination of the Agreement.

TEAMSTERS LOCAL UNION NO. 25

Sean M. O'Brien
President/Principal Officer

Steven J. South
Business Agent

Date

TEAMSTERS LOCAL UNION NO. 25

Sean M. O'Brien
President/Principal Officer

Date

#### Causeway Moving & Storage

#### Side Letter of Agreement

- 1. All Drivers on the Seniority List as of March 31, 2010 will be paid Drivers pay for all hours worked for the duration of the contract
- 2. Any further increase in the Health & Welfare and Pension contributions will be deducted from the Wage Increase.
- 3. Employer agrees not to contest an unemployment claim by asserting that an Employee is an "on-call" Employee.
- 4. Uniforms and Appearance -Employer issued uniforms will be worn at all times, including Employer issued T-shirts, sweatshirts, and vests. Employees may wear their own hats if not obscene or shabby. Also Employees will be clean-shaven and well groomed at all times. In addition spares must wear their own gray pants.

#### **IMPORTANT**

WHEN LEAVING CRAFT, CONTACT YOUR

SHOP STEWARD OR BUSINESS AGENT

OR THE UNION OFFICE TO REQUEST

A WITHDRAWAL CARD,

OTHERWISE YOU WILL BE REQUIRED TO

CONTINUE PAYING YOUR MONTHLY DUES.