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AGREEMENT
BETWEEN
BATESVILLE LOGISTICS, INC.
AND
LOCAL UNION NO. 813, I.B.T.
Affiliated with
INTERNATIONAL BROTHERHOOD OF TEAMSTERS

45-18 COURT SQUARE, SUITE 600
LONG ISLAND CITY, NEW YORK 11101
(718) 937-7010

EFFECTIVE MARCH 01, 2011 through FEBRUARY 28, 2015
(COVERING DRIVER-WAREHOUSEMEN)

ADMINISTRATION
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PREAMBLE

Agreement made this 1st day of March, 2011, by and between LOCAL 813 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter called "Union" and BATESVILLE LOGISTICS, INC., hereinafter called "Employer."

WITNESSETH:

WHEREAS, the collective bargaining agreement between the parties expired by its term on February 28, 2011,
WHEREAS, the parties have met and agreed upon the terms and conditions of a new collective bargaining agreement,

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

ARTICLE 1
RECOGNITION OF THE UNION

The Employer recognizes the Union as the exclusive bargaining agent for all Driver-warehousemen of the Employer at its locations within the New York City metropolitan area, i.e. Port Washington, New York location as well as the Moonachie, New Jersey location except those employees not eligible for membership in the union in accordance with the Labor Management Relations Act of 1947, as amended with respect to wages, hours, and other conditions of employment.

ARTICLE 2
UNION SECURITY

Section 2.01. It shall be a condition of employment that all employees covered by this agreement who are members of the Union in good standing on the execution date of this agreement shall, in strict accordance with the applicable provisions of the Labor Management Relations Act of 1947, as amended, remain members in good standing and those who are not members on the execution date of this agreement, or the effective date, whichever is later, shall, on or after the 30th day following said date, become and remain, members in good standing in the Union. The Employer shall not retain in employment any person unless he is or becomes a member of the Union as herein before set forth and upon notification by the Union that any such employee is not a member in good standing to discharge said employee. 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 Section 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 this Section is invalid under the law of any State wherein this agreement is executed, such provision shall be deemed 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 mutual satisfactory agreement the Union shall be permitted all legal or economic recourse.

Section 2.02. Upon written notice by the Union that any Driver-warehouseman has failed to become or remain a member in good standing as required above, the Employer shall suspend such employee without pay for a 24 hour period to afford the employee the opportunity to obtain or regain good standing, failing which, said Driver-warehouseman will be discharged forthwith. In the event an Employer fails to discharge the employee, the Employer shall be liable for the damages suffered by the Union and its members due to the Employer's improper employment of such employee. All damages shall be limited to damages equal to the unpaid dues, initiation fees and assessments, arbitrator's fees if any and lost wages and Fund contributions on behalf of the appropriate employee. All damages shall begin to accrue 24 hours after the date of the receipt of said written notice.

Section 2.03. If the Employer violates this Section by failing to discharge an employee who has failed to become or remain a member in good standing as required above, the Union shall thereupon have the right to take such action, including strike, as it may deem necessary to enforce compliance.
ARTICLE 3
DUES CHECK-OFF

Section 3.01. On the first weekly pay day in each calendar month the Employer, if authorized by each Driver-warehouseman by written assignment, will deduct from his wages a sum equal to such Driver-warehouseman’s dues and/or initiation fees and/or uniform assessments owed the Union and remit the same to the Union or its duly authorized representative not later than the 10th day of the month. In the event there are no earnings or wages due on the first weekly pay day of any month, the Employer shall deduct from the first wages due thereafter the dues and/or initiation fees and/or uniform assessments so owed and be turned over to the Union within one week from the time such deductions are made. It is understood that this provision is subject to the laws and requirements of the Labor Management Relations Act of 1947, as amended. The Employer shall give immediate notice to the Union in writing when a check off is revoked by any employee.

Section 3.02. Should the Employer fail to deduct from the wages of Driver-warehousemen the dues and/or initiation fees and/or uniform assessments pursuant to authorization submitted, the Employer shall nevertheless be liable to the Union for an equivalent amount thereof on the dates the same become due after 48 hours notice by the Union. This shall not constitute a waiver of the right of the Employer to collect or recover such monies from the Driver-warehouseman.
ARTICLE 4
RECOGNITION OF THE COMPANY

Except as specifically modified by the provisions of this agreement, the management of the business and the direction of the employees, including for example, but not limited to, the right to hire, assign, reassign, train, promote, transfer, reduce, suspend or discharge for just cause, the right to determine the means, methods, and schedules of work, and the right to determine the work to be done, the equipment to be used, the equipment or products to be purchased, leased, or acquired from others, the right to require an employee to submit to drug and/or alcohol testing provided reasonable safeguards and procedures are followed or an otherwise required by law, and the right to require applicants to submit to drug testing are vested exclusively in the Company. This section shall not override any specific limitations upon management discretion expressed in this agreement. The provisions of this agreement are subject to the requirements of the Americans with Disabilities Act.

ARTICLE 5
MINIMUM WAGES

Section 5.01. Driver-warehousemen shall receive the following minimum wages:

From March 1, 2011 through February 29, 2012:
$1,034.00 per week for 40 hours of straight time
$25.85 per hour for straight time
$38.775 per hour for overtime
$206.80 for straight time day
$517.00 for work on holidays
$77.55 per hour for overtime work on holidays or Sundays

From March 1, 2012 through February 28, 2013:
$1,034.00 per week for 40 hours of straight time
  $25.85 per hour straight time
  $38.775 per hour for daily overtime
  $206.80 for straight time per day
  $517.00 for work on holidays
  $77.55 per hour for overtime work on holidays or Sundays

From March 1, 2013 through February 28, 2014:
$1,054.00 per week for 40 hours of straight time
  $26.35 per hour straight time
  $39.525 per hour for daily overtime
  $210.80 for straight time per day
  $527.00 for work on holidays
  $79.05 per hour for overtime work on holidays or Sundays

From March 1, 2014 through February 28, 2015:
$1,078.00 per week for 40 hours of straight time
  $26.95 per hour straight time
  $40.425 per hour for daily overtime
  $215.60 for straight time per day
  $539.00 for work on holidays
  $80.85 per hour for overtime work on holidays or Sundays

Section 5.02. Regardless of the foregoing schedule of minimum wages, all Driver-warehousemen shall receive an increase in their present wages of not less than:
  0.50 cents per hour, Effective March 1, 2013
  0.60 cents per hour, Effective March 1, 2014
Each associate active at time of the payment will receive a lump sum in the following schedule:

<table>
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<tr>
<th>Effective Date</th>
<th>Lump Sum</th>
<th>Ratification Bonus</th>
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<tr>
<td>March 1, 2011</td>
<td>$1,000</td>
<td>$3,500</td>
</tr>
<tr>
<td>March 1, 2012</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>March 1, 2013</td>
<td>$500</td>
<td></td>
</tr>
<tr>
<td>March 1, 2014</td>
<td>$500</td>
<td></td>
</tr>
</tbody>
</table>

Section 5.03. The minimum hourly wage scale as herein fixed shall not be reduced during the term of the agreement.

Section 5.04. Driver-warehousemen required to report for work on any day except Sunday and who do report and do not work eight hours through no fault of their own, shall, nevertheless, be paid eight hours pay at the applicable rates, unless the Employer through an Act of God, fire, or explosion shall be compelled to close down.

Section 5.05. The Employer shall continue to grant the workers any and all terms and conditions heretofore granted or hereafter granted or paid, and they shall not be reduced or taken away for the full term of this agreement.

Section 5.06. All Driver-warehouseman work covered by this agreement must be performed only by persons covered by this agreement within the bargaining unit in accordance with the wage rates, terms, and conditions set forth herein.

Section 5.07. Every week each Driver-warehouseman shall be provided with a statement of gross earnings, and an itemized statement of all deductions made for any purpose.
Section 5.08. A new Driver-warehouseman hired after March 1, 1995, shall start at a wage rate equal to 75% of the then existing minimum wage rate for Driver-warehousemen. The new Driver-warehouseman shall remain at 75% of the minimum wage rate applicable to Driver-warehousemen until the date of his/her first anniversary of employment with the Employer. Beginning on the first anniversary of employment, he/she shall be paid 90% of the then existing minimum wage rate for Driver-warehousemen, and he/she shall continue at the 90% level until the second anniversary of his/her employment, at which time he/she shall become eligible for the then existing Driver-warehouseman minimum wage rate. A new Driver-warehouseman shall also be eligible for any bonuses paid to Driver-warehousemen in the same proportions as he/she is entitled to hourly compensation.

Section 5.09. All employees hired after March 1, 1995, who report to work on their regularly scheduled day off or Sunday will receive four (4) hours minimum payment or payment for hours actually worked, whichever is greater.

Section 5.10. Inside workers shall receive the following minimum wages:

- Effective March 1, 2011: $18.90/hour
- Effective March 1, 2012: $18.90/hour
- Effective March 1, 2013: $19.40/hour
- Effective March 1, 2014: $20.00/hour

ARTICLE 6
GENERAL WORK DUTIES

Section 6.01. Driver-warehousemen shall perform such duties that are reasonably related to the distribution of the
Employer's product including, but not limited to, delivery, loading and unloading of product, general housekeeping, washing of company vehicles, product repairs, inventory, and inventory administration.

Section 6.02. Inside Warehousemen shall perform certain tasks in the warehouse (not including the work performed in the trim shop) including, but not limited to, casket deluxing duties, inventory control, inventory preparation, and other internal warehouse/loading responsibilities in the Port Washington and Moonachie CSCs. This is a non-driving position.

ARTICLE 7
WORK WEEK, HOURS OF WORK, AND OVERTIME

Section 7.01. The work week shall consist of 40 hours subdivided into five - eight hour work days. The five day week shall consist of Monday through Friday. For new employees hired after March 1, 1995, his/her forty (40) hour work week shall consist of Monday through Saturday. Saturday work for such new employees will only be scheduled following the scheduling of two (2) slots at Moonachie CSC and, one (1) slot at New York Metro CSC are filled by employees hired prior to March 1, 1995.

Section 7.02. All Driver-warehousemen shall be classified as either Regular, Flex, or Part-Time; provided, however, Part-Time Driver-warehousemen shall not exceed 45% of the regular full-time Driver-warehousemen and shall not be used to displace any existing Driver-warehousemen. All Driver-warehousemen hired prior to March 1, 1995 shall be considered to be Regular employees. In addition, all Driver-warehousemen hired after March 1, 1995 and all insider workers shall be considered Flex employees. Start times for Regular employees shall be scheduled
between 4:00 a.m. and 10:00 a.m. and shall be fixed by Management on or before March 1 and September 1 of each year. Start times for Flex or Part-Time employees shall be flexible day to day.

Employees will be assigned to start times/positions by seniority, with the most senior employee selecting first, and then each subsequent selection in order of descending seniority until all start times/positions are filled. Such start times/positions will be maintained during each six-month period (i.e., March 1 to September 1 and September 1 to March 1). Any changes in start times for non-flex positions will be communicated to the shop steward. If an existing employee is assigned to a new CSC or transferred between existing CSCs, his/her start time will be agreed to between the Company and Union.

Section 7.03. The overtime rate is one and one half times the hourly rate beginning after 8 hours worked each day or after 40 hours worked in each work week, whichever is appropriate and shall not be duplicated.

Section 7.04. Those employees regularly scheduled to work on a Saturday shall be paid time and one-half for all hours worked after eight (8) hours. For all work performed after his regular quitting time on Saturday, an additional one half time shall be paid.

Section 7.05. For all work performed on Sunday by Regular or Flex employees, the Driver-warehouseman shall be paid double time and one half. Driver-warehousemen shall be guaranteed a minimum of four hours work or the equivalent in pay when called.
to work on Sunday. For work on Sunday beyond eight hours by Regular or Flex employees, triple time shall be paid.

Section 7.06. Any Regular or Flex Driver-warehouseman called in to work on his scheduled day off shall be paid time and one-half for the eight hour work day.

Section 7.07. Driver-warehousemen shall be given one-half hour for lunch. The lunch period will be midway through his normal shift. In the event a Driver-warehouseman cannot take his lunch ½ hour, he shall be compensated for said ½ hour at time and one-half of his regular rate of pay or, with the approval of management, be given the opportunity to go home early.

Section 7.08. Driver-warehousemen hired prior to March 1, 1995 are hereby guaranteed 52 weeks work in each year, of 40 hours in each week. Any Driver-warehouseman covered by this minimum guarantee of employment who does not make himself available for employment on any day shall not be paid for each day. In the event of a substantial loss of business by any Employer or other legitimate reasons, the parties shall meet to discuss a possible reduction in the workforce of such Employer. However, should the Employer terminate its operations and/or go out of business the guarantee provided for above shall terminate simultaneously. In the event the parties are unable to resolve any dispute arising out of this section such matter in dispute may at the instance of either party be submitted for arbitration in accordance with article 15 hereof.

Section 7.09. All weekend and holiday work schedules will be completed two working days prior to the scheduled workday.
ARTICLE 8
RULES AND REGULATIONS

Section 8.01. Driver-warehousemen shall abide by and follow such reasonable rules and regulations as the Employer prescribes providing the same do not conflict or in any manner attempt to change, modify, nullify any of the terms and conditions of this agreement.

Section 8.02. Only Driver-warehousemen shall deliver caskets, boxes, etc., from any of the Employer’s plants, display rooms, garages, or any of their agencies for delivery to Funeral Directors and other locations.

Section 8.03. The Company has the right to use Inside Warehousemen, to drive and deliver caskets in emergency situations where no Driver-warehousemen are available. For those Inside Warehousemen requested to drive, they will receive Driver-warehousemen pay scale for the time spent driving.

ARTICLE 9
NO SECURITY

No Employer shall require a security of any kind from any Driver-warehouseman.

ARTICLE 10
BREAKDOWNS

In the event of the breakdown of any vehicle, the Driver-warehouseman shall continue to be paid for the remainder of his day’s employment and thereafter at overtime so long as he is required to remain with his vehicle. In the event he is
required to remain away overnight he shall receive his lodging and meals. During such overnight stay away from home, his pay shall continue except for a period not in excess of eight hours during which he is away from his vehicle and is required to sleep.

ARTICLE 11
HOLIDAYS

Section 11.01. Driver-warehousemen not required to work on the following holidays (no matter what day of the week and holiday shall fall or be celebrated) shall be paid for same:

<table>
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<th>Eligible holidays for Employees hired after 2/29/04</th>
</tr>
</thead>
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<tr>
<td>New Year's Day</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Memorial Day</td>
</tr>
<tr>
<td>Independence Day</td>
<td>Independence Day</td>
</tr>
<tr>
<td>Labor Day</td>
<td>Labor Day</td>
</tr>
<tr>
<td>Thanksgiving Day</td>
<td>Thanksgiving Day</td>
</tr>
<tr>
<td>Christmas Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Floating Holiday (5 days) *</td>
<td>Floating Holiday (5 days) *</td>
</tr>
<tr>
<td>Personal Days (1 day) *</td>
<td>N/A</td>
</tr>
<tr>
<td>Employee's Birthday</td>
<td>N/A</td>
</tr>
</tbody>
</table>

All employees must work their regular scheduled shift the day before and the day after the holiday to be eligible for holiday pay, unless the absence is mutually agreed with the CSC Manager prior to the holiday.

* At the request of the employee, the Employer shall grant such days off with pay, by mutual agreement no less than 48 hours in
advance, which shall not be unreasonably withheld based on work conditions at the time.

Section 11.02. Any Regular or Flex Driver-warehouseman ordered to work on any of the said holidays shall be paid a minimum of four (4) hours at double time and a half pay or hours actually worked at double time and a half pay, whichever is greater. For work on such days beyond eight hours, triple time shall be paid. Any Driver-warehouseman working any part of the week before the holiday or any part of the week in which such holidays shall occur shall be paid for each holiday. In the event a Driver-warehouseman is off due to illness and a paid holiday occurs during the first seven calendar days of his illness, then the Driver-warehouseman will be paid for said holiday.

Section 11.03. In the event the Driver-warehouseman's birthday falls on his day off or on a holiday or during his vacation, that Driver-warehouseman shall have another day off in lieu thereof.

Section 11.04. Employees classified as Part-Time shall be entitled to two (2) floating holidays, paid at 8 hours straight time rate.

ARTICLE 12
INSURANCE BY EMPLOYER

Section 12.01. The Employer shall furnish each Driver-warehouseman covered by this agreement with Workers' Compensation Insurance, Disability Benefits Insurance, and such other insurance as is required by Federal or State law. Any Driver-warehouseman injured on the job who goes for medical attention that day shall be paid in full for the day.
Section 12.02. Any Driver-warehouseman required to appear and attend a compensation case hearing, shall be paid for his full day’s pay by his Employer. If the hearing is completed in the morning, he may be required to return to work to complete his day’s work. If the hearing is scheduled to be completed in the afternoon, he may be required to report to work at his scheduled starting time and will be permitted to leave in an appropriate time to attend the hearing. If not assigned to work on this day, he nevertheless shall be paid a minimum of a day’s pay.

ARTICLE 13
PAID VACATIONS

Section 13.01. Regular or Flex Driver-warehousemen shall receive annual vacations to be taken during the vacation period from March 1\textsuperscript{st} through February 28\textsuperscript{th} in each year with full pay in advance as follows:

Those employed six months but less than one year- 1 week (40 hours)

Those employed one year but less than five years- 2 weeks (80 hours)

Those employed five years but less than 10 years- 3 weeks (120 hours)

Those employed ten years but less than 11 years- 3 weeks + 2 days (136 hours)

Those employed 11 years but less than 12 years- 3 weeks + 3 days (144 hours)
Those employed 12 years but less than 13 years - 3 weeks + 4 days
(152 hours)

Those employed 13 years or more-------------- 4 weeks (160 hours)

- A single week of vacation must be taken in a single week block.
- A two week vacation must be taken in two one week blocks.
- A three week vacation must be taken in two one week blocks, and one week of vacation may be taken one day at a time.
- A four week vacation must be taken in two one week blocks, and two weeks of vacation may be taken one day at a time.

Section 13.02. In the event that any of the above mentioned holidays occur during a Driver-warehouseman's vacation period, such Driver-warehouseman's vacation period shall be increased with full pay to include an equivalent number of days to make up for such holidays at his regular rate of pay.

Section 13.03. Vacation eligibility shall be determined from the Driver-warehouseman's employment classification and first day of employment. Employees classified as Part-Time shall not be entitled to any vacation.

Section 13.04. Seniority shall prevail on vacation schedule. The senior man shall have preference in picking vacations.

Section 13.05. The Employer shall post the vacation schedule no later than February 1st of each year. All employees shall post their vacations by May 1, of each year.
Section 13.06. In case of the death of a Driver-warehouseman, his full or prorated vacation pay shall be paid to the surviving spouse, or, if there is none, to his estate.

Section 13.07. In the event that any Driver-warehouseman who has been employed for six months or more leaves his employment or is discharged prior to the vacation period for that year or during his vacation period but without having received his full vacation for that year, then nevertheless such Driver-warehouseman shall receive his full or pro-rated vacation pay at the time he either leaves his position or is discharged.

Section 13.08. Any Regular or Flex Driver-warehouseman, eligible to receive annual vacation, who has worked six day work weeks for at least 19 weeks in the contract year shall have the option to take either (i) five (5) days off with six (6) days pay (i.e., 48 hours straight time pay) or (ii) six (6) days off with six (6) days pay for each eligible week of vacation.

Section 13.09. Vacations of less than three weeks shall be taken in the summer time. The 3rd and 4th week of vacation shall be scheduled outside the summer vacation period unless otherwise agreed to.

Section 13.10. At the request of the employee, the Employer shall grant vacations a day at a time, after the posted vacation schedule has been completed, by mutual agreement no less than 48 hours in advance, which shall not be unreasonably withheld based upon work conditions at the time.

Section 13.11. Employer shall issue all Driver-warehousemen eligible to receive annual vacation a separate check for all vacation pay provided such vacation is taken in increments of
one (1) week or more. Such checks shall be paid in accordance with Employer’s current payroll practices. For vacations of less than one (1) week, such vacation pay shall be paid as part of the Driver-warehouseman’s normal pay.

ARTICLE 14
LEAVES OF ABSENCE

Section 14.01. Driver-warehousemen shall be entitled to leaves of absence with the approval of management and for reasonable cause for a period not to exceed one year except that, in the event of illness, such leave shall not exceed two years. Where necessary and dependent upon conditions in each case, leaves of absence may be extended by mutual agreement. Consistent with applicable law, requests for any leave of absence may be extended by mutual agreement. Consistent with applicable law, requests for any leave of absence associated with (i) the adoption or birth of a child or (ii) the care of an immediate family member (i.e., spouse, child or parent) with a serious health condition shall be permitted up to twelve (12) weeks. Except as specifically provided below, all other non-medical leaves of absence shall not exceed one-hundred and eighty (180) days. Driver-warehousemen shall be required to use all available vacation (less one week) and sick days while on leave.

Section 14.02. Driver-warehousemen called for military service in any branch of the United States Government shall be granted, upon proper notice, an approved military leave of absence consistent with applicable law and, upon completion of such service, shall be reinstated in the job held at the time of entering into such service with continuity of seniority providing such Driver-warehouseman applies for such reinstatement in accordance with the provisions of applicable
law and is physically able to perform Driver-warehouseman's work.

Section 14.03. Any Driver-warehouseman who is called for jury duty service shall be excused from work for the days served and shall receive for each day of jury service the difference between what he received as jury pay and his regular straight time pay.

Section 14.04. Driver-warehousemen shall continue to accumulate seniority during any approved leave of absence.

Section 14.05. Driver-warehousemen returning from an approved leave of absence shall be reinstated to their former position or an equivalent position provided he or she has more seniority than the less senior individual holding such position. If such position is unavailable or inconsistent with any applicable medical restrictions, the returning Driver-warehouseman shall be placed in any open position, with or without reasonable accommodations, consistent with his or her respective skills, ability and seniority.

Section 14.06. Where there is a death in the family of a Driver-warehouseman (spouse, children, step-children, mother or father, sisters, and brothers) the Employer shall give the Driver-warehouseman five (5) consecutive days special leave with full straight time pay. For the death of a grandparent, the employer shall give the Driver-warehousemen three (3) consecutive days special leave with full straight time pay. For the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, the employer shall give the Driver-warehouseman two (2) consecutive days special leave with full straight time pay. For the death of a brother-in-law or sister-in-law, the
employer shall give the Driver-warehousemen one (1) day special leave with full straight time pay.

ARTICLE 15
ARBITRATION

Should any dispute or grievance arise the same shall be taken up by a representative of the Employer and a representative of the Union within 72 hours after demand by either party to the other, and should the designated representatives fail to agree, then either party may apply to the American Arbitration Association (AAA), which shall issue a panel of arbitrators consistent with its rules, provided that all proposed arbitrators must be members of the National Academy of Arbitrators.

It is specifically understood and agreed that legal as well as equitable consideration shall be entertained by the arbitrator in rendering his award and he shall also have the power to include in his award any damages sustained by the Union and/or the Driver-warehousemen resulting from the violation or breach of this agreement by the Employer, and such award shall be final and binding upon the parties and shall be enforceable in any court of competent jurisdiction. The parties agree that any applications, petitions, procedures, enforcement, and jurisdiction concerning the arbitration shall be as provided by the laws of the State of New York, and that service of any notice or demands, may be made personally within or without the State or by ordinary mail or in the manner provided by said laws at the option of the party required to make such service, and shall be deemed sufficient to confer jurisdiction, and deemed in compliance with any and all requirements of said law. The arbitrator’s fees shall be borne equally by the parties.
ARTICLE 16
DISCIPLINE OR DISCHARGE

Section 16.01. No Driver-warehouseman may be discharged, suspended, or disciplined without 72 hours prior notice to the Union except in cases of proven theft of money or goods during working hours or proved to be under the influence of liquor during working hours or proved to possess, use or an attempted sale of illegal drugs or proved to have engaged in workplace violence, or in cases involving serious violations of any Federal, state, or local law punishable as a felony, and first discussed with the Union, and the Driver-warehouseman may be present during such discussion provided however, that if the Union representative does not take up the matter for discussion within 72 hours (Saturdays, Sundays, and holidays excepted) the Employer may take such action as he deems necessary but in no event except as above provided shall the Driver-warehouseman be discharged or suspended unless the 72 hour period has expired. If the claim is not adjusted, the Union may submit it to arbitration as provided above. If the arbitrator finds such discharge, suspension or discipline was not justified, the Driver-warehouseman will be reinstated with full back pay and Trust Fund contributions for all time lost. If such penalty is found to be justified, the Driver-warehouseman shall suffer such penalty without further recourse.

Section 16.02. A Driver-warehouseman designated by the Union to work for the Union on a full time basis shall be granted a leave of absence without loss of seniority for the duration of his full time Union employment.
ARTICLE 17
HIRING - PERIOD OF PROBATION

Section 17.01. Newly hired Driver-warehousemen shall be on probation for a period of 45 calendar days, unless extended by mutual agreement of the parties, and may not be laid off except on at least one week's notice in writing. Driver-warehousemen desiring to terminate their employment with their Employer shall give one week's notice to their Employer of their intention. There shall be no discrimination, interference, restraint, or coercion by the Employer or his agents against any Driver-warehouseman because of membership in the Union.

Section 17.02. The Employer will be permitted to hire Temporary Driver-warehousemen for a period of up to 90 days. This period of time may be extended by mutual agreement between the Employer and the Union. If the Driver-warehouseman is retained by the Employer beyond such temporary period, he shall be deemed a regular employee. While such employee is a temporary employee he shall be covered by all provisions of this agreement. Should he become a regular employee he shall be covered by all provisions of the agreement with no exceptions.

ARTICLE 18
SHOP STEWARD

Section 18.01. The Employer recognizes the right of the Union to designate a steward and where required an alternate steward, in each facility where three or more employees are covered by this agreement. The authority of the Shop Steward and alternates shall be limited to and shall not exceed the following duties and activities: receipt of grievances and presentation to the Union and investigation of same. Shop
Stewards and alternates have no authority to take strike action, or any other action interrupting the Employer's business. In cases of lack of work or layoff, the Shop Steward shall be the last to be laid-off. Shop Stewards and alternates shall not be discriminated against by reason of the position which they hold. The Union maintains the right to remove a Steward at any time. No Shop Steward, alternate, Driver-warehouseman, or group of Driver-warehousemen shall have the right to modify or waive any of the provisions of this agreement or settle any dispute with the Employer. The Employer recognizes the limitation herein set forth upon the authority of the shop Steward and alternates and shall not hold the union liable for any unauthorized acts.

Section 18.02. The Shop Steward shall be paid by the Employer for all time spent in performing his duties as Shop Steward including required time in court or at the National Labor Relations Board or N.Y.S. Labor Relations Board or at any arbitration proceedings in any matter related to this agreement.

**ARTICLE 19**

**GENERAL LEADER**

Wherever and whenever there are three (3) or more Driver-warehousemen in the employ of the Employer, one of them shall be designated by the Employer, upon recommendation of the Union, as a General Leader who shall be paid a premium of 80¢ per hour in addition to the regular hourly rate of pay. He may be removed at any time and shall be replaced by another in the same manner hereinabove provided. A General Leader removed shall thereupon be reclassified to the position he held before such designation, but shall not be reduced in his hourly pay more than 80¢ per hour. When a General Leader is absent, another employee shall be designated to act as temporary General Leader and also paid a
premium of 80¢ per hour in addition to his regular rate of pay during such time.

ARTICLE 20
GROUP LEADER

The Employer may, at its own discretion, select a group leader whose duties shall include, in addition to his usual duties, supervision of other employees. The Employer shall have the right to select, assign, retain, and remove a Group Leader at its sole discretion. Effective March 1, 2007, the Group Leader shall receive a premium of $1.75 per hour in addition to the regular hourly rate of pay. Effective March 1, 2009, the Group Leader shall receive a premium of $2.00 per hour in addition to the regular hourly rate of pay. The Group Leader premium shall be included in the calculation of overtime, holiday pay, vacation pay, sick leave pay, etc.

ARTICLE 21
SENIORITY - CHANGE IN OPERATIONS

Section 21.01. Seniority shall prevail among all Driver-warehousemen for all purposes of reference in employment, re-employment, job opportunity, promotion, or advancement. Seniority shall be determined from original date of employment as Driver-warehouseman. The Employer shall prepare seniority list setting forth the name of each Driver-warehouseman, his date of original hire, and current wage rate. A copy shall be given to the Union. Any discrepancies shall be corrected by the Employer and an up-to-date list submitted to the Union upon request.
Section 21.02. Where the Employer changes any operations, the present Driver-warehousemen and present practices of employment and contract shall prevail at the new plant or location and the displaced Driver-warehousemen affected shall have a right in keeping with their present seniority to move to the new plant or location with all seniority rights. Where the Employer moves he shall first offer employment to present Driver-warehousemen who are affected, at the new plant or location, at their present rates and conditions. Where the Employer presently operates a plant and increases the need for Driver-warehousemen because of the closing of an existing plant and operates back into the area of the closed plant, the Driver-warehousemen affected by the closing of the plant shall have full seniority rights and wages, hours, and conditions presently enjoyed in the area previously serviced.

Section 21.03. There shall be one (1) list for the classifications of Driver-warehousemen and inside warehousemen. Inside warehousemen shall be at the bottom of the list so that all Driver-warehousemen shall be senior to them. In the event of a lay-off, inside warehousemen shall first be laid off before any lay-off can be instituted among Driver-warehousemen.

Section 21.04. Employer agrees to post, and allow inside warehousemen to bid for, any open Driver-warehousemen positions.

ARTICLE 22
NOTICE ON HIRING AND LAYOFF

Section 22.01. The Employer shall notify the Union in writing immediately in cases of discharge, where leaves of absence are granted and when Driver-warehousemen are recalled to work,
giving the names of Driver-warehousemen, dates, and other information regarding the same.

Section 22.02. The Employer shall notify the Union immediately in writing giving the name, address, social security number, date of hiring, and rate of pay upon hiring any new Driver-warehousemen and shall notify the Union in writing of the names of those Driver-warehousemen who have completed their first 30 days of employment within one week after such completion. In the event the Employer fails to notify the Union of a new hire, the Employer shall be liable for all damages suffered by the Union and its members arising out of the Employer's failure to give the required notification to the Union as provided herein.

ARTICLE 23
PICKET LINES, DRESSING ROOMS, UNIFORMS, AND WORK CLOTHES

Section 23.01. It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action nor shall such employee be permanently replaced, in the event any Driver-warehouseman refuses to go through any primary picket line, including primary picket lines at any place or places of business. Nothing herein contained shall be construed to be a contract or agreement, express or implied, which in any manner violates any Federal or State law as presently enacted or as amended or interpreted during the term of this agreement.

Section 23.02. The Employer shall furnish and maintain sanitary, adequate space for changing clothes, lockers, toilets, and washing facilities for Driver-warehousemen. Where the health and safety of any Driver-warehouseman may be affected due to defects in working conditions the Employer shall take immediate steps to correct the conditions. Nothing in this
agreement shall prohibit the Union from authorizing a strike or stop page where the Union has reasonable ground to believe that unsafe conditions prevail after having given advance notice thereof to the Company and allowing sufficient time to correct.

Section 23.03. The Employer shall without cost to the Driver-warehouseman, supply four (4) summer and four (4) winter shirts, five (5) pants, jacket, winter jacket or vest, raingear, and gloves as needed to Driver-warehousemen who do work under such conditions where these items are necessary. These articles shall remain the property of the Employer subject to such reasonable rules and regulations concerning their safekeeping and all old uniforms will be returned when new uniforms are received.

ARTICLE 24
SICK LEAVE

Section 24.01. Those employed one year shall receive three days paid sick leave and those employed two or more years shall receive six days paid sick leave. Any unused portion of sick leave shall be paid at the end of each contract year as an attendance incentive bonus at the rate of 115% of unpaid sick day(s) provided, however, that Employees may elect to accumulate and carry over up to a maximum of seven (7) sick days. At no time shall an Employee’s sick leave bank exceed seven (7) days.

Section 24.02. Driver-warehousemen scheduled to start at or after 8 A.M. who are ill and unable to report for work shall notify the Employer no later than two (2) hours prior to the Driver-warehouseman’s scheduled starting time unless circumstances prevent their doing so. Driver-warehousemen scheduled to start prior to 8 A.M. who are ill and unable to
report for work shall notify the Employer no later than one (1) hour prior to his scheduled starting time unless circumstances prevent their doing so.

ARTICLE 25
NO PRIVATE AGREEMENTS

The Employer shall not enter into individual contracts or agreements of any kind with any Driver-warehouseman which shall in any manner or form change or attempt to change, modify, nullify any of the terms and conditions of this agreement, and any such agreement, if made, orally or otherwise, shall be void and of no force and effect. No Shop Steward, worker, or group of workers shall have the right or authority to alter, violate, or otherwise change any part of this agreement.

ARTICLE 26
EMPLOYER RECORDS

The Employer agrees to maintain an adequate record and system of timekeeping, payrolls, and records pertaining to the employment, rates and hours of pay, payment for insurance, pension, and other conditions provided for in this agreement. All such records shall be made available to an authorized Union representative on demand who shall have the right to inspect the same and make copies thereof. Should the Union consider it necessary, it shall have the right to require the employer to provide and maintain the time clock.
ARTICLE 27
IN CASE OF INVALIDITY

If any provision of this agreement shall be in conflict with any State or Federal law, it shall not in any manner affect any other provisions but that part in conflict will be deemed superseded by such law. If any part of this agreement is held to be or is violative of any law or performance thereunder is held illegal, or invalid then this illegality or invalidity is not to affect the remaining portions of this agreement and such performance shall be excused. The remaining portions of the agreement shall remain in full force and effect and the parties shall immediately meet and negotiate new provisions to take the place of that declared invalid or illegal.

ARTICLE 28
ACCESS BY UNION REPRESENTATIVE - ON THE JOB INJURY - BULLETIN BOARD - CASHING PAY CHECK

Section 28.01. Union representatives, on notice to the front office, shall have access to and shall be admitted to the Employer’s shipping platform and garage for the transaction of Union business to ascertain if the provisions of this agreement are being complied with.

Section 28.02. In the event any Driver-warehouseman is injured while at work, immediate medical attention will be supplied by the Employer.

Section 28.03. The Employer shall furnish a bulletin board at a conspicuous location in the plant and shall permit representatives of the Union to post notices pertaining to Union affairs, etc., on the bulletin board.
Section 28.04. For any employee hired after March 1, 2004, the Employer shall make salary payments by direct deposit to such financial institutions(s) as may be designated by Employee. Employees hired before March 1, 2004 may elect to be paid by check or direct deposit.

Section 28.05. In the event any Driver-warehouseman shall suffer loss of earning opportunity due to error or fault of the Employer because of any violation of this agreement by the Employer or his representative, said Driver-warehouseman shall be reimbursed in full.

Section 28.06. Driver-warehousemen shall accept and follow the orders only of authorized supervision and the names of such authorized supervision shall be submitted to the Union upon request.

Section 28.07. The Company and Union acknowledge that employee involvement can improve morale, product quality, safety, productivity, and the overall environment of the workplace. The parties agree that employees should be encouraged to actively participate in employee involvement.

ARTICLE 29
INSURANCE PLAN

Section 29.01. The amount the Employer shall remit to the Insurance Trust Fund Local 813 for each employee covered by this agreement shall be as follows:

   Effective March 1, 2011: $272.00
   Effective March 1, 2012: $283.00
Effective March 1, 2013: $295.00
Effective March 1, 2014: $320.00

These rates shall be fixed for the duration of this agreement. Where a Regular or Flex employee works or is paid for less than three days in a week, the Insurance fund payments are to be computed and paid as follows:

<table>
<thead>
<tr>
<th>Number of days</th>
<th>1 (40%)</th>
<th>2 (50%)</th>
<th>3 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eff. 3/1/2011</td>
<td>$109.00</td>
<td>$136.00</td>
<td>$272.00</td>
</tr>
<tr>
<td>Eff. 3/1/2012</td>
<td>$113.20</td>
<td>$141.50</td>
<td>$283.00</td>
</tr>
<tr>
<td>Eff. 3/1/2013</td>
<td>$118.00</td>
<td>$147.50</td>
<td>$295.00</td>
</tr>
<tr>
<td>Eff/ 3/1/2014</td>
<td>$128.00</td>
<td>$160.00</td>
<td>$320.00</td>
</tr>
</tbody>
</table>

Section 29.02. Each Driver-Warehousemen and Inside Warehousemen for whom contributions are made by the Company under this Article shall be required to contribute twenty percent (20%) of the total premium charged herein (rounded to the nearest dollar) by having the following amounts deducted from their paycheck:

| Effective March 1, 2011: $54.00 |
| Effective March 1, 2012: $56.60 |
| Effective March 1, 2013: $59.00 |
| Effective March 1, 2014: $64.00 |

Any Regular or Flex employee who works or is paid for less than three days in a week shall contribute as follows:

<table>
<thead>
<tr>
<th>Number of Days</th>
<th>1 (40%)</th>
<th>2 (50%)</th>
<th>3 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eff. 3/1/2011</td>
<td>$21.60</td>
<td>$27.00</td>
<td>$54.00</td>
</tr>
</tbody>
</table>
Section 29.03. Said contributions by the Employer shall be computed from the employee's first day of employment, whether or not said employee is a member of the Union, and shall continue during the full term of this agreement to be used by said Insurance Trust Fund for the purpose of providing to covered eligible employees group life insurance, accidental death and dismemberment benefits, hospitalization, surgical, and other benefits for such members and their families under such rules, regulations, and conditions as may be established by the Trustees of said Insurance Trust Fund. Said contributions being required or deducted from the employees as provided above. For the purposes of ascertaining the payments to be made by the Employer to the Insurance Trust Fund, earnings shall include wages paid in any week and during vacation period.

Section 29.04. The Employer shall provide for each employee covered by the agreement statutory disability benefits as required by State law, the Employer to pay the full cost thereof without any contributions or deductions by the employees.

ARTICLE 30
PENSION PLAN

Section 30.01. The amount the Employer shall contribute to the Local 813 Pension Fund per week for each employee covered by the agreement is as follows:

Effective March 1, 2011: $49.50
Effective March 1, 2012: $54.45

-35-
Where an employee works or is paid for less than three days in a week, the Pension Plan payments are to be computed and paid as follows:

<table>
<thead>
<tr>
<th>Number of Days</th>
<th>1</th>
<th>2</th>
<th>3 or more</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eff. 3/1/2011</td>
<td>$23.00</td>
<td>$25.00</td>
<td>$49.50</td>
</tr>
<tr>
<td>Eff. 3/1/2012</td>
<td>$25.40</td>
<td>$27.40</td>
<td>$54.45</td>
</tr>
<tr>
<td>Eff. 3/1/2013</td>
<td>$28.00</td>
<td>$30.00</td>
<td>$59.90</td>
</tr>
<tr>
<td>Eff. 3/1/2014</td>
<td>$30.95</td>
<td>$32.95</td>
<td>$65.89</td>
</tr>
</tbody>
</table>

Section 30.02. The aforesaid contributions by the Employer shall be computed from the employee’s first day of employment, whether or not said employee is a member of the Union, and shall continue during the full term of this agreement to be used by said Pension Fund for the Purpose of providing pension retirement benefits to covered eligible employees under such rules, regulations, and conditions as may be established by the Trustees of said Pension Fund. Said payments shall be made solely by the Employer without any contributions being required or deducted from the employees. For the purpose of ascertaining the payment to be made by the Employer to the Pension Fund, earnings shall include wages paid in any week and during vacation periods.

Section 30.03. In the event mandatory legislation is enacted requiring reciprocity of coverage by the Pension Plan, or establishing vesting requirements, in either case resulting in additional costs to the Pension Fund, then in that event the Employer agrees to contribute such amounts as are required to cover such additional costs, to a maximum of $2.00 per week per covered employee.
ARTICLE 31
SEVERANCE PLAN

Section 31.01. Effective March 1, 2011, the Employer will contribute to the Local 813 Severance and Retirement Trust Fund the sum of $28.00 per week for each employee covered by this agreement who is paid for any part of the week. Effective March 1, 2013, the Employer will contribute at a rate of $29.00 per week for each such employee.

Section 31.02. The above contributions by the Employer shall be computed from the employee’s first day of employment, whether or not said employee is a member of the Union and shall continue during the full term of this agreement to be used by said Severance Fund for the purpose of providing severance and retirement benefits to covered eligible employees under such rules, regulations, and conditions being required or deducted from the employees. For the purpose of ascertaining the payments to be made by the Employer to the Severance Fund, earnings shall include wages paid in any week and during vacation periods.

Section 31.03. In the event mandatory legislation results in additional costs to the Severance Fund, the Employer agrees to contribute such amounts as are required to cover such additional costs, to a maximum of $2.00 per week per covered employee.

ARTICLE 32
DISPUTES CONCERNING PAYMENTS

The Employer agrees that should there be any claim by any of the Funds mentioned in this agreement as to any discrepancies or disputes concerning payments by the Employer to the respective
Funds, that they or their representatives shall have the right to examine the Employer's books concerning such discrepancies or disputes including payroll book, hours of work records, or other records pertaining to the number of employees and/or the hours worked or paid for. There shall be no cessation for any reason whatsoever (no lapse of time) of payments provided to be made to any or all of the Trust Funds mentioned in this agreement.

The Employer's liability for contributions to the Funds referred to in Articles 29, 30, and 31 of the agreement shall not in any event exceed the amounts expressly provided for in Sections 29, 30, and 31 of the agreement, and the Employer's adoption of and agreement to the Agreements and Declarations of Trust establishing such Funds are hereby so limited.

ARTICLE 33
METHOD AND MANNER OF PAYMENTS

Section 33.01. With every payment made to the aforesaid Funds, the Employer shall submit a list showing the name of each person for whom payment is made and such other information as may be required by the Funds. Failure by the Employer to make the Insurance and/or Pension and/or Severance Plan payments as herein required shall make the Employer personally liable to the employees, or their beneficiaries as the case may be, for the payment of benefits provided under the Plans and the rights of employees or their beneficiaries to collect said benefits shall be enforceable in the same manner and on the same basis as wages.

Section 33.02. Payment to the respective Funds shall be made as follows: Prior to March 1, 2007, the Employer shall pay to each Fund an advance payment equal to four (4) times the amount
of contributions to said Fund for each employee multiplied by the greatest number of employees employed during February, 2007. Such advance payment shall be computed as follows:

- Insurance Trust Fund: $203.00 x 4 x number of employees
- Pension Trust Fund: $45.00 x 4 x number of employees
- Severance Trust Fund: $25.00 x 4 x number of employees

Section 33.03. The advance payments referred to in Section 33.02 hereof shall not be required from the Employer if advance payments were made to the respective Funds under a prior collective bargaining agreement between the parties.

Section 33.04. Within the first seven calendar days of March, 2007, the Employer shall submit a report and payment of the amount due each Fund during the month of February, 2007. Similarly during the first seven calendar days thereafter, the Employer shall submit a report and payment for employees employed in the previous month.

ARTICLE 34
ADMINISTRATION OF THE PLANS

Section 34.01. To the extent and in the manner mentioned, the Employer joins with other employers in this or other industries having agreements with the Union who have made or may make agreements containing provisions similar to those herein set forth, in establishing and maintaining said Funds under such rules and regulations as may be established by the Trustees of said funds, it being understood and agreed that the Employers shall be under no obligation to see to the application of the monies paid into said Funds pursuant to this paragraph for the purposes and uses thereof, but the said Funds will render
reports at periodic intervals to the Employers respecting the application of the monies received and benefits paid.

Section 34.02. The provisions herein relating to the said Funds constitute a consideration for the making of this agreement and are of the essence. Failure by the Employer to pay the amounts due from said Employer shall be deemed a breach of this agreement. In the event of such breach, the Union may take such steps as it deems necessary to enforce the provisions relating to the payments by the Employer to the Funds. It may, notwithstanding any other provisions of this agreement, give notice to the defaulting Employer and may order the workers to cease work until payment is made by the Employer.

Section 34.03. The said Insurance Trust Fund, Severance Trust Fund, and the Pension Trust Fund are each now being administered by Trustees an equal number of whom have been appointed by Employers and an equal number of whom have been appointed by the Union, and shall continue to be so administered. The Employer hereby authorizes the persons (or their successors or other chosen to act in their place and stead) presently designated and acting for the Employers as chosen by employer associations, to act as Trustees of the Funds, to be the representatives of the Employer, with the same force and effect as if the Employer designated said persons individually and agrees further that any vacancy which occurs may be filled in like manner. Each of the groups having authority to appoint Trustees shall have the right at any time, with or without cause, to remove and replace any Trustee or Trustees so designated by or for them respectively, and to fill any vacancy or vacancies caused by death, resignation, or other cause of any Trustee or Trustees so designated by or for them respectively. The said Trustees are authorized to adopt such rules and regulations for the
management and administration of the Funds, eligibility for and benefits to be paid as they deem proper and designate as officers of the Funds one or more of the Trustees to act for and on behalf of all the Trustees in any and all matters concerning the Funds. The Funds will be otherwise administered as provided in the agreement and Declarations of Trust which is dated February 13, 1952, for the Insurance Trust Fund, the agreement and Declaration of Trust dated September 18, 1962, for the Severance Trust Fund, and the Agreement and Declaration of Trust dated October 19, 1965, for the Pension Fund, and any amendments or changes thereof now in effect or hereafter made, and have been entered into between the Union, the Trustees, and various employers. If said Agreements and Declarations of Trust have not been heretobefore signed, the Employer hereby adopts said Agreements and agrees to be bound thereby including any amendments thereto as if the same were incorporated at length as part of this agreement; a copy of each of said Agreements has been exhibited and delivered to the Employer herein mentioned.

Section 34.04. The money, property, assets of the said funds, or either of them or any part thereof, shall at no time be considered as that of the Union or any International or any Employer or Employers, but shall at all times belong to the said Funds and to be held and administered as provided by law and in the Agreements and Declarations of Trust.

Section 34.05. The Trustees of the respective Funds are hereby authorized and empowered to provide benefits under the insurance and/or severance and/or pension plans mentioned in this agreement, for the employees of the respective funds, for the officers and/or employees of the Unions contributing to either or all of the Funds, and for any employees of this or other employers who have agreements with the Union which provide for
contributions to the Funds, or either of them, relating to such employees, as well as for persons who retire under the pension plan mentioned in this agreement, as well as their beneficiaries (spouse and unmarried children).

ARTICLE 35
DEFAULT IN PAYMENTS

Section 35.01. In the event the Employer fails to make the dues check off payments as herein above-mentioned or aforesaid monthly plan payments as above-mentioned in addition to paying up any amounts then due the Employer shall also pay to the Union as security a sum equal to three months Insurance, Pension, Severance, and dues payments based on the greatest number of employees in the prior three months, which security will be held by the Union and used and applied as follows: In the event the Employer shall default in any payments of insurance, pension, severance, dues check off, or other payments required under the contract, the Union may apply any part, or all if necessary, of said security in payment of the items then unpaid, and if said security shall not be sufficient, the Employer shall nevertheless remain liable for the payment of the balance. In the event the security is applied in payment of any or all the items the Employer shall within 48 hours thereafter pay to the Union the amount so applied, it being the intention of the parties that there shall be in the security deposit at all times the full amount, and failure by the Employer to do so shall be deemed a breach of this agreement. The provisions herein regarding payment and security shall in no way limit, restrict, or prevent the Union from taking any other action or remedies or to call a work stoppage because of such default. If there be no charges or claims owing from the Employer at the expiration of
the contract the security shall be returned together with bank interest earned, if any.

Section 35.02. If, as a result of the failure of the Employer to make payment of contributions as required herein, an employee should fail to qualify for any benefit for which he would have otherwise qualified had the Employer paid as required, and that employee has a valid claim for any such benefit then, and in that event, the Employer shall be liable to the employee for such benefit.

Section 35.03. In the event of the failure by an Employer to make contributions to the Insurance, Pension, and Severance Funds, the Union shall have the right to, at its option, in lieu of instituting arbitration proceedings to use other means including civil court action, use of government agency or calling a work stoppage, upon written notice, or any other means which it may deem necessary or proper to enforce compliance with this agreement or to seek redress for such reach.

Section 35.04. A default of any contributions due the Funds provided for in this agreement shall occur when said contributions are not received by the Fund Office within the first seven calendar days of the month for which said contributions are due. In the event the Employer is in default of any contributions due the Funds, the Union shall give written notice to the Employer advising of said default and shall give that Employer five calendar days to remit the Fund contributions due. If said contributions are not received by the Fund Office within the prescribed time contained in the default notice, the Employer shall pay to the respective funds to which there is a default an additional 20% of the amount due as liquidated
damages for the additional bookkeeping or processing expense required by the Funds.

**ARTICLE 36**

**SUB-CONTRACTING**

Section 36.01. The Employer agrees that all its Driver-warehousemen work shall be assigned to Driver-warehousemen covered by this agreement and that it will not subcontract, transfer, lease, assign, or convey in whole or in part such Driver-warehousemen work to any other plant, person, firm, partnership, corporation, or to persons other than Driver-warehousemen covered by this agreement. Before any change in methods of operation by the Employer may be instituted which may affect the wages, terms, conditions of employment, or otherwise any Driver-warehousemen covered by this agreement, it shall first be discussed with the Union and no changes will be made unless mutually agreed to. As used herein "mutually agreed" shall require actual agreement and not resolution of a disagreement through arbitration. Upon disagreement no such proposed change shall be instituted. The Union agrees that its agreement shall not be unreasonably withheld. Route Optimization is understood by the parties not to be violative of this Article; provided, however, that it will not in and of itself result in job loss.

Section 36.02. Notwithstanding any provision contained in this Agreement to the contrary, the Parties agree that, in cases when no Driver-warehouseman or inside warehousemen is available on duty or listed as available while off duty, an outside carrier may be used in case of an emergency or in order to satisfy isolated customer demands. An employee will be considered available if they can return to the CSC or report to work and
make the delivery consistent with the customer's expectations. The Parties agree that any employee called in to work for such purposes shall only be paid for all hours actually worked.

**ARTICLE 37**  
**ACT OF GOD - PLANT SHUTDOWN**

If through an act of God, catastrophe, or plant shutdown, the Employer arranges with some other person or firm to do the work normally performed by Driver-warehousemen covered by the agreement, Driver-warehousemen covered by this agreement shall be used first to perform such work and shall be given first preference according to their seniority and shall continue to receive the wages and other conditions of employment set forth herein. When the original Employer resumes operations, the Driver-warehousemen shall be recalled by and retain the original seniority they had at the time the work was farmed out and be paid their regular wages plus any increases provided herein.

**ARTICLE 38**  
**TRUCK OPERATIONS**

Section 38.01. Moving of any equipment whether trucks, trailers, tractors, or otherwise in and about or into or out of the employer's place of business or between the Employer's place of business and the place where the equipment is serviced or repaired, loading and/or unloading shall be performed only by Driver-warehousemen of the Employer who are covered by this agreement. The Company has the right to arrange equipment transfer for preventative and mechanical maintenance by means other than Driver-warehousemen.
Section 38.02. The Employer agrees that supervisory personnel shall not ride on trucks at any time for purpose of performing bargaining unit work.

Section 38.03. Driver-warehousemen shall not be held responsible for damages to his vehicle or freight in his vehicle, when such damage occurs due to causes beyond his control.

Section 38.04. Each and every truck must have a heater and defroster and windows that are in good working conditions.

Section 38.05. Driver-warehousemen shall not be held liable or responsible for any truck or vehicle not properly equipped or overloaded, and shall be reimbursed for fines, traveling expenses and time lost if summoned to court, etc., because of same. All parking summonses shall be paid by the Employer only if incurred in connection with Driver-warehouseman’s duties.

ARTICLE 39
SALE OR TRANSFER

Section 39.01. In the event the Employer sells or transfers all or part of his casket business, the Union shall be notified immediately and the Employer shall also notify the purchaser or transferee of the existence of this agreement, and the contract of sale or transfer shall provide that such sale or transfer is subject to the within agreement, and the purchaser or transferee shall also respect the continuous seniority of the Driver-warehousemen regarding vacations, layoff, or discharge. Wages, accrued vacation pay, insurance, and pension plan payments, and any other amounts due the Driver-warehousemen and/or the Union shall be paid at or before the sale or transfer.
Section 39.02. The foregoing provisions of Section 38.01 above shall be binding upon any person, firm, or corporation whether as a successor to the Employer or not, and irrespective of whether the casket business is thereafter conducted in the same or a different name, if the purchaser or transferee is operating or conducting the same casket business or a part thereof, directly or indirectly, in whole or in part.

ARTICLE 40
DRIVER LEASING ENTITY

Notwithstanding any other provision of this agreement, Batesville Casket Company, Inc. may elect to utilize a driver leasing entity (such as Transpersonnel, Inc.) for the services covered by this agreement; provided, however, that such driver leasing entity must assume the status of Employer under this agreement, of the Union-represented employees with seniority intact. If Batesville Casket Company, Inc., thereafter terminates its contract with the driver leasing entity, Batesville Casket Company, Inc., agrees that it will reassume the status of Employer under this agreement and be bound by the agreement's terms (including the reemployment of the Union-represented employees with seniority intact).
ARTICLE 41

TERM OF AGREEMENT

This agreement shall become effective on March 1, 2011, and shall continue in full force and effect for a period of four (4) years, to and including February 28, 2015.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

LOCAL 813, affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN, AND HELPERS OF AMERICA

BY: 
Bob DeMaio, NJ Shop Steward
Vernon Kane, NY Shop Steward
Jimmy Troy, Vice President

FOR BATESVILLE LOGISTICS, INC.

BY: 
Kevin Kenny, District CSC Manager
Mike Gambassi, Moonachie CSC Manager
Jim Bossley, HR Director
Adam Phelps, HR Manager
Ken Yerkes, Esq.
Letter of Understanding

In addition to the limitations set forth in the collective bargaining agreement, the Company agrees each Part-Time Driver-warehousemen in the Moonachie and New York CSCs will not exceed 24 hours worked per week.

UNION

By: __________________________
Printed: ________________________
Dated: 5-4-11

COMPANY

By: __________________________
Printed: ________________________
Dated: 4/13/11