

Employer Name	Eve Sales Co. 7	
Union Name	Local 202 IBT	
Worksite Locations	945 Close Av. - Bx 10473	
Number of Employees Covered by the CBA	2	
NAICS Code		
Point of Contact Name	Stuart Gale	
Point of Contact email address or mailing address	E-Mail Address	Mailing Address
	SGale@EVESALES.com	same

In addition to advancing the purpose of the law, the disclosure of your CBA helps us to collect and preserve valuable information. It provides labor organizations, employers, researchers, and academics with data available nowhere else about the labor movement and labor-management issues. Also, it creates a record of workplace concerns, conditions of employment, pay, and benefits.

If you have any questions, please contact Erica Matthews at 202-693-1030.

Regards,

James Haskins

James Haskins, Chief
Division of Reports, Disclosure and Audits

EVE SALES CORPERATION
PRODUCE PURVEYORS, FRESH FROZEN FRUITS AND VEGETABLES PROCESSED
FISH DRIVERS, HELPERS, SALESMEN AND WAREHOUSEMEN,
LOCAL UNION NO. 202
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

DATE: **January 15, 2019**

AGREEMENT, entered into between **Eve Sales Corporation.**, its successors, heirs or assigns, (hereinafter referred to as the "Employer"), and **LOCAL UNION NO. 202**, (hereinafter referred to as the "UNION"), in order to govern all employees now or hereafter to be employed and collectively designated as "Employees".

WITNESSETH:

WHEREAS, the parties hereto are desirous of fostering closer harmony among the Union, the employees and the Employer, in the interest of industry harmony.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. UNION RECOGNITION

The Employer recognizes the Union as the sole collective bargaining agency for all the employees, and agrees to deal collectively only with this Union and with those representatives of this union whom the employer may elect or appoint on behalf of its employees.

This agreement shall cover all employees of the Employer engaged in the manufacturing, servicing and/or carting of foods and other commodities and merchandise and the transportation of said commodities and merchandise.

SECTION 2. WAGES

- A. Effective as of **January 15, 2019**, the Employer agrees to pay the following hourly rates for all employees in the categories herein list:
- B. The Employer agrees to pay the following wage rates effective **January 15, 2019**.

	Hourly Rates
1. Drivers	\$21.86 per employee per hour.
2. Warehousemen	\$20.83 per employee per hour.
And Factory employees	

- C. The Employer agrees to pay the following wage rates effective **January 15, 2020**.

	Hourly Rates
1. Drivers	\$22.11 per employee per hour.
2. Warehousemen And factory employees	\$21.08 per employee per hour.

D. The Employer agrees to pay the following wage rates **effective January 15, 2021.**

	Hourly Rates
1. Drivers	\$22.36 per employee per hour.
2. Warehousemen And factory employees	\$21.33 per employee per hour.

G. Any employee starting work shall be guaranteed at least eight (8) hours of work and receive pay of such.

H. Any employee injured during working hours shall be paid the entire day for injuries requiring immediate medical attention and treatment.

I. Any employee required to appear in court for the purpose of testifying because of any accident he or she may be involved in during working hours while operating a vehicle owned or rented by the employer shall be reimbursed in full by the employer for all lost unless he is proven to be under the influence of intoxicating liquor or narcotics.

J. Ninety (90) day trial work period on all new hiring.

SECTION 3. WORK WEEK

A. The Work week shall consist of forty (40) hours divided into five (5) days of eight (8) hours each, Monday to Friday, inclusive. Overtime to be paid at the rate of time plus one-half after eight (8) hours of work in anyone day.

B. Employees shall be allowed one (1) hour for dinner between the fourth and fifth hours of work.

C. **COMPUTING TIME:** Time to be taken on arrival at garage or store and upon leaving same at the end of the workday.

D. **EXCESSIVE HOURS:** The Employer shall not require any employee to work excessively long hours, i.e., to be called upon to start another tour of duty immediately upon completion of his regular tour of duty.

E. **STARTING TIME:** Steady employees shall be given a starting time on Friday for the following week and it shall be maintained for the following week and it shall be maintained for the entire week.

SECTION 4.

HOLIDAYS -

A. Employees are not to work on Saturday, Sunday or on any of the following holidays:

HOLIDAYS

NEW YEAR'S DAY
MARTIN LUTHER KING'S BIRTHDAY
PRESIDENT'S DAY
GOOD FRIDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
COLUMBUS DAY
THANKSGIVING DAY
DAY AFTER THANKSGIVING
CHRISTMAS DAY
VETERANS DAY

When the company closes for Jewish Holiday, the employee will be paid for the day. Any employee working three (3) day or more in a week in which any of the aforementioned holidays fall, is to be paid for the holiday.

B. Saturday Holidays: Employees shall be paid a day's pay for all holidays falling on Saturday.

C. Holidays - Holiday Pay: In the event an employee works on a Saturday or on a holiday, he shall be paid an additional one and one-half day's pay for such work in addition to his regular weekly earnings.

D. DISCRIMINATION: The employer shall not discriminate against or otherwise penalize an employee who refuses an opportunity to work on Saturday or on a holiday.

SECTION 5.

EXTRA EQUIPMENT

A. Employee hiring extra equipment, shall hire same from employers having a signed agreement with a Local Union affiliated with the International Brotherhood of Teamsters. There shall be no hiring of extra equipment until the Employer has exhausted his own equipment and list of extra man.

B. Any employer taking work where Local 202 members are employed must take the men who are employed on the work he takes over.

SECTION 6.

UNION SECURITY

A. **Union Membership Required:** All present employees who are members of this Local Union on the date of execution of this agreement shall remain members of this Local Union in good standing as a condition of employment. All present employees who are not members of this Local Union and all employees hired hereafter shall become and remain members in good standing of the union as a condition of employment on and after the thirty-first (31st) day following the date of execution of this agreement, whichever is the latter.

B. **New Employees:** The Employer shall immediately upon employment notify the Shop Steward, or the Union, if there is no Shop Steward, of the employment of any man/woman who, under this agreement is required to be a member of the union. Upon notice of the Union that any employee who 31 days from the date of first employment, has failed to tender the periodic dues and initiation fees uniformly required as a condition of retaining membership, the Employer agrees to discharge such employees within seven (7) days from the receipt of written notice from a properly authorized official of the Union.

C. **Hiring Arrangement:** When the Employer needs additional employees, he shall notify the Local Union and give it equal opportunity with all other sources to provide suitable applicants. Selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on or in any way affected by union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements. The Employer retains the right to reject any job applicant referred by the union. The parties to this agreement shall post in places when notices to employees and applicants for employment are customarily posted, all provisions relating to the functioning of the hiring arrangement.

SECTION 7.

EMPLOYMENT SECURITY

In the event of any employee now receiving a wage rate higher than that fixed by this agreement; he shall continue to receive the same even though he may be transferred or may be required to work in a lower wage classification. The within provision shall not apply where a transfer is made at the request of an employee.

SECTION 8.

LAYOFF - DISCHARGE - RESIGNATION NOTICE

A. The employer shall notify the employees one (1) week in advance on pay day only in the event of a layoff, and the employee shall give equal notice to the Employer before resigning. No employee is to be discharged in any case without first notifying the union for approval.

B. In all cases involving the discharge of an employee the Company must immediately notify the discharged employee in writing of this discharge and the reason thereof. Such written notice shall also be given to the Shop Steward and a copy mailed to the local union office, within one (1) working day from time of discharge.

C. Any employee discharged must be paid in full for all wages owed him by the company, including earned vacation time, if any, as soon as possible, in no event longer than five (5) days.

D. In the event the Union desires to protest the justification of such discharge, such protest shall be filed in writing with the company within ten (10) working days from date of receipt of notice of discharge. The Company agrees to investigate promptly such discharge and report its position to the union within ten (10) working days from the date of the receipt of the union's protest.

E. If any employee is found to be unjustly discharged, he shall be reinstated and shall within three (3) working days from date of the arbitration's award, be paid time lost in accordance with the arbitrator's award.

F. Any employee taking property without permission shall be immediately discharged with no second chance.

SECTION 9. SENIORITY

A. Seniority of employment shall prevail at all times.

B. Helpers to be assigned to trucks according to seniority.

C. Senior employees shall have the right at all times to be promoted, and receive the highest prevailing wage rate as outlined in Section 2, provided the employee is qualified to perform the duties required of him as a result of such promotion.

D. Seniority does not give an employee the right to choose a specific unit, run, trip, or trip load.

E. Seniority shall be broken only by:

1. Discharge.
2. Voluntary quit.
3. No work or layoff for more than one (1) year,
4. Unauthorized leave of absence.
5. Unauthorized failure to report for work for seven (7) consecutive days when work is available.

However, any employee who is absent because of proven illness shall maintain his seniority.

SECTION 10. PROMOTIONS

Promotions of any employee to a higher wage classification under section 2, shall be made from the employee now employed, i.e., from Helper to Chauffeurs, etc., and in accordance

with seniority in each employment category.

SECTION 11. VACATION

Any employee who has completed 125 day or more of service with the employer, from November 1st to October 31st, shall receive in each one (1) week vacation with pay.

Any employee who has completed one (1) year or more of service with the Employer, from November 1st to October 31st, shall receive two (2) consecutive weeks vacation with pay.

Any employee who has completed three (3) years or more of service with the employer, From November 1st to October 31st shall be receive 3 weeks vacation with pay. Weeks can be taken consecutively if the employee wishes to do so.

Any employee who has completed sixteen (16) years or more of service with the employer, from November 1st to October 31st shall receive four (4) weeks vacation with pay. Weeks can be taken consecutively if the employee wishes to do so.

In determining vacations, all days paid for shall be counted as days worked. In addition, days lost through compensation claims shall be counted as days worked, provided the employee has worked at least sixty (60) days during the yearly vacation qualifying period.

SECTION 12. HOLIDAY DURING VACATION

In the event a holiday falls within the vacation period of an employee, the Employer shall have the option of either paying the employees one (1) extra day's pay, or permitting the employee to leave one day earlier for vacation, or return one day later.

SECTION 13. JOB SECURITY

The Employer recognizes the, right of the union to designate the Shop Steward or alternates. The Shop Steward shall be granted number one ranking on the seniority list. He shall be the last employee to be laid off and under no circumstances shall he be discriminated against by the Employer. The authority of Shop Steward or alternates designated by the Union shall be limited to and shall not exceed the following duties:

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 Local union action.
3. The transmission of such messages and information which shall originate with and are authorized by the Local 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 stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

Job 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 job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have authority to impose proper discipline including, discharge, in the event the shop steward has taken unauthorized strike action, slow-down, or work stoppage in violation of this agreement.

SECTION 14. **BREAKAGE**

Employees shall use every precaution in handling merchandise to prevent breakage: they shall not however be held responsible when breakage does occur.

SECTION 15. **SAFETY REQUIREMENTS**

Chauffeurs shall not be required by the Employer to operate their vehicles in a manner that would violate safety or traffic regulations.

SECTION 16. **DEATH IN FAMILY**

In the event of death in the immediate family of an employee (immediate family herein defined as including Parents, Wife, children, sisters, brothers), the employer agrees to pay the employee for the period of mourning which shall not exceed three (3) days.

SECTION 17. **OWNER-OPERATOR DRIVERS**

Any employee in the employ of the Employer shall not enter into any contract to become an "owner-equipment driver", where by the employer may sell or lease to him any vehicle that may be used by the employee in whole or in part in the service of the employer without first obtaining permission from Local 202 Executive Board. Local 202 Executive Board shall have the power to approve or disapprove any contract pertaining to such form or similar form of employment. This clause shall also apply to employee partnerships which the Employer may wish to establish.

SECTION 18. **AGREEMENTS**

Any agreement between the employer, an employee, or union official that is in violation of this agreement shall be null and void.

SECTION 19. 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 labor dispute or refuses to go through or work behind any picket line including the picket line at the Employer's place or places of business.

SECTION 20. VETERAN REINSTATEMENT

The Employer agrees that after the war or military training, draft or conscription period, any employee enlisted or so drafted, shall be reinstated to his former position upon his return from war or military training period, without loss of seniority, provided however that the discharge veteran makes application to the union within ninety (90) days from date of discharge.

SECTION 21. BREACH OF CONTRACT

Should either party violate any of the within provisions the remaining party shall have the right to consider the contract breached in its entirety upon a determination through the dispute machinery that a breach of the contract has in fact occurred.

SECTION 22. GRIEVANCES - ARBITRATION

A. A grievance is hereby jointly defined to be any controversy complaint, misunderstanding or dispute.

Any grievance arising between the company and the union or an employee represented by the union, shall be settled in the following manner:

1. The aggrieved employee or employees must present the grievance to the Shop Steward within five (5) working days after the reason for the grievance has occurred, except no time limit shall apply in case of violation of wages provisions of this agreement. If a satisfactory settlement is not effected with the foremen within three (3) working days, the Shop Steward and employee shall submit such grievance in writing to the Union's Business Representative.

2. The Business Representative shall then take the matter up with a representative of the company with authority to act upon such grievance. A decision must be made within five (5) working days.

3. If the company fails to comply with any settlement of the grievance or fails to comply with the procedures of this article the union has the right to take all legal and economic action to enforce its demands.

4. Any Shop Steward shall be permitted to leave his or her work to investigate and adjust the grievance of any employee within his jurisdiction, after notification to his supervisor. Employees shall have the Shop Steward or a representative of the union present during the

discussion of any grievance with representatives of the company.

5. If no satisfactory settlement can be agreed upon, the matter shall be referred to the New York State Mediation Board for a decision. The New York State Mediation Board shall appoint one of its staff members to act as arbitrator, whose decision shall be final and binding on both parties.

SECTION 23. SLOWDOWNS - STOPPAGES

The parties herein shall not cause a slowdown, stoppage of work or a lockout during the life of this agreement.

SECTION 24. LABOR-MANAGEMENT RELATIONS ACT AND L.M. REPORTING AND DISCLOSURE ACT

The Employer and the union agree that those provisions of this contract which are in violation of the Labor-Management Relations Act of 1947, and the Labor-Management Reporting & Disclosure Act of 1959, shall be imperatives until such time as the aforesaid statutes are repealed, modified or amended so as to permit those provisions to be effective without violation any law.

SECTION 25. UNITED TEAMSTER FUND

Effective as of **January 15, 2016**, the Employer agrees to participate in the United Teamster Fund covering all the employees in the bargaining unit under this agreement and their eligible dependence and the cost each month if an employee works one day in that month shall be born and paid for by the employer at the rates shown below:

February 1, 2019 - **\$1,250 dollars** per employee, per month
February 1, 2020 - **\$1,300 dollars** per employee, per month
February 1, 2021 - **\$1,350 dollars** per employee, per month

(Including holiday and vacation periods), for a maximum of five (5) days in any one week.

The Employer shall, not later than the tenth day of each month forward to the Union Welfare office, a check payable to the United Teamster Fund for all employees employed during the preceding month, from their date of hire, together with a form to be supplied by the Union, indicating the employee's name, address, social security number, and the number of days which the employee shall have worked during the preceding month, and/or all other information or data as may be required.

The Trustees of the Union Welfare Plan shall have the right during the term of this agreement to increase the contributions in the event that the surplus in the fund declines below \$750,000, it being the intention of the parties that the plan shall maintain a surplus of

approximately \$750,000, during the term of this agreement.

In making its determination with respect to contributions the Trustees shall be guided by the accountants and actuaries of the fund.

The Union represents that the union welfare plan is operated as a trust fund, the principle, and income whereof are used for the sole and exclusive benefit of all the employees covered by this agreement and other employees in the industry, whose employers are contributing thereto, including also, employees and officers of the Union and of the Welfare and contributions on the 10th day of the month for which contributions are due and such default continues for thirty (30) days thereafter, then the union has the right to notify the employer and trustees that the default must be cleared up in thirty (30) days from the date of the notice or the union shall there upon the right to order and to enforce a strike against the employer in default, which shall not be considered a breach of this agreement.

SECTION 26. **SICK LEAVE**

All employees will be granted five (5) days sick leave with pay each year.

SECTION 27. **ALCOHOL AND DRUG USE**

The Union and the employer agree that a committee consisting of representatives designated by the Union and the Negotiating Committee of the New York chapter of the United Fresh Fruit and Vegetable Association shall act as the Alcohol and Drug committee which shall have authority to establish rules and procedures for the testing and rehabilitation of employees covered by this agreement who the parties have reason to believe may be unable to properly perform their job function because of the use of illegal drugs or alcohol. Such Rules and Regulations which may be issued by the committee shall be communicated to the union and the Employer and shall be deemed to be part of this agreement.

SECTION 28. **CHECK - OFF**

The Employer agrees to check off from the wages of each employee covered by this agreement and remit promptly to the union the regular membership dues uniformly required by the union, upon conditions however, that this provision shall not be effective unless and until written assignment, which shall not be irrevocable for a period of more than one year (I), or beyond the termination date of this agreement whichever occurs sooner, shall be received by the employer from each employee on whose account such deductions are to be made.

SECTION 29. **CREDIT UNION**

The Employer will allow a payroll deduction for any employee who so elects to participate in the People's Alliance Federal Credit Union.

SECTION 30.

D.R.I.V.E

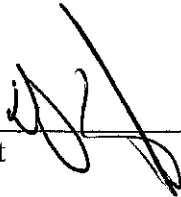
The Employer will allow a payroll deduction for any employee who so elects to participate in the IBT's Political Action Committee.

SECTION 31. DURATION OF AGREEMENT

This Agreement shall be for a period of the Three (3) years from **January 16, 2019** up to and including **January 15, 2022**, and shall renew itself from year to year thereafter unless either party shall give notice to the other thirty (30) days of its desire to change or modify the terms of this agreement.



Company



President

3/11/19

Date

Date