

AGREEMENT

Between

JOHN DUFFY FUEL COMPANY

465 MULBERRY STREET
NEWARK, NEW JERSEY 07107

1-973-62326260 FACSIMILE 1-973-623-3636

And

TEAMSTERS LOCAL UNION NO. 560

Affiliated with the International Brotherhood of Teamsters

707 SUMMIT AVENUE
UNION CITY, NJ 07087

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JUNE 1, 2019 THROUGH MAY 31, 2022

JOHN DUFFY FUEL COMPANY INDEX

ARTICLE	DESCRIPTION	PAGE
1.	UNION SECURITY	1
2.	NEW EMPLOYEES	2
3.	HOLIDAYS	2
4.	VACATIONS	3
5.	LEAVE OF ABSENCE	3
6.	WAGES	3
7.	PAY DAY	3
8.	MILITARY CLAUSE	4
9.	SHOP STEWARDS	4
10.	SENIORITY	5
11.	NO STRIKE-NO LOCKOUT	6
12.	GRIEVANCE-ARBITRATION	6
13.	PICKET LINES	7
14.	COMPENSATION INSURANCE	7
15.	LAYOFF AND RECALL	7
16.	LEASED OPERATORS	7
17.	EXTRA CONTRACT AGREEMENTS	8
18.	PROTECTION OF CONDITIONS	8
19.	CHECK-OFF	8
20.	MERGERS, ETC.	8
21.	DEATH IN THE FAMILY	8
22.	SENIORITY RULES	8
23.	BONDS	9
24.	SEPARABILITY AND SAVINGS CLAUSE	9
25.	RULES	9
26.	INSPECTION PRIVILEGE	9
27.	JOB INJURY	10
28.	DEFECTIVE EQUIPMENT AND ACCIDENT REPORTS	10
29.	DISABILITY	10
30.	NON DISCRIMINATIN CLAUSE	10
31.	HEALTH AND WELFARE	11
32.	ANNUITY FUNDS - LOCAL 408	11
33.	TERMINATION CLAUSE	11

**TEAMSTERS UNION LOCAL NO. 560
707 SUMMIT AVENUE 5 FL
UNION CITY, NEW JERSEY 07087 201-864-0051**

Affiliated with the International Brotherhood of Teamsters

THIS AGREEMENT, entered between JOHN DUFFY FUEL COMPANY, 465 Mulberry St., Newark, New Jersey, hereinafter referred to as the "Employer", and TEAMSTERS UNION LOCAL NO. 560 hereinafter referred to as the "Union", shall cover all wages, hours and other conditions of employment herein set forth from **June 1, 2019 to and including May 31, 2022.**

ARTICLE 1. UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall on the 30th day following of such employment become and remain members in good standing in the Union. Where the effective date is made retroactive, the execution date shall be substituted for the effective date. 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 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/her 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 provisions of the Article shall apply in any State to the extent that it may be prohibited by the state law. If under applicable state law additional requirements must be met before any such provision may become effective, such additional requirements shall be met first. If any provision of this Article is invalid under the law of any State wherein this Agreement is executed, such provisions shall be renegotiated for the purpose of

adequate replacement. If negotiations shall not result in a mutually satisfactory agreement, the Union shall be permitted all legal and economic recourse.

ARTICLE 2. NEW EMPLOYEES

A new employee shall work under the provisions of the Agreement but shall be employed only on a **ninety (90) day trial basis**. During the ninety (90) day trial period such new employee may be discharged provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement. If retained in the employ of the Employer his/her seniority shall date back to his/her most recent date of hire. In case of discipline within the ninety (90) day period, the Employer shall notify the Local Union in writing of such discipline.

ARTICLE 3. HOLIDAYS

The following holidays shall be recognized as paid holidays under this Agreement:

- | | |
|---------------------------|------------------|
| New Year's Day | Memorial Day |
| Presidential Election Day | Independence Day |
| Veteran's Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Labor Day | Columbus Day |
| Presidents' Day | |

To qualify for the holiday pay, an employee must work three (3) days in the work week in which the holiday falls and providing he/she has been in the employ of the company for thirty (30) days prior to the specific holiday. When a holiday falls during vacation period, the employee is to receive an extra day's pay for such holiday.

Holiday pay to be eight hours at the straight time rate for employees who do not work on the above mentioned holidays and providing the employee has qualified, as mentioned above. Employees who work on the above mentioned holidays shall receive time and one-half (1 ½) their rate of pay for all hours worked, in addition to the holiday pay of eight (8) hours straight time rate. The hours worked on such holidays or Sundays are not to be deducted from the hours worked within the week to avoid the payment of the rate and one-half for the hours worked over forty hours. When a holiday falls on a Saturday it shall be celebrated on the day before (Friday) and shall be paid as such, when a holiday falls on a Sunday it shall be celebrated on the following day (Monday) and these days shall be paid as holidays as spelled out before. Hours worked on holidays or Sundays shall be limited to eight hours for the purpose of computing overtime.

Employees who work on Sundays shall receive double time and one-half rate for all hours worked.

ARTICLE 4. VACATIONS

Vacations shall apply according to the following schedule:

- 1 year of service with the company 1 week with pay
- 2 years of service with the company 2 weeks with pay
- 8 years of service with the company 3 weeks with pay
- 15 years of service with the company 4 weeks with pay

Senior employees shall be given preference in the selection.

ARTICLE 5. LEAVE OF ABSENCE

Any employee desiring a leave of absence from work or a bona fide reason for a specific time shall secure written permission from both the Union and the Employer. Failure to comply with this provision shall terminate his/her employment with the Company.

ARTICLE 6. WAGES

- June 1, 2019: \$28.90 per hour**
- June 1, 2020: \$28.90 per hour**
- June 1, 2021: \$28.90 per hour**

Time and one-half (1 ½) the rate to be paid for all hours worked in excess of eight (8) hours each day, Monday to Friday.

Employees scheduled for the next day must call the employer prior to his/her starting time if he/she is unavailable for work. Drivers reporting for duty more than one hour late will go to the bottom of the seniority list for that day.

Employees ordered and reporting to work shall be paid eight (8) hours pay. Firm is not responsible for elements or conditions beyond their control. Employees ordered to work on a Saturday shall be guaranteed a minimum of four (4) hours of pay. All work performed on Saturday shall be at one and one-half (1 ½) times the hourly rate.

ARTICLE 7. PAY DAY

All drivers shall be paid in full weekly, Monday through Sunday, on Wednesday following a week's work.

ARTICLE 8. MILITARY CLAUSE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of any applicable law, shall be granted all rights and privileges provided by law.

ARTICLE 9. SHOP STEWARDS

The Employer recognizes the right of the Union to designate a shop steward and alternate from the Employer's work force.

The authority of the shop steward and alternate 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 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 message and information:
 - (a) have been reduced to writing, or
 - (b) if not reduced to writing, are of routine nature and do not involve work stoppages, 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 the shop stewards and his/her alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose discipline, including discharge in the event the shop steward has taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement.

The shop steward shall occupy the number one position on the seniority list.

ARTICLE 10. SENIORITY

Seniority Qualifications:

Company seniority will be maintained in accordance with the terms of this Agreement. The application of such company seniority shall be set forth in the respective contract. There shall be the following employee classifications:

- (1) Drivers

Additional employee classifications may be provided by mutual agreement.

Loss and Retention of Seniority:

- (1) An employee shall lose his/her seniority rights:

- (a) If he/she quits his/her job or accepts a position as a dispatcher or supervisor.

- (b) If he/she is discharged for just cause.

- (c) If he/she is absent without a good cause and fails to notify the company within three (3) consecutive working days.

- (d) If he/she fails to meet the requirements in paying dues.

- (e) If he/she is recalled to work after a reduction in the working forces or a layoff and does not report to work within seven (7) working days from the date of the receipt of a letter sent by the Company to the employee's last known address by certified or registered mail, return receipt is requested, he/she will be considered to have quit his/her job. An employee must advise the Employer within three (3) days after receipt of such notice of his/her intention to return to work. Notice of the recall shall be given to the Union at the same time notice is sent out. Such recall shall be to work from the home terminal unless otherwise agreed by the Union.

- (f) Drivers who lose their license for just cause, other than for operating company vehicles while under the influence of intoxicating beverages, shall be entitled to employment after they have been re-licensed without loss of seniority, providing such loss does not exceed a period of one (1) year and eleven (11) months.

- (1) He/she is not called to work because of a temporary reduction in working forces.

- (2) He/she is laid off, one (1) year maximum.

(3) He/she is sick or recuperating from an illness or accident, one year maximum.

(4) He/she has obtained a bona fide leave of absence in writing which is approved by the Union and the Company.

Posting of List:

A list of employees in the order of their seniority shall be posted in a conspicuous place and shall be available to all employees. In case of layoff, the least senior employee should be laid off first in accordance with the seniority provisions set forth in this Agreement.

A revised seniority list shall be posted and a copy furnished the Union and steward. Any controversy over the seniority standing of any employee on the seniority list shall be submitted to the grievance procedure.

ARTICLE 11. NO STRIKE-NO LOCKOUT

The Union and the Employer agree that there shall be no strikes or tie-ups of equipment, slow-downs or walkouts on the part of the employees, nor shall the Employer use any method of lockout or legal proceedings without first using all possible means of a settlement, or as provided for in this Agreement.

ARTICLE 12. GRIEVANCE – ARBITRATION

Should any dispute arise between the Employer and an employee, or the Employer and the Union, concerning the application or interpretation of any provision of this Agreement, or concerning any term or condition of employment or otherwise, the representatives of the Employer and the representatives of the Union shall attempt to adjust the controversy between themselves. All grievances shall be submitted within thirty (30) days from the date the grievance arises excluding Saturdays, Sundays or holidays. In the event they are unable to adjust the same, the dispute shall upon request of either party be submitted for arbitration. An arbitrator is to be chosen from a panel submitted by the New Jersey State Board of Mediation. The decision of the arbitrator shall be final and binding upon the parties hereto. The disputes referred to herein shall include but not be limited to disputes concerning the discharge of an employee. The discharged employee shall have the right to be present at the proceedings.

The arbitrator shall make his/her decision within thirty (30) days after the same has been fully presented to him/her. The "no strike-no lockout" clause will not apply against the party who fails to comply with the arbitrator's decision within ten (10) days after the same has been made. Cost of such arbitration is to be paid equally by the Company and the Union.

Any disputes the parties are unable to settle shall be offered to the grievance machinery, except the following direct violations, which are indisputable.

- (a) Non-payment of the established rates provided for in this Agreement.
- (b) Non-payment of health and welfare contributions as provided for in this Agreement, to the employer's private plan.

ARTICLE 13. 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 lawful primary labor dispute, or refuses to go through or work behind any lawful primary picket line, including the lawful primary picket line of the Union party to this Agreement and including lawful primary picket lines at the Employer's place of business.

ARTICLE 14. COMPENSATION INSURANCE

The Employer shall protect employees with Worker's Compensation Insurance, Social Security, Unemployment Insurance and Temporary Insurance benefits as required by Federal and State laws.

ARTICLE 15. LAYOFF AND RECALL

In engaging employees of laying off employees, the Employer shall conform to ordinary rules of seniority.

ARTICLE 16. LEASED OPERATORS

Leased operators of any outside truckers shall not be employed by the Company unless all employee drivers on the company seniority list who are available for work have received work assignments for that day.

There shall be no leased operators working on holidays and Sundays unless drivers on the Company seniority list shall first have been given the opportunity of taking and rejecting said runs. The rules of seniority shall prevail with respect to holiday and Sunday work.

ARTICLE 17. EXTRA CONTRACT AGREEMENTS

The Employer agrees that he/she will not enter into any agreement with any outside truckers or leases, who would be working directly for the Company, unless they agree to pay the drivers operating the truck prevailing wage scale and fringe benefits provided for in this Agreement.

ARTICLE 18. PROTECTION OF CONDITIONS

Employees who are covered by this contract and who are receiving either wages or benefits more advantageous than provided for by this Agreement shall continue to enjoy such benefits during the term of this Agreement.

ARTICLE 19. CHECK-OFF

The Employer hereby agrees to deduct from the wages of the employees covered by this Agreement all union dues and initiation fees during the first payroll period of each month and forthwith transmit same to the Union, upon written authorization of the employee.

ARTICLE 20. MERGERS, ETC.

In the event that the Employer absorbs the business of a smaller oil company or is a party to a merger on a small oil company, the seniority of the employees absorbed or affected thereby shall be determined by mutual agreement between the employer and the Union involved. Any controversy with respect to such matters shall be submitted to the grievance machinery.

ARTICLE 21. DEATH IN THE FAMILY

If death occurs in the immediate family of an employee, that employee shall be granted three (3) days off with pay, and pay shall be computed at the straight time rate.

ARTICLE 22. SENIORITY RULES

Strict seniority shall prevail at all times.

ARTICLE 23. BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory; any premium involved for bonds shall be paid by the Employer.

ARTICLE 24. SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or if any Riders thereto should be held invalid by operation of law or by any tribunal competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it had been invalid or as to which compliance with or enforcement of has to be restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree upon mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands, notwithstanding any provision in the Agreement to the contrary.

ARTICLE 25. RULES

The Employer has the right to establish rules for the protection of its drivers and equipment, when on the highway and in the customers' plants. The Company shall not make any rules to conflict with this Agreement. Any disagreement over rules shall be subject to the grievance machinery.

ARTICLE 26. INSPECTION PRIVILEGE

Authorized representatives of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the agreement is adhered to, providing there is no interruption of the Employer's business and one (1) day's notice of such visit is given beforehand.

ARTICLE 27. JOB INJURY

When an employee is injured on the job and he/she has been instructed by the Company's doctor or his/her supervisor to stop work for that day, he/she shall be guaranteed eight (8) hours pay for that day injured.

ARTICLE 28. DEFECTIVE EQUIPMENT AND ACCIDENT REPORTS

The Employer shall not require any of its employees to operate vehicles not equipped with safety appliances required by law, or any vehicle not in safe operating condition. It shall be the Employer's responsibility to see that all safety equipment is checked, and the driver shall also be responsible for checking safety equipment before leaving on trips.

Reports:

(a) All employees shall report as soon as possible to the Employer in writing, all defective equipment, all accidents, and when possible, the names and addresses of all witnesses to such accidents.

(b) All equipment which is refused because not mechanically sound or properly equipped as required by law shall be appropriately tagged so that it cannot be used by any other drivers until the maintenance department has adjusted the complaint.

ARTICLE 29. DISABILITY

The Company agrees to pay each employee six (6) days' pay, a total of forty-eight (48) hours at the straight time rate, if an employee becomes ill or disabled to the extent that he/she is eligible to receive disability payments one (1) week, five (5) days, under the State Plan.

This benefit is to be limited to once each calendar year for each employee.

ARTICLE 30. NON-DISCRIMINATION CLAUSE

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, sexual orientation or age (between the years of 40 and 60), nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, sexual orientation or age (between the years of 40 and 60).

The Company and the Union agree that there will be no discrimination by the Company or the Union against any employee because of his/her membership in the Union or because of any employee's lawful activity and/or support of the Union.

ARTICLE 31. HEALTH & WELFARE

The Employer shall continue to cover all employees covered by this Agreement with present medical, major-medical and medical surgical plan.

ARTICLE 32. ANNUITY FUND

It is hereby agreed that as part of this Agreement, the Employer agrees to pay to **Teamsters Union Local 408 Annuity Fund** the sum per hour for every hour worked (as listed below), shape time and holidays shall also be paid for whether the employee works or not:

June 1, 2019: \$1.50 (One dollar and thirty-five cents per hour)

June 1, 2020: \$1.55 (One dollar and forty cents per hour)

June 1, 2021: \$1.60 (One dollar and forty-five cents per hour)

ARTICLE 33. TERMINATION CLAUSE

This Agreement shall be in full force and effect from **June 1, 2019** up to and including **May 31, 2022** and shall continue in full force and effect each year thereafter unless notice of desire to cancel or terminate this Agreement is served by either party upon the other at least sixty (60) days prior to the day of expiration.

It is further provided that where no such cancellation notice is served and the parties continue this Agreement, but also, desire to negotiate changes or revisions of this Agreement either party may serve upon the other a notice at least sixty (60) days prior to April 1st of any subsequent contract year, advising that such parties desire to continue this Agreement, but also desire to change terms or conditions of such Agreement.

Revisions agreed upon or ordered shall be effective as of **June 1, 2019** or June 1st of any subsequent year. The respective parties shall be permitted all legal and economic recourse to support their request for revisions if the parties fail to agree thereon.

Louis Paengie
Name

SECRETARY TERRA./P.A.
Title

JUNE 3, 2019
Date

Joel De Leo
Name

Rec/Act P.A.
Title

6/3/19
Date

Name

Title

Date

Name

Title

Date