

# AGREEMENT

Between

## **ARZEE SUPPLY CORPORATION**

Headquarters: Allied Building Supply  
PO Box 511  
East Union Av East Rutherford, NJ 07073  
1-800-541-2198 Fax: 201-507-3838

Locations: Cedar Knolls, New Jersey  
Elizabeth, New Jersey  
Mahwah, New Jersey  
Middletown, New York

And

## **TEAMSTERS LOCAL UNION NO. 560**

*Affiliated with the International Brotherhood of Teamsters*

707 SUMMIT AVENUE  
UNION CITY, NEW JERSEY 07087

Toll free: 1-866-864-0051 201-864-0051  
Facsimile 1-864-4177

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**JANUARY 1, 2017 TO DECEMBER 31, 2019**

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This AGREEMENT between ARZEE SUPPLY CORP. of New Jersey, having its Headquarters at Allied Building Supply PO Box 511 East Union Avenue East Rutherford, NJ 07073:

15 East Frederick Place, Cedar Knolls, New Jersey 07927  
624 York Street, Elizabeth, New Jersey 07072  
35 Franklin Turnpike, Mahwah, New Jersey 07430  
201 Cottage Street, Middletown, New York 10940

and any other future warehouse locations, under the same and/or similar name (hereinafter referred to as the "Company") and the TEAMSTERS CHAUFFEURS WAREHOUSEMEN AND HELPERS, LOCAL 560, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union"), shall govern all wages, hours and conditions herein set forth from January 1, 2017 to December 31, 2019

ARTICLE 1. RECOGNITION

The Company hereby recognizes the Union as the sole and exclusive bargaining agent on behalf of all employees in the collective bargaining unit. The term "employee" shall embrace all drivers and warehousemen, including trailer drivers, boom drivers, flat bed drivers, warehousemen.

ARTICLE 2. WAGES

A. Scale of Wages for Drivers and Warehousemen are as follows.

CLASSIFICATION	1-1-2017	1-1-2018	1-1-2019
	+\$ .55	+\$ .50	+\$ .45
WAREHOUSE FOREMEN	\$23.10	\$23.60	\$24.05
60' CRANE/BOOM OPERATOR	\$23.37	\$23.87	\$24.32
TRAILER DRIVER	\$22.90	\$23.40	\$23.85
BOOM DRIVER, 20' FLAT BED DRIVERS AND 20' BOX TRUCK DRIVERS	\$22.62	\$23.12	\$23.57
DRIVERS AND WAREHOUSEMEN	\$22.34	\$22.84	\$23.29

New hires will be paid \$1.00 per hour under classification rates for six (6) months.

B. Warehouse Assistant Foremen shall receive fifty cents (\$.50) per hour over the regular hourly rate for Warehousemen.

C. Employees shall be given up to 15 minutes on Fridays in which to cash their paychecks. If this privilege is abused by employees taking in excess of 15 minutes, it will be discontinued.

D. During negotiations agreed that the Union has the right to negotiate wage rate for new piece of equipment.

E. Safety Shoes - \$50.00 per contract year, with receipt.

**ARTICLE 3. UNION SECURITY AND DUES CHECK OFF**

A. It shall be a condition of employment that all employees of the Company 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. 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 or after the sixtieth (60) day following the beginning of such employment, become and remain members in good standing in the Union.

B. Employees shall be on probation for a period of sixty (60) days from the date of employment unless extended with the consent of the Union, which consent shall not be unreasonably withheld. The Company shall have the right to discharge employees during their probationary periods with or without cause. Upon the satisfactory completion of the probationary period, employees shall be placed upon the seniority list as of their hire or rehire dates.

C. Upon receiving the written authorization of an employee, the Company agrees to deduct from the first pay of each month, membership dues and initiation fees in such amounts as the Union notifies the Company, in writing, are those required pursuant to its

By-Laws and Constitution. During the full term of this Agreement and any extension or renewal thereof, the Company shall forward to the duly authorized officer of the Union a check representing such Union dues and initiation fees, and a list of names from whom the deductions were made. The Union agrees to indemnify and reimburse the Company for any improper, illegal or erroneous payments made to the Union under this Article.

D. The Company agrees to notify the Secretary-Treasurer of the Union at monthly intervals of all new employees, addresses and rates of pay, and all removals from the Company's payroll.

E. The Company agrees that if an employee fails to tender the periodic dues and initiation fee uniformly required as a condition of acquiring and retaining membership, it will, upon written demand from a properly authorized official of the Union, discharge such employee within seven (7) days after receipt of such demand.

F. The Union shall have the right to send applicants for jobs and the Company agrees to interview such applicants and give the same consideration to Union-sent applicants as it gives to applicants from other sources. This provision shall not be deemed to require the Company to hire Union applicants or to preclude the Company from hiring employees from other sources. The Company reserves the right to pass on the qualifications and experience of all applicants for employment.

#### ARTICLE 4. SENIORITY

A. The Company recognizes the general principle that senior employees shall have preference to work at a steady job for which the pay is highest, provided the Company feels such employee is qualified for the type of work available. Helpers shall likewise

have the opportunity to advance to other jobs. While an employee may be entitled to operate a straight truck, tractor or semi-trailer, it does not mean that he has a right to choose a specific unit, run, trip or load.

B. Saturday work shall be on the basis of seniority in job classification. At the beginning of each week, the Shop Steward shall post a seniority list near the time clock. The names of employees shall be listed by job classification (Driver or Warehouseman) and, within each classification, in order of seniority. Employees who are unavailable for Saturday work will indicate so on this list. If work for any Saturday is cancelled, the employees who were scheduled for that day shall have the opportunity to work the next available Saturday.

C. There shall be plant wide seniority for purposes of layoff and recall provided that in the case of layoff, the Company feels that those employees remaining are qualified and capable of performing the work and, in the case of recall, the Company feels that employees subject to recall are qualified and capable of performing the work to be done.

1. In the event of a recall, the laid off employee shall be given notice of recall by telegram, registered or certified mail, sent to the address last given the Employer by the employee. Within three (3) working days after tender of delivery at such address of the Employer's notice, the employee must notify the Employer by telephone or regular mail, of his intent to return to work and must actually report within seven (7) calendar days after date of tender of delivery of the return notice, unless it is mutually agreed that the employee need not return to work within seven (7) calendar day period. In the event the employee fails to comply with the above provisions, he shall lose all seniority rights under this Agreement

and shall be considered as a voluntary quit, unless his failure to comply is due to physical or mental impairment beyond his control.

2. Seniority shall only be broken by discharge, voluntary quit, and layoff for more than one (1) year. Voluntary quit shall be defined as failure to report for work or otherwise notify the Company for three (3) consecutive workdays, unless his failure to comply is due to physical or mental impairment beyond his control.

D. Any disputes regarding the application of this Article may be submitted to the grievance procedure.

ARTICLE 5. WORK DAY

A. Eight (8) hours shall constitute a day's work from Monday to Friday. Hours in excess of eight (8) hours from Monday to Friday inclusive, and all work on Saturday, shall be paid for at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay. Men required to work on Saturday are guaranteed four (4) hours at the overtime rate.

B. A day's work shall be exclusive of one-half (1/2) hour for lunch, which shall not start before 11:30 a.m., nor later than 1:30 p.m. All employees on the premises must punch in and out for lunch. All employees will be entitled to a fifteen (15) minute break in the morning and a ten (10) minute break in the afternoon.

C. A regular day's work will start at the Employer's discretion between 5:30 a.m. and 8:00 a.m. November 1 through April 30 and 5:30 a.m. and 8:30 a.m. May 1 through October 31. Starting time to be from the time of the employee's arrival at the garage to

leaving same at night. Time clocks shall be used where possible in all cases.

D. Employee not eligible for Saturday work if employee is absent without pay on Friday.

**ARTICLE 6. REPORTING AND TIME CARD PROCEDURES**

A. All employees when reporting to work must park in the designated parking area and nowhere else prior to punching in at the time clock. Upon punching in, all employees shall proceed to their designated jobs, check their equipment and be prepared to assume their work.

B. Each employee shall punch in his own time card at the start of the day and punch out his own time card at the completion of the day's work. No employee may punch out without a supervisor's approval. All employees must see a supervisor before punching out to go home.

C. If an employee is on the premises, he is to punch the clock in and out during lunch break. Employees off the premises are unable to punch in and out for lunch will have 30 minutes automatically deducted.

D. In the event that any employee is ordered to report at, or leave his vehicle at, a place different than his usual starting point, such employee shall be paid transportation expenses. Each employee shall begin and end his workday at the Company location to which he is regularly assigned or shall be paid for the time it takes to travel to and/or from such location.

E. No employee may enter anyone's home except if necessary to use a telephone in case of an emergency, and then only with the owner's permission.

**ARTICLE 7. LATE REPORT**

A. Employees late for assignments shall be placed at the bottom of the seniority list for that day, (if a driver or warehouseman arrives late for work five (5) or more times within a ninety (90) day period, he shall lose all his seniority rights for a period of six (6) months) for the purpose of this provision, lateness will be interpreted as ten (10) minutes past the required starting time. This provision shall apply to all drivers and warehousemen including all of the shop stewards as well as the alternates. The calendar year will be from January 1<sup>st</sup> through December 31<sup>st</sup>, divided into four (4) quarters. Nothing in this Section shall be deemed to abrogate the Company's right to discipline for lateness.

B. Call in must be fifteen (15) minutes before start.

Company will provide answering machine or cell telephone numbers to notify Company of absence.

**ARTICLE 8. EMERGENCY SHUT-DOWN**

It is understood that if an employee is sent home due to an "Act of God", power failure, and/or other circumstance beyond the Company's control, the employee shall receive pay for all hours worked but no less than four (4) Hours' pay. If an employee works more than four (4) hours, he shall receive a full day's pay.

ARTICLE 9. DISCHARGE AND DISCIPLINE

A. The Company shall not discharge or suspend any employee without just cause and the written notice of discharge or suspension must set forth the specific reason(s) for such action. The Company agrees that prior to suspending or discharging an employee for reasons other than (1) those listed for immediate discharge, or (2) insubordination, it will give the Union two (2) days' notice. Notice shall be effective upon delivery of Certified Mail to the Local Union, and a copy of the notice shall be given to the shop steward. A copy of the notice shall be sent to the Union.

B. In respect to discharge and suspension, the Company shall give at least one warning notice of the specific complaint against such employee, in writing, and a copy of same to the Union and the shop steward, except that no warning notice need be given to any employee before he is discharged if he is discharged for any of the causes listed in Paragraph C. No notice shall be considered valid unless it is in writing, has been delivered to the employee, personally or by certified mail to the address given to the Company within seven (7) days, excluding Saturdays, Sundays, and holidays, from the date the Company knew of or reasonably should have become aware of the specific grounds and circumstances upon which it is based. Disciplinary notices cannot be used to support disciplinary action with respect to event(s) occurring more than twelve (12) months after the date of such notice.

C. The only causes for immediate discharge of any employee shall be theft of money, goods, or merchandise, proven drunkenness, or proof of being under the influence of liquor or drugs during working hours, calling an unauthorized strike or walk-out, assault on a supervisor or other company representative during working hours, failure to report an accident which the employee would

normally be aware of, proven recklessness resulting in a serious accident while on duty, the carrying of unauthorized passengers in the cab of a truck while on duty, falsification of employment application or revocation of an employee's right to drive (truck drivers only) due to an conviction for DWI or DUI. Although theft of time shall not be cause for immediate discharge, it is recognized as an offense for which severe disciplinary measures may be invoked.

D. The Company agrees that it will not discharge or discipline employees for refusing to make deliveries at any point where there is a labor dispute in progress, providing said labor dispute does not violate any Federal or State Law.

E. Notice of appeal from any discharge or suspension must be made to the Company in writing by the Union within five (5) working days from date of discharge or suspension. If the Company and Union are unable to agree as to a settlement of the case, then it may be appealed through the grievance machinery set forth in Article 20 of this Agreement.

F. The Employer shall not require employee's to take out on the streets or highways any vehicle that is not in safe, operating condition or equipped with safety appliances prescribed by law. It shall not be a violation of the agreement when employees refuse to operate such equipment.

G. Suspension of license (truck drivers only) for non DWI or DUI, the employee shall have 30 days to have their license reinstated or they will be terminated. During the period of suspension of license the employee shall work in a non-driving position and shall be paid the wages of the warehouse classification.

ARTICLE 10. ACCIDENTS, LOSS OF EQUIPMENT

A. Any employee involved in any accident during the course of employment or involving a Company vehicle, whether said accident is considered large or small, shall immediately report said accident and any physical injury sustained to the Company. When required by the Company, the employee before going off duty, or at such other time as designated by the Company, shall make out an accident report in writing on forms furnished by the Company, and shall turn in all available names and addresses of witnesses to the Company. Such reports shall be made out on Company time. Failure to comply with this provision shall subject such employee to disciplinary action. Any concealment of accidents will result in immediate dismissal from the job.

B. In the event an employee receives a traffic citation during the course of employment or involving a Company vehicle, he must promptly notify the Company. Failure to comply will subject the employee to disciplinary action up to and including discharge.

C. The Company will provide employees with rain jackets and pants. Employees are to be completely responsible, while on duty of the following equipment furnished to them. Employee's shall report to management any missing equipment immediately.

1. Straps to secure load
2. Truck Canvas
3. Safety equipment such as fire extinguishers, reflectors, flares, fuses, tool box, plus hand tools.
4. Rain jackets and pants, rain ponchos or coats, hard hats.

D. Accidents, Safety Violations Etc.

1. Accidents

a. When an employee is required to appear in court for the purpose of testifying because of an accident the employee may have been involved in during working hours while in the course of employment, such employee shall be reimbursed in full by the Employer for all earning opportunity lost because of such appearance.

b. To the extent covered by the Company's liability insurance policy, the Company agrees as follows: (1) to furnish bail bond and legal counsel to employees who are involved in accidents during working hours and pay in full for same; (2) to assume responsibility for all judgments and awards against an employee who is involved in accidents during working hours, which result through court action against said employee.

c. Notwithstanding any of the foregoing, the Company shall not be obligated to furnish bail bond or legal counsel or reimburse the employee for time lost if the employee has been charged with drunken driving, driving under the influence of a controlled substance, criminal negligence, or any other criminal offense.

2. Safety Violations

a. Equipment - Employees shall not be held responsible for vehicles not properly equipped to comply with the State Motor Vehicle laws and shall be compensated for fines and time lost if summoned to court, etc., because of same, provided that the deficiencies or lack of proper equipment is not a result of the employee's failure to maintain the equipment or follow Company policies.

b. Drivers shall not be held responsible for overloaded (defined as loads in excess of the vehicle's GVW) vehicles. Whenever a driver is penalized because of such

overload, the Company shall bear all cost in connection with such overload penalty and shall pay all damages assessed against the employee, including accrued overtime, for delay and/or any lost earning opportunity that the employee might suffer. In the event the employee shall suffer a revocation of chauffeur's license because of violation of laws governing equipment and the weight loads of vehicles by the Company, the Company shall provide suitable and continued employment for such employee at not less than regular earning at the time of revocation of license, for the entire period of revocation of license, and the employee shall be reinstated to the seniority held prior to revocation of driver's license, after the license is restored.

#### ARTICLE 11. GRIEVANCE AND ARBITRATION

A. Any dispute or grievances that may arise between the Company and an employee or the Company and the Union, concerning the application or interpretation of any provision of this Agreement, or any disciplinary matter referred to in Article 9, shall be discussed in the manner set forth below within seven (7) working days after the reason for such grievance has occurred.

First Step: Between the representative of the Company and the Shop Steward along with any individual grievant, who shall first attempt to adjust the controversy among themselves.

Second Step: Between an officer of the Company and the Union Business Agent or Officer of the Union.

B. Any disputes or grievances which remain unresolved following conclusion of the Second Step meeting shall be referred, upon demand in writing of either party, to an arbitrator selected in accord with the rules of the New Jersey State Board of Mediation.

Such demand for arbitration must be made within seven (7) working days of the failure of the parties to resolve the dispute or grievance following Step 2. The failure of the party pursuing the grievance to submit the matter to arbitration within such seven (7) working day period shall be deemed acceptance of the other party's position and shall constitute final resolution of the grievance and a waiver of that party's right to pursue the grievance to arbitration.

C. The arbitrator shall be bound by the terms of this Agreement, and he shall have no power to alter, amend, modify add anything to or take anything away from its provisions. The decision of the arbitrator shall be final and binding on all parties and the expenses of the arbitrator shall be borne equally by the parties.

D. It is the intention of the parties that all unsettled grievances, disputes or complaints involving this Agreement are to be submitted to final and binding arbitration as provided herein. No suit in any court of law, or before any government board, may be maintained by the Union or the Company unless, as a condition precedent, it has first submitted the dispute to arbitration.

The failure of the Employer to comply with the arbitration award shall entitle the Union to take economic recourse up to including strike.

#### ARTICLE 12. HOLIDAYS AND PERSONAL DAY

A. Paid holidays shall include the following:

New Year's Day	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	Day before New Year's

B. Any employee working on paid holiday will receive an additional day's pay at the regular rate, plus time and one-half (1-1/2). In order to be entitled to the holiday pay, the employee must have worked the scheduled work day before and the scheduled work day after the holiday.

C. Employees asked to work by seniority with a minimum of eight (8) hours work or pay on a contractual holiday will be paid for time and one-half (1-1/2) for all hours worked plus, the holiday pay at straight time.

D. Employees will be entitled to one personal day per calendar year to be taken during the period from November 15 to March 15. Such day must be scheduled with three (3) days advance notice to the Company and may be taken in half days.

#### ARTICLE 13. VACATIONS

A. All full time employees will be given two (2) weeks' vacation with pay after one (1) full year of continuous employment.

All full time employees with seven (7) years completed uninterrupted service will receive three (3) weeks' vacation with pay.

All full time employees with fifteen (15) years completed uninterrupted service will receive four (4) weeks' vacation with pay.

B. Vacations will be taken between November 1<sup>st</sup> and May 15<sup>th</sup> and shall include Christmas to New Year's week if the Company is closed. Company agreed to 5 single vacation days per year with 10 day notification to Company to be used between November 1<sup>st</sup> and May 15<sup>th</sup>. During the period from May 1<sup>st</sup> to October 1<sup>st</sup>, only one (1) employee per location will be permitted to go on vacation at any one time.

C. Vacation time must be requested at least one (1) month in advance in order to avoid conflicts. Vacation approval must be given by the Company within ten (10) days after application by the employee. This approval must be in writing and will be binding on both parties involved. Seniority shall prevail in case of conflicts over vacation time requested.

D. All vacation time must be taken within the calendar year. No vacations will be accumulated from year to year. If for any reason a conflict should occur, then, contingent upon the written approval of the Company, an employee may be able to secure a vacation date in January of the next year.

E. If any holiday listed in Article 12 occurs during the period when an employee is on vacation, then such employee shall have the choice of taking an extra day's vacation with pay or an additional eight (8) hour's straight-time pay for such holiday.

F. All days lost by an employee while receiving benefits under Worker's Compensation and who otherwise would have had work opportunities with the Company shall be credited towards his qualification for vacations as provided above.

**ARTICLE 14. HEALTH, WELFARE AND PENSION**

Section 1. The Employer agrees to make contributions at the rates set forth below and participate in the TIE Pension and Welfare Funds, pursuant to the Trust Indenture, its rules and regulations as amended.

**Pension Fund:**

Effective January 1, 2017 - \$456.00 per month paid

Effective January 1, 2018 - \$456.00 per month paid

Effective January 1, 2019 - \$473.00 per month paid

**Welfare Fund:**

Effective January 1, 2017 - \$1438.20 per month

Effective January 1, 2018 - \$1541.90 per month

Effective January 1, 2019 - \$1647.00 per month

Section 3. Contributions are to be made for time worked or time for which an employee received wages, including, but not limited to, paid holiday, paid vacation days, paid sick days, and etc.

For pension and welfare contributions, the Employer shall be obligated to contribute only to a maximum of 8 hours per day, 40 hours per week, to a maximum of 2080 hours per 52 week year.

Section 4. The Employer hereby agrees to permit an authorized representative of the Fund to inspect its records for the purposes of checking the accuracy of the contributions required to be paid by the Employer of said Fund.

Eyeglasses:

The Company will pay each employee \$40.00 per year, or \$120 every three (3) years for eyeglasses. In order for this to be processed, a paid bill or invoice from an optometrist must be submitted to the Company. Anything spent over \$40.00 or \$120.00, whichever is applicable, will be paid by the employee.

ARTICLE 15. SICK DAYS

A. Employees hired prior to May 7, 2014 with twelve (12) or more months of employment will be entitled to seven (7) sick days per calendar year. Employees with less than twelve (12) months of employment will receive one-half (1/2) sick day per month worked.

B. Employees hired after May 7, 2014 shall receive a maximum of five (5) sick days per calendar year.

C. Sick days can be used as personal business days or rain or snow days.

D. The Company will permit employees to use one half (1/2) sick day when needed to entitle the employee to pay for a full eight (8) hour work day.

E. At the end of the year, those employees who do not use their authorized sick days and have been employed for six (6) or more months will be paid for an eight (8) hour day of regular time for each sick day not used.

F. Employees will not be paid for any sick days unless they notify the Company officer or supervisor of their absence before assigned starting time.

G. Employees who incur three (3) unexcused absences will receive a written warning.

Employees who incur four (4) unexcused absences will receive a three (3) day suspension.

Employees who incur a fifth (5<sup>th</sup>) unexcused absence will be terminated.

A Doctor's note is needed for excused absence.

#### ARTICLE 16. BEREAVEMENT LEAVE

In case of a death in an employee's immediate family (i.e., Spouse, Mother, Father, Sister, Brother, Children, Stepchildren, Grandparent, Grandchildren), the Company shall grant such employee three (3) working days off with pay.

In the event of the death of any employee's Mother-in-law, Father-in-law the Company shall grant such employee one (1) working day off with pay.

A Death Certificate or other satisfactory proof of death must be submitted to the Company. In order to be eligible for bereavement leave, an employee must have been on the seniority list for at least six (6) months.

#### ARTICLE 17. SHOP STEWARDS

A. The Company recognizes the right of the Union to designate Shop Stewards and alternates from the Company's seniority list. The Union agrees that it will immediately designate a new Shop Steward in the event a vacancy is created. The authority of Shop Stewards

and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The 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 Company's Business.

3. All major mechanical or safety problems pertaining to all equipment shall be reported to both the Shop Steward and Company who will decide what pressing steps should be taken to correct any of these problems when they arise.

4. Shop Steward is last to be laid off

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

6. The Company recognizes these limitations upon the authority of Shop Stewards and their alternates, and shall not hold the Union liable. The Union reserves the right to remove the Shop Steward at any time for the good of the Union.

**ARTICLE 18. MILITARY SERVICE**

Employees covered by this Agreement who becomes engaged in the Military or Naval Service in any branch of the United States Government, shall, when discharged, be immediately re-employed by the Company without loss of seniority.

**ARTICLE 19. PHYSICAL EXAMINATIONS**

In order for the Company to comply with the Department of Transportation requirement, all new employees whether hired as Drivers or Warehousemen, will be required to submit to a physical examination by a doctor selected by the Company prior to starting work. If the applicant can prove he underwent a physical in the last three (3) months, the Company may, in its discretion, permit the employee to commence work pending the physical examination by a doctor selected by the Company. Thereafter, each employee must take an annual physical examination by a Doctor selected by the Company. All drivers are required to carry proof of such physical examination and to show a card if stopped for an inspection.

**ARTICLE 20. MANAGEMENT RIGHTS**

A. Management of the Company's operations and the direction of its working force, including the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of jobs, change materials or equipment, shut down or discontinue its operations in whole or in part, or change any method of operations, shall be vested solely and exclusively in the Company. Management shall have the right to subcontract or sublet any work at any time in any department, provided that such subletting does not result in

the layoff of any bargaining unit members. Subject to the provisions of this Agreement, the Company shall have the exclusive right to schedule and assign work to be performed and the right to hire or rehire employees, promote, recall employees who are laid off, demote, suspend, discipline or discharge for proper cause, transfer or layoff employees because of lack of work or other legitimate reasons, it being understood, however, that the Company shall not discipline or discharge an employee except for proper cause or otherwise improperly discriminate against an employee.

B. The Company shall have the right to establish, maintain, amend from time to time, and enforce reasonable rules and regulations to assure orderly operation of the Company's business.

C. The Company reserves the right as a legitimate exercise of its authority to require an employee to submit to a controlled substance and/or alcohol test as a condition of continued employment. The company will not require such a test unless an employee is selected for testing under the Company's random mandatory drug testing procedure or the Company observes abnormal behavior, or has a reasonable suspicion of controlled substance and/or alcohol abuse, or the employee has been in an accident for which he has been cited for a moving violation or as otherwise required by the State or Federal Department of Transportation (DOT).

Employees also may be required by the Company to submit to controlled substance testing during a DOT physical examination for drivers and a required physical exam every two (2) years for all other employees. The Employer shall give between thirty (30) and sixty (60) day's notice to an employee of its intent to request such a test.

**ARTICLE 21. BLACKLIST**

The Company shall not establish or create a so-called "blacklist" nor in any way become a party to the establishing of such a blacklist that may have for its purpose the prevention of any member of the Union obtaining employment with any other Company.

**ARTICLE 22. NO STRIKE-NO LOCK OUT**

It is agreed that the Union, its officers and representatives and the employees covered by this Agreement will not strike, slowdown, picket, or in any way interfere with or interrupt the Company's production or any support operation during the term of this Agreement.

The Company agrees there will be no lockout of employees during the term of this Agreement.

Should there be a strike, slowdown, picketing, or interruption or interference with the Company's production operations or violation of this Article in any manner by the Union or the employees covered hereunder during the term of this Agreement, the Union, by its officers, agents, and Shop Stewards shall immediately declare the strike, slowdown, picketing, or interference with production or operations illegal and unauthorized and order said employees verbally to stop the said activity and to resume full production. The Union agrees further to cooperate with the Company to remedy any such situations by immediately giving written notice to the Company and the employees involved declaring the said activity unlawful, unauthorized and directing the employees to return to work.

The Company shall have the right to discipline or discharge employees who participated in the aforementioned improper activity.

ARTICLE 23. INSIDE DELIVERIES AND COD'S

A. Chauffeurs or Drivers shall make deliveries as required, except that they shall not be responsible for losses occurring in making inside deliveries.

B. The Company will exert its best efforts to relieve drivers of responsibilities for COD pick-ups whenever possible. The Company will review the COD situation at the end of September 1994 and, if necessary, resume its reliance on drivers for COD pick ups.

ARTICLE 24. OTHER AGREEMENTS

The Company shall not enter into any other written or oral agreement which in any way violates the wages, hours or working conditions of this Agreement.

ARTICLE 25. ACCESS TO SHOP - BULLETIN BOARD - EXAMINATION OF PAYROLL RECORDS

A. Upon prior notice, representatives and employees of the Union shall have access to the shop of the Employer during working hours to take up complaints, take up Union business, or to determine compliance with the terms of this Agreement. However, such visits shall be scheduled at such time so as not to interfere with the conduct of the Employer's business.

B. The Employer shall provide a bulletin board for the use of the Union.

C. Upon prior notice to management, an authorized representative of the Union shall have the right to inspect records of bargaining unit employees pertaining to wages and economic benefits to assure that the contract is being administered correctly.

ARTICLE 26. TRANSFERS

A. Permanent. If an employee transfers from one location to another, the employee will be credited with years of service to determine entitlement to contractual paid time of benefits. However, the employee's bargaining unit seniority for purposes of layoff, etc. will begin to accrue anew as of the date of transfer to the new location.

B. Temporary. In the event of a temporary transfer, the Company will designate the conditions under which the transfer is to occur (i.e., purpose and anticipated length) and offer it to employees in order of seniority. In the event there are no volunteers, the Company will designate the least senior employee to be transferred.

C. A form will be prepared and signed off by the Company and the employee for all voluntary transfers, whether permanent or temporary.

ARTICLE 27. JURY DUTY

A. In the event an employee is summoned for jury duty, the Company will pay the employee's salary for up to one week less any amount received for jury duty. Such payment is contingent upon the employee's presenting proof of day(s) and hours served.

B. If the employee is released from service prior to serving a full day, the employee is obligated to report to work for the balance of the day and/or week as appropriate.

ARTICLE 28. MEDICAL OR WORKER'S COMPENSATION LEAVE

Employee's out on disability must call his/her Branch Manager after each Doctor's visit to update his/her condition. If employee is cleared to return to work and fails to return to work on the date indicated, the employee shall be deemed to have resigned and will be removed from the seniority list.

ARTICLE 29. TERMINATION OF AGREEMENT

A. The term of this Agreement shall be from January 1, 2017 to December 31, 2019.

B. In the absence of written notice given at least sixty (60) days prior to the expiration date by either party to the other of intention to terminate, this Agreement shall automatically be renewed for a period of another year and from year to year thereafter, until such time as sixty (60) day's notice is given prior to the annual expiration date.

C. The procedure to be followed in the event such notice of termination shall be given is the procedure set forth in the Labor Management Relations Act of 1947.

ARTICLE 30. D.R.I.V.E.

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from his/her paycheck on a weekly

basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to D.R.I.V.E. national Headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and State and Federal Law. No deductions shall be made which is prohibited by applicable law.

ARTICLE 31. 401-k PLAN - AFLAC

A. The Company agrees to administer the Teamsters 401 K as a non-contributing Employer.

B. Company will provide opportunity for employees to purchase AFLAC Disability Insurance.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the day and year first above written.

ARZEE SUPPLY CORP OF NEW JERSEY

FOR TEAMSTERS LOCAL UNION 560

A. A. L.  
Name

Director, Labor Relations  
Title

1-12-2017  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Arzee contract 11-29-1016

[Signature]  
Name

President  
Title

1/11/17  
Date

[Signature]  
Name

Treasurer TRBA/B.A.  
Title

1/11/17  
Date