

COPY

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**PARACO GAS CORPORATION
800 WESTCHESTER AVENUE
RYE BROOK, NY 10573**

AND

**TEAMSTERS LOCAL 445
15 STONE CASTLE RD.
ROCK TAVERN, NY 12575**

**FEBRUARY 1, 2018
THROUGH
JANUARY 31, 2021**



TEAMSTERS LOCAL UNION 445

15 Stone Castle Road
Rock Tavern, NY 12575
TEL: 845-564-5297
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Barry Russell..... Secretary-Treasurer
Jack Sullivan President
Lori Polesel Vice-President
Jerry Ebert..... Recording Secretary
Douglas Bowman..... Trustee
Louis Fuller..... Trustee
Jacques Pean Trustee

NOTICE TO MEMBERS

THIS AGREEMENT PROVIDES THAT ELIGIBLE EMPLOYEES BE COVERED BY THE INDUSTRY AND LOCAL 338 PENSION AND WELFARE FUND. FOR INFORMATION OR CLAIM FORMS, CALL OR WRITE TO INDUSTRY AND LOCAL 338, PENSION AND WELFARE FUNDS, ONE EXECUTIVE BOULEVARD, YONKERS, NY 10701, OR TELEPHONE (914) 375-0591.

UPON TERMINATION OF EMPLOYMENT FOR ANY REASON, PLEASE CALL THE UNION OFFICE IMMEDIATELY TO RECEIVE A WITHDRAWAL CARD. THE COST OF A WITHDRAWAL CARD IS \$0.50.

MEMBERS ARE RESPONSIBLE FOR NOTIFYING THE UNION AND THE FUND OFFIC IMMEDIATELY OF ANY CHANGE OF ADDRESS.

PAYMENT OF DUES IS THE MEMBER'S RESPONSIBILITY, TO BE SUBMITTED TO THE UNION OFFICE WHEN OUT FOR ANY EXTENDED ILLNESS, LEAVE OF ABSENCE, DISABILITY OR COMPENSATION, FOR WHICH SAME HAS NOT BEEN DEDUCTED BY THE EMPLOYER.

THIS WILL KEEP YOU IN GOOD STANDING WITH THE UNION.

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THIS AGREEMENT made this 1st day of February 2012, between **Local 445**, affiliated with the International Brotherhood of Teamsters, located at 15 Stone Castle, Rock Tavern, New York 12575, hereinafter called the **UNION** and **Paraco Gas Corporation**, located at 800 Westchester Avenue, Rye Brook, New York 10573, hereinafter referred to as the **EMPLOYER** or **COMPANY**.

WITNESSETH:

WHEREAS, it is the desire of the parties to this agreement to establish, promote and foster a relationship that will be enduring and of the mutual advantage to both the Union and the Employer.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1 — DURATION OF AGREEMENT

This agreement covering wages, hours and working conditions among employees described in Section 2 shall be effective as of February 1, 2018 (although subsequently hereto) and shall terminate January 31, 2021.

SECTION 2 — RECOGNITION AND SCOPE

This agreement shall cover all Paraco employees at the Peekskill, New York location. The Employer hereby recognizes the Union as the duly authorized Collective Bargaining representative of its employees in the categories of drivers, service persons, installation persons and yard persons. All hauling transportation, servicing, maintenance and installation of fuel and fuel installation shall be performed only by employees working under this agreement.

Yard/Utility position duties include the following:

- Valve/devalue tanks in the yard;
- Pump out tanks in yard;
- Paint tanks in the field/yard;
- Load trucks with propane;
- Trench gas line in field;
- Purge tanks in yard;
- Pick up and deliver tanks in field;
- General yard/plant maintenance;
- Be eligible for and participate in "on call".

SECTION 3 — HIRING OF ADDITIONAL EMPLOYEES

Whenever additional employees are required, the Employer shall notify the Union of such need, and said notice shall be given at least forty-eight (48) hours before the Employer interviews any applicants, except in the event that the Union, upon request of the Employer, is able to send

applicants for interviews sooner, in which case the Employer is free to interview both Union and non-Union applications and except in an emergency, in which case the Union will cooperate in all reasonable respects to assist the Employer in maintaining normal operations. Without discrimination as to any applicant by reason of membership or non-membership in the Union, or in any respect, the Employer shall permit all applicants furnished by the Union to submit their qualifications for the available positions and subject to the foregoing, the Employer after the forty eight (48) hour period, shall have the right in his absolute discretion to hire or to reject any applicant without recourse, it being understood and agreed, however that all employees on the company's seniority list shall be offered employment before other applicants are considered. In selecting applicants to be sent for such interviews, the Union shall act upon a non-discriminatory basis (with respect to membership or non-membership in the Union) and shall not be guided by 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.

Effective February 1, 1998, if the Company needs additional manpower during peak seasons or during periods of sufficient manpower does not meet demand; the Company has the right to bring in one (1) man to satisfy customers' needs. This will be done on a temporary basis and will not exceed 65 calendar days in a fiscal year. The additional manpower will be eligible for overtime.

This temporary manpower will not be assigned to work with a Union employee.

His/her duties will be to drive a Bob-Tail during peak season and, in addition, may relieve the yard/utility person, when the employee is out sick or on vacation.

The Employer will not use this temporary person to displace any Union employees and the Employer will guarantee no less than nine (9) Union employees to the Union.

In the event that any Union person is laid off for lack of work, quits, retires or dies while in the employ of the Employer, this manpower employee will not do Bargaining Unit work, until such time as the compliment of not less than nine (9) Union members is maintained.

The time card, days of rest and hours worked for the temporary manpower person will be made available to the Union upon request by the Shop Steward or a Union Officer.

All new service positions shall be offered to employees presently employed unless a new applicant has more work experience in propane or natural gas service and is more qualified than those presently employed.

SECTION 4 — DAYS OF WORK

All employees shall have a five (5) day workweek, which shall be from Monday through Friday, or from Tuesday through Saturday. Tuesday through Saturday shift will be based on seniority of qualified service employees and drivers. Thirty-three percent (33%) of the existing work force and a minimum of four (4) employees will be eligible to be put on this shift. The shift will consist of three (3) drivers and one (1) service person. Said employees shall begin work at

8:00 AM with the exceptions of two (2) employees who may be assigned to begin work at any hour between 6:00 AM and 9:30 AM. Employees can volunteer for earlier start time based on seniority and may be granted with Company approval. They shall be paid at the rate of time and one-half (1½) for all time worked on Sundays, sixth (6th) days, or holidays and for all time in excess of eight (8) hours on any regular work day. New employees hired after February 1, 1986 may be assigned permanently to the Tuesday through Saturday shift.

4/10 WORK WEEK

If incumbent employees bid for a ten (10) hour work schedule it must be in four consecutive days within a Monday through Thursday or a Tuesday through Friday schedule. New hires may be scheduled to work weekends. Overtime will be paid after 10 hours of work.

New employees hired after February 1, 2004 may be assigned to a Sunday through Thursday shift.

A night shift with starting times between 10:00 AM and 4:00 PM may be assigned to employees hired after to February 1, 2004, for one (1) week only and on a rotational basis, if needed, who will then be assigned to that shift, the rotation system will not apply to employees hired prior to February 1, 2004 unless they volunteer. Employees working the night shift shall receive a night differential of \$1.00 per hour above the scheduled rate of pay.

Lunch breaks must be taken between the 4th and 6th hour of work.

SECTION 5 — RATES OF PAY

Rates of Pay: Award to be as follows:

The minimum hourly rate of pay increases for Employees shall be:

Effective February 1, 2018, increase wages per hour .70

Effective February 1, 2019, increase wages per hour .70

Effective February 1, 2020, increase wages per hour .70

The minimum hourly rate for a Delivery / Drivers shall be:

<u>EFFECTIVE</u>	<u>02/01/18</u>	<u>02/01/19</u>	<u>02/01/20</u>
Starting	\$23.51	\$24.21	\$24.91
Step 1	\$23.71	\$24.41	\$25.11
Step 2	\$24.51	\$25.21	\$25.91
Step 3	\$25.37	\$26.07	\$26.77
Step 4	\$26.25	\$26.95	\$27.65

An employee will move from one (1) step to the next highest step every six (6) months until he/she reaches the highest step.

The minimum hourly rate for a Service Technician shall be:

<u>EFFECTIVE</u>	<u>02/01/18</u>	<u>02/01/19</u>	<u>02/01/20</u>
Step 1	\$25.50	\$26.20	\$26.90
Step 2	\$26.00	\$26.70	\$27.40
Step 3	\$26.75	\$27.45	\$28.15

A Service Technician Apprentice to be hired at \$2.00 less than Step 4 Delivery employee. Every six (6) months apprentice will get a \$0.50 increase up to a two (2) year period. At the end of the two (2) year period if apprentice has the CDL and Hazmat credentials then they will no longer be considered an apprentice. During this two (2) year period the Apprentice will receive the same pay increase as everyone else on February 1, each year of the agreement.

SECTION 6 – MINIMUM CALL

Employees on stand-by shall receive the following:

Monday through Saturday — flat rate of \$25.00

Sunday, Holidays and unscheduled — flat rate of \$50.00

Memorial Day, Independence Day Labor Day flat rate of \$75.00

Thanksgiving, Christmas, New Year's and Easter — flat rate of \$275.00

Christmas Eve — flat rate of \$137.50

All call outs will be paid at the time and one half (1½) for all hours worked. If at anytime management decides not to screen the call outs and the screening back to the Union employee, the time reverts to time and one half (1½).

SECTION 7 – INDUSTRY AND LOCAL 338, PENSION AND WELFARE TRUST FUND

The Pension and Welfare program as set forth in the Agreement and Declaration of Trust executed by the parties and in the resolution and minutes of the Trustees presently existing, or hereafter amended in accordance with the said Agreement and Declaration of Trust, shall be continued in full force and effect for the term of the agreement.

WELFARE:

- Effective February 1, 2018, Employer's contribution will be \$7.40 per hour, per employee, for a total of \$296.00 per week. Employees shall reimbursement to Paraco Gas \$30.00 per week.
- Effective February 1, 2019, Employer's contribution will be \$7.40 per hour, per employee for a total of \$296.00 per week per employee. The employees will continue reimbursement to Paraco Gas \$30.00 per week.
- Effective February 1, 2020, Employer's contribution will be \$7.40 per hour, per employee for a total of \$296 per week. The employee will continue reimbursement to Paraco Gas \$30.00 per week.

PENSION:

- Effective February 1, 2018, the Employer's contribution will be \$5.61 per hour, per employee, for a total of \$224.35 per week.
- Effective February 1, 2019, the Employer's contribution will be \$6.08 per hour, per employee, for a total of \$243.04 per week.
- Effective February 1, 2020, the Employer's contribution will be \$6.57 per hour, per employee, for a total of \$262.95 per week.
- Employees hired after February 1, 2015 (new hires) shall receive a contribution rate of \$3.00 per hour. The contribution rate shall increase 25% each year in the contract until full rate is reached.

The employer shall pay the aforesaid Pension and Welfare contributions for each and every hour actually paid for up to a maximum of forty (40) hours per week and not to exceed 2080 hour per work year for each of his employees covered by this agreement. Payments shall be made promptly on the 15th of the month for all payroll periods which ended during the preceding calendar month. In the case of part time or extra employees who work less than forty (40) hours per week, the Employer contributions shall be made for a full forty (40) hour week. In the case of regular employees who work less than forty (40) hours in any given week because of illness or other reason, the Employer shall only make contributions for the number of hours actually worked.

If the parties are unable to agree within fourteen (14) days of such request upon the contributions required, the consultants to the funds, Segal Co., will be required to recommend appropriate rates and the effective dates thereof and such recommendation shall be final and binding upon the Union and the Employer. The Union shall have the right to strike the Employer who fails to pay the contribution required hereunder, and such a strike shall not be in violation of this agreement. The Employer shall pay the aforesaid Pension and Welfare contributions up to a maximum of forty (40) hours per week and not to exceed 2080 hours per work year for each of his employees covered by this agreement. Payments shall be made promptly on the 15th day of the month for all payroll periods which ended during the preceding calendar month.

SECTION 8 — SICK LEAVE

Employees shall be entitled to five (5) sick days per year. Employees hired prior to February 1, 2004 shall be entitled to eight (8) sick days per year. Between December 1 and December 15, the Employer shall pay to each employee the pay represented by the number of days of unused sick leave since January. New employees with less than one (1) year of service shall be entitled to 5/12 of a day per month until such time as such employee has completed one (1) year of service.

A doctor's note is required after 3 days of sick leave to avoid discipline. Any unexcused absence (sick day) the day before and/or after a holiday, the employee must provide a doctor's note in order to receive holiday pay.

SECTION 9 — HOLIDAYS

The following days shall be holidays:

New Year's Day, Memorial Day, Independence Day,

Labor Day, Thanksgiving Day, Christmas Day, and;

four (4) floating holidays days to use at the employee's discretion. Employees shall be paid an additional day's pay when a holiday falls during their vacation period or when they are on sick leave. If a holiday falls on an employee's scheduled day off, employee will get paid for the holiday and work their normal schedule. Employees required to work on any holiday shall be paid time and one half (1½) for that day in addition to a straight day's pay for the holiday. The employee scheduled to work on Easter Sunday may take off the day but must make that day earlier in that payroll period. Employees have the option of picking their personal day off. The company shall have the right to limit the number of employees requesting the same personal day, to one (1) Bulk tank driver and one (1) Service technician.

First person's request shall be honored.

SECTION 10 — VACATIONS

Employees shall be entitled to the following vacations:

- One (1) week vacation after one (1) year of employment with the Employer;
- Two (2) weeks' vacation after two (2) years;
- Three (3) weeks' vacation after three (3) years;
- Four (4) weeks' vacation after fifteen (15) years.

An employee who at any time during the calendar year completes twenty-five (25) or more years of continuous service shall upon the completion of such period of service be entitled to receive twenty (20) scheduled working days of vacation off with pay plus an additional week's pay for forty (40) hours at regular straight time hourly rate; such additional week's pay to be paid at the time such an employee receives pay for his or her third (3rd) week of vacation, or at the completion of his or her twenty-five (25) years of continuous service, whichever is the later.

The 25th anniversary of continuous service is paid one time on the employees' 25th anniversary year.

NEW HIRES:

1. Vacation calendar will be posted from January 1 to April 1.
2. Employees will make their requests for the year during the posting time.
3. Blackout dates will be reflected on the calendar.....no time off approved during blackout periods.
4. Vacation must be taken in weekly increments except for 1 week. Employees have the ability to split 1-week vacation into 2 days/3 days.

5. Employees will submit a signed vacation request form as back up to request placed on calendar.
6. April 1, calendar will be taken down and manager will approve requests by seniority and return a signed copy to employee. Manager will repost the calendar with approved vacation.
7. After April 1, all vacation requests will be first come – first serve following the same procedure. No more than 1 employee will be allowed off at anytime without written approval from Regional Manager.

Blackout period is December 1 through March 15 and the week before and after Thanksgiving and Christmas.

ADDITIONAL BENEFITS:

The following employee benefits will be at Employer's discretion:

- Employee discount program
- Community Service Day
- Lead Generation Program
- Gym Membership Reimbursement Program
- Employee Referral Program

SECTION 11 — UNIFORMS

The employee will order uniforms in August for Fall / Winter and again in March for Spring / Summer. Uniforms will be worn at all times or employee is subject to disciplinary action.

The employer will reimburse each employee \$175.00 per year for Static Electric Repellent work shoes when receipt is provided.

SECTION 12 — UNION SECURITY

All employees within the unit hereinabove described are required to be or to become members of the Union at the expiration of thirty (30) days from the date of their employment or the date of execution of this agreement, whichever is later. The Employer agrees that upon written notice from the Union to the effect that any employee has failed to pay the dues and initiation fee uniformly required of all Union members, the Employer will discharge said employee within seven (7) days after receipt of written notice.

SECTION 13 — INVALID PROVISIONS

In the event of any change in the law during the term of this agreement, the Union shall be entitled to maximum security lawfully permissible.

SECTION 14 — OVER-TIME WORK

The Employer recognizes the use of seniority for calling in employees for night work and weekend work. Employees shall work overtime as required by the Employer.

SECTION 15 — LOSS OF LICENSE

The Employer shall be responsible for the continued employment during the term of this agreement of any employee who loses his chauffeur's or driver's license solely because of the negligence or fault of the Employer and without any contributory negligence of the employee, always provided that the employee is physically able to do work.

SECTION 16 — STEWARDS

The Union shall appoint one of the employees as job steward. In the event of a lay-off, the job steward shall be the last employee to be laid off.

SECTION 17 — SUBCONTRACTING

The Employer will not subcontract any work presently done by the employees covered by this agreement unless scheduled workforce is unable to complete available work.

SECTION 18 — SAFETY

The Employer will not require an employee to perform work which may endanger his physical safety or health, and the Employer shall provide on all trucks and in the year a sufficient number of employees for the safe and healthy performance of the work. The foregoing shall not be interpreted to require any change in existing work practices so long as working conditions remain the same.

The company shall have a safety meeting at least nine (9) times per year on company time.

SECTION 19 — DISCIPLINE

No employee shall be disciplined or discharged except for just cause.

SECTION 20 — GRIEVANCE AND ARBITRATION

A. **ARBITRATION:** Any and all disputes or grievances arising under or in connection with the terms and provisions of this agreement, or the interpretation or application of the terms and provisions of this agreement, or anything not herein expressly provided but germane to the subject matter of this agreement, or the discharge, suspension or other discipline of employees shall be brought by the complaining party to the attention of the other party pursuant to the procedures set forth at paragraphs (B), (C), (I), (II) below. The two parties shall attempt to resolve same. If the dispute or grievance cannot be satisfactorily resolved it shall be referred to arbitration before an arbitrator selected from the panel maintained by the American Arbitration Association (AAA),

at the option of the mover, to be held in accordance with the rules of the FMCS or the AAA as appropriate. The arbitrator shall make his decision solely on evidence presented by the Employer and the Union. The decision of the arbitrator shall be final and binding on all parties.

B. NON-DISCIPLINARY GRIEVANCE: For disputes or grievances concerning other matters of discipline, employee shall submit same to the Shop Steward within three (3) days after the dispute or grievance arises. In the event it is not resolved locally the dispute or grievance shall be brought to the attention of the Business Agent of the Union by the Shop Steward within five (5) days. If the dispute or grievance cannot be satisfactorily resolved it shall be referred to arbitration pursuant to section (A) above.

C. (I) DISCIPLINARY GRIEVANCE: The following procedure shall apply to all matters of employee discipline and specifically to any grievance arising out of disciplinary action taken by the Employer, subject to the right of the Union to arbitrate under section (A) above at any stage of the procedure.

First Offense — oral warning to employee and notice to Shop Steward.

Second Offense — written warning to employee and notice to the Union, and immediate one (1) week suspension.

Third Offense — written warning to employee and Union, and immediate termination from employment.

Records of warning letters and disciplinary action shall be maintained in employee's permanent employment record for one (1) year from date of infraction.

(II) Notwithstanding the above, it is agreed that an employee charged with the following conduct may be immediately discharged or subject to such lesser discipline as the Employer may determine to take without following the procedures set forth in section (C) above, however to the Employer providing notice to the Union and the Union's right to arbitrate under section (A) above:

Theft

Alcohol or drug abuse while on duty

Willful destruction of property

Failure to report promptly accidents and personal injury.

SECTION 21 — NO WAIVER

The Employer and the Union agree that no employee or group of employees shall have the right to modify or waive the provisions of this agreement.

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SECTION 22 — BEREAVEMENT AND JURY DUTY

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Employees who suffer a death in their immediate families shall be entitled to be paid without working for the three (3) days immediately succeeding such death, but only if they are scheduled to work on such three (3) days. If an employee is not scheduled to work on one or more of the said three (3) days, he shall not be paid therefore. If said three (3) days or part thereof fall on a legal holiday or during vacation or during sick leave taken by the employee, such days shall not be considered days of which the employee is scheduled to work. The immediate family shall include father, mother, sister, brother, husband/wife, children, including step-children and adopted children, mother-in-law and father-in-law.

In the event that an employee loses all or part of his time on account of jury service the Employer shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work for a maximum of two (2) weeks. Employees shall notify the Employer within forty-eight (48) hours after they receive jury notice. Failure to give notice as prescribed herein shall result in loss of compensation rights under this provision. When employees serve on jury duty on their days of rest they are entitled to such jury fees.

SECTION 23 — LEAVE OF ABSENCE

Employees shall be entitled to leave of absence in accordance with the Federal Family and Medical Leave Act.

SECTION 24 — HONORING PICKET LINE

No employee shall be discharged or otherwise disciplined for refusal to cross any lawful picket line posted by any local of the International Brotherhood of Teamsters.

SECTION 25 — DUES CHECK OFF

The Employer agrees to deduct once a month from the pay of each employee his dues to the Union upon receipt from each such employee of a valid duly executed check-off authorization.

SECTION 26 — SENIORITY

- (A) Seniority shall be plant-wide and shall be measured from the date of employment of each employee. Shop Steward has seniority for biddings, vacation and layoff only.
- (B) In the event of a lay-off, the last person hired will be the first to go and all lay-offs are to be in the reverse order of seniority. Employees shall be given one (1) week's notice of lay-offs or one (1) week pay in lieu of notice. Shop steward will receive an additional \$0.25 per hour.
- (C) On days when all employees covered by this contract have reported to work, preference as to work assignments shall be given to employees in order of their seniority, except in cases of emergency calls, and provided that the employee can perform the work of his choice to the satisfaction of the Employer, and provided that such choice of work assignments does not interfere with the efficient operation of the Employer's business, as determined by the Employer.
- (D) Retirement notification. Employees must give the employer a three (3) month notice of their intent to retire.

SECTION 27 — PAYMENT OF FINES

The Employer shall pay fines for traffic violations imposed by proper governmental authority upon any employee for actions of the employee performed in the course of his employment herein, provided that said fine shall be imposed because of the negligence of the Employer and without any contributory negligence on part of the employee.

SECTION 28 — PROBATIONARY PERIOD

An employee shall be on probation during the first 120 days of his employment and the Employer shall have the right in his absolute discretion to discharge such employee for any reason. Such discharge shall not be subject to arbitration.

SECTION 29 — STRIKES AND LOCKOUTS

There shall be no strikes, lockouts, slowdowns, picketing, or other interference with the operation of the business of the Employer during the term of this agreement.

SECTION 30 — NOTICE OF RENEWAL

This agreement shall be automatically renewed for one (1) year from its termination date unless either party shall notify the other party in writing not more than ninety (90) or less than sixty (60) days prior to the termination date of its desire to amend or terminate this agreement.

SECTION 31 — SUCCESSORS AND ASSIGNS This agreement shall bind the parties hereto and their respective successors and assigns.

SECTION 32 — MANAGEMENT RIGHT CLAUSE

The provisions of this agreement shall be expressly limited to hours, wages and working conditions of the employees and no provision shall be construed to restrain the company from the full and absolute management of its' business, including the exclusive right to hire, direct and schedule the working force; to plan, direct, and to control operations; to discontinue or combine any department branch of operations with any consequent reduction or other changes in the working force; to hire and lay off employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management consistent with the terms of this agreement. None of these rights shall be exercised in a capricious or arbitrary manner. Nothing in this Section shall contradict any other provisions of this contract.

SECTION 33 — PAST PRACTICES

The parties agree to the continuation of operational practices fully known by the parties and to the extent those practices are clear and consistently applied over time, and provided those practices are not at variance with the written provisions of this Agreement or modified through prior contract negotiations.

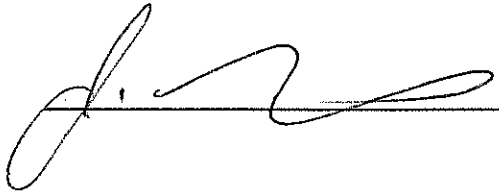
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
day of _____, 2018.

TEAMSTERS LOCAL 445, IBT
15 Stone Castle Rd.
Rock Tavern, NY 12575

By: J. Sullivan

Title: Pres.

Date: 3-26-18



PARACO GAS CORPORATION
800 Westchester Avenue, Suite 604
Rye Brook, NY 10573

By: DAVID M. MUSCOTTO

Title: Chief Operating Officer

Date: 3-26-18

