

Local 804-City Harvest, Collective Bargaining Agreement

COLLECTIVE BARGAINING AGREEMENT (THE AGREEMENT)

BETWEEN

**LOCAL 804 DELIVERY & WAREHOUSE EMPLOYEES (TEAMSTERS) (THE
UNION)**

AND

CITY HARVEST (THE COMPANY)

June 10, 2017-June 9, 2022

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ARTICLE 1. Scope and Recognition

Section 1

The Company hereby recognizes the Union as the sole and exclusive collective bargaining agent for full- and part-time Food Transport Drivers (as defined in this Agreement) and Helpers (excluding all other employees, salespersons, office clerical employees, guards and supervisors as defined in the National Labor Relations Act as well as Harvest Season Drivers as defined in this Agreement) on all matters pertaining to wages, benefits, hours of labor and other terms and conditions of employment.

Section 2

The Company agrees not to enter into any other agreements or contacts, written or oral, with employees covered by this Agreement, either individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreements or contracts shall be null and void.

Section 3

The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent for Food Transport Drivers and Helpers and realizes that in order to provide maximum opportunities for continuing employment, good working conditions and wages, the Company must operate efficiently and in a manner which furthers City Harvest's mission of getting food for and getting it to hungry New Yorkers and performing related activities. The Union, therefore, agrees that it will assist the Company's efforts to carry out its mission by ensuring its support of programs for the efficient utilization of the work force, safety in its operations, courteous service by its employees, the wearing of designated uniforms and the maintenance of good grooming and appearance. It further agrees to promote the Company's business and support it in its efforts to strengthen good will between the Company, the employee, its donors, agencies and the public.

Section 4

Both the Company and the Union enter this Agreement with recognition of the need for a contemporary approach to Labor-Management relations that aim to maximize the success of the Company's mission and that ongoing communications between the Company, the Union and employees is essential for the parties to attain this optimal labor-management relationship. The parties agree that the principle of a fair day's work for a fair day's pay shall be observed at all times and employees shall perform their duties in a manner that best represents the Company's interest. The Company and employees will treat each other with dignity and respect. The Company and the Union agree to meet at either party's request to discuss employee concerns, suggestions, problems, methods of improving morale and other similar subjects and concerns that either party may have.

ARTICLE 2. Management Rights

Section 1

Both parties agree that the Company has the right to manage, direct, plan and control its business and its operations, including matters that are not covered by this Agreement. These rights include but are not limited to: the right to reprimand, suspend, discharge, discipline, or remove a bargaining unit employee from a bidded route or series of routes for just cause; to determine the duties of and direct the bargaining unit employees; to assign work as needed; to determine the number of bargaining unit employees to be employed; to determine the means, methods, and schedules of operations; to hire, classify, reclassify, schedule, assign, promote, transfer, layoff and/or rehire bargaining unit employees consistent with the principle of seniority as provided within the terms of this Agreement; to rebid routes; and to introduce or establish new equipment, facilities, technological changes, procedures or processes. All of the foregoing rights are reserved by the Company except to the extent they may be contrary to or inconsistent with the terms of this Agreement.

Section 2

The Company may establish reasonable rules, regulations and procedures governing the conduct of employees, provided that such rules, regulations and procedures are not inconsistent with any provisions of this Agreement. The Company shall provide employees and the Union with copies of any such rules and maintain them so that all employees affected thereby, and representatives of the Union, may familiarize themselves with them.

ARTICLE 3. Union Security & Credit Union

Section 1

All bargaining unit employees shall, as a condition of continued employment, become and remain members of the Union and all bargaining unit employees subsequently hired shall become members of the Union no later than sixty (60) calendar days after their employment has commenced, in accordance with the requirements of the National Labor Relations Act. Union membership is required only to the extent that bargaining unit employees must pay either (i) the Union's initiation fees and periodic dues, or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the Union's total expenditures that support representational activities.

Section 2

For purposes of this Agreement, "business days" shall be defined as Monday through Friday.

Section 3

Any bargaining unit employee who fails to meet the requirements of this Article shall not be retained in the employ of the Company, provided that the Union shall have notified the Company and the employee, in writing, of such default and said employee shall have failed to remedy the same within ten (10) business days after receipt of such notice.

Section 4

It is understood and agreed between the Company and the Union that the Company will deduct any back unpaid Union dues and initiation fees owed the Union (provided such indebtedness for dues or initiation fees was incurred during employment with the Company), as well as current monthly dues and initiation fees, from the paychecks of all employees who have signed proper legal authorization for such deductions and who are covered by the Agreement on the last payday of the month preceding the current month for which current Union dues and initiation fees are due to the Union. The Company further agrees to remit to the Secretary-Treasurer of the Union all Union dues and initiation fees that were deducted from the paychecks of bargaining unit employees. The Union hereby agrees to indemnify and hold the Company harmless from any expense or liability that shall arise in connection with the Company's action in complying with the Article.

Section 5

The Company agrees to deduct certain specific amounts each pay period from the wages of those employees who give the Company proper legal authorization to make such deductions. The Company will remit amounts deducted to the applicable credit union as directed by the Union once each pay period. The Company shall not make deductions and shall not be responsible for remittance to the credit union of any deductions for those pay periods during which the employee's earnings shall be less than the amount authorized for deductions. The Union hereby agrees to indemnify and hold the Company harmless from any expense or liability that shall arise in connection with the Company's action in complying with the Article.

Section 6

Upon receipt of proper legal authorization from employees, the Company agrees to deduct from each paycheck of all bargaining unit employees voluntary contributions to D.R.I.V.E. The Company shall transmit to D.R.I.V.E. National Headquarters on a monthly basis, in one (1) 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 that employee's paycheck. The International Brotherhood of Teamsters shall reimburse the Company annually for the Company's expenses, which were incurred in administering the biweekly payroll deduction plan.

Section 7

The Union shall indemnify and hold the Company harmless against any and all claims, demands or other forms of liability that may arise out of any action taken by the Company at the Union's request in seeking to fulfill the terms of this Article.

ARTICLE 4. Seniority

Section 1

Seniority shall be defined as length of time served within the bargaining unit. Seniority will be measured from a bargaining unit employee's most recent date of hire into the bargaining unit. In the event that two (2) or more employees have the same most recent date of hire as a full-time employee, the employee with the earliest birth month and day shall be considered the most senior.

Section 2

It is agreed that the principle of seniority for all fulltime bargaining unit employees covered by this agreement shall apply to the bidding of regular work assignments, vacations and layoffs as qualified and as provided herein.

Section 3

Nothing in this agreement will restrict the Company from using part-time or seasonal help. Benefits provided by this agreement shall not extend to these employees and their names shall not appear on the fulltime seniority list. Nothing in this Agreement shall preclude (1) a supervisor or a part-time or seasonal employee from performing work which would normally be performed by fulltime bargaining unit employees in the event of a fulltime employee's absence, a declared emergency/disaster or the acquisition of temporary unscheduled work; or (2) a volunteer from occasionally performing certain work which would normally be performed by an employee subject to this Agreement. Any regular work assignment extending beyond six hours will be considered fulltime work.

Section 4

A part-time bargaining unit employee shall be defined as one who works less than thirty (30) hours weekly. Part-time bargaining unit employees' names will not appear on the fulltime seniority list. Part-time bargaining unit employees are different from seasonal employees as defined in Section 6. The Company shall consider for fulltime employment any qualified, available part-time or seasonal employee prior to the hire of a new employee in that job classification. Upon attaining fulltime status, the employee shall be placed on the fulltime seniority list from the date of commencement of fulltime service. If two or more part-time employees are scheduled to begin fulltime service on the same date, they shall be ranked in the same order as they were hired as part-timers. The Company shall submit a current part-time seniority list to the Union and maintain it on an annual basis.

Section 5

The assignment of part-time work shall remain within the sole discretion of the Company.

Section 6

Seasonal help is defined as temporary Food Transport Drivers or Helpers who operate during "Harvest Season" ("Harvest Season Drivers"). Harvest Season is described as a period of increased workload from the 3rd week of October through the 3rd week of January every year.

Section 7

Any bargaining unit employee who is absent because he/she is on an authorized leave shall maintain and accrue his/her seniority.

Section 8

Seniority lists shall be promulgated annually.

Section 9

An employee shall lose his or her seniority for any of the following reasons:

- a. A voluntary quit.
- b. Discharge for just cause.
- c. Failure to notify the Company of his/her intent to return to work within five (5) business days after the date of the recall notice's tender of delivery. Employees shall be obligated to furnish the address to which they desire such notices to be directed; otherwise such notice will be sent to the employee's last known address.
- d. Failure to report to work within fourteen (14) calendar days after the date of the recall notice's tender of delivery.
- e. Layoff beyond recall date.
- f. Successful promotion to a supervisory or managerial position accommodating a probationary period no longer than sixty (60) calendar days.

ARTICLE 5. Layoff & Recall

Section 1

Layoff and recall shall be in accordance with seniority. In the event of a layoff, the Company shall lay off employees in reverse order of seniority. Employees with seniority at the time of layoff shall have recall rights for two (2) years. Notices of layoffs and recalls shall be provided to the Union.

Section 2

In the event of a recall, the Company shall recall employees in order of seniority as qualified. The recalled employee shall be given notice of recall by registered mail or certified mail sent to the address last given by the employee to the Company. Within five (5) business days after tender of delivery at such address, the employee must notify the Company by registered mail or certified mail of his/her intent to return to work. The employee must actually report to work within fourteen (14) calendar days after the date of the recall notice's tender of delivery unless it is mutually agreed by the Company and the employee that the employee need not return to work within the fourteen (14) calendar day period. In the event the employee fails to comply with the above, he/she shall lose all seniority rights under this Agreement and shall be considered to have voluntarily quit.

Section 3

Seniority shall accumulate during layoff while subject to recall. Employees laid off shall not be entitled to any benefits provided herein.

Section 4

No individual employed by the Company as a Helper at the time of ratification of this Agreement shall be discharged, or laid off if alternative work within the bargaining unit is available for which the individual is qualified to perform, solely because he or she is not qualified to drive.

Section 5

In the event that a Food Transport Driver loses his or her drivers' license, or is unable to drive, the Food Transport Driver shall be offered alternative work within the bargaining unit for which the individual is qualified to perform, if such work is available. In such instance, the Company will assign the Food Transport Driver to perform Helper work. After the Food Transport Driver has been performing Helper work for a period of fifty-nine (59) calendar days, the Company will reclassify the Food Transport Driver as a Helper for all purposes, including wages, hours, benefits, and other terms and conditions of employment, during the period that he or she performs the alternative work, including but not limited to work obtained by bumping a less senior bargaining unit employee. If alternative work is not available, Food Transport Drivers shall be entitled to take an unpaid leave of absence equivalent to their length of service with the employer, not to exceed twelve (12) months.

In the event that a Food Transport Drivers does not return to work by the end of the applicable leave period, he or she shall be deemed to have voluntarily resigned and his or her employment shall cease as of such date.

ARTICLE 6. Hours of Work & Overtime

Section 1

For the purpose of this agreement, the workweek will be defined as Saturday through Friday.

Fulltime bargaining unit employees will be guaranteed forty (40) hours per week exclusive of meal periods, holidays on which a bargaining unit employee is not normally scheduled to work, and any unscheduled absence (e.g., unscheduled sick time and personal time), but inclusive of scheduled vacation time, scheduled sick time, scheduled personal time, and holidays on which a bargaining unit employee is normally scheduled to work.

Meal periods, vacation time, and sick and personal time that is not scheduled five business days in advance does not count as working time for purposes of overtime. Sick time and personal time that is scheduled five business days in advance and holidays on which a bargaining unit employee is normally scheduled to work shall count as working time for purposes of overtime.

All employees shall be entitled to an uninterrupted and unpaid meal period of thirty (30) minutes.

Employees on a shift starting before 11 a.m. and continuing later than 7 p.m. are entitled to an additional uninterrupted and unpaid meal period of twenty (20) minutes between 5 p.m. and 7 p.m.

Employees on a shift of more than six (6) hours starting between 1 p.m. and 6 a.m. are entitled to a forty-five (45) minute uninterrupted and unpaid meal period at a time midway between the beginning and end of the shift.

Section 2

Overtime will be paid to the employee at one and one half (1 1/2) times the employee's regular, straight-time hourly rate of pay for hours worked in excess of forty (40) in one payroll week.

Section 3

If time does not permit the advanced scheduling of overtime, overtime may be required of an employee within a particular qualification.

Section 4

Overtime, which is scheduled in advance, shall be offered on a rotating basis based on bargaining unit seniority provided the employee is qualified to do the available overtime assignment. If no bargaining unit employee or an insufficient number of bargaining unit employees volunteer for overtime, the Company may require one or more bargaining unit employees to work overtime, in reverse order of seniority. If a bargaining unit employee volunteers or is required to work overtime on a particular occasion, the bargaining unit employee is required to accept and perform any and all work that is assigned by the Company.

ARTICLE 7. Shop Steward

Section 1

The Company recognizes the right of the Union to designate one (1) steward and one (1) alternate steward from the Company's seniority list.

Section 2

The authority of the steward and alternate steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- a. The investigation and presentation of grievances with the Company or the designated Company representative in accordance with the provisions of the Agreement; and
- b. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its Officers provided such messages and information:
 - (i) Have been reduced to writing; or
 - (ii) If not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interference with the Company's business.
- c. When requested by the Union or employee, the Company shall allow the presence of a steward or alternate steward whenever the Company meets with a Driver concerning grievance(s) or discipline or during an investigative interview, which could lead to discipline. In such case, the meeting shall not be continued until the steward or alternate steward is present, unless the employee rejects in writing the presence of the steward or alternate steward.

Section 3

The steward and alternate steward have no authority to take strike action or any other action interrupting the Company's business.

Section 4

The steward (or alternate) will be paid by the Company for time spent on premises for meetings, grievances or arbitrations scheduled by the Company. This time will be included as part of the steward's working hours in computing weekly overtime if time falls within his/her regular schedule. There shall be no pay for time spent on Union business or in the Union's investigation of a grievance.

Section 5

The Company recognizes the employee's right (including the steward) to be given requested representation by a steward or designated alternate at such time as the employee reasonably contemplates disciplinary action. When requested by the Union or the employee, there shall be a

steward present whenever the Company meets with an employee concerning grievances or discipline.

ARTICLE 8. Union Officers

Section 1

The Union will keep the Company promptly and correctly advised in writing of the names of the officers, committee members and other accredited representatives who are authorized to represent it in working with the Company.

Section 2

Authorized agents of the Union shall have access to the Company's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues and ascertaining that the Agreement is being adhered to.

Section 3

Visitations by Union officials or the activities of the shop steward (or alternate) shall not unduly interfere with the operations of the Company's business.

Section 4

The Company will provide suitable space for the Union to have a bulletin board at its facility. The bulletin board shall be used solely for the posting of Union notices and announcement of Union meetings, and no such notices or announcements will include inflammatory, harassing or foul language.

ARTICLE 9. Grievance/Arbitration Procedure

Section 1

For the purpose of this Article, workdays will be defined as Monday through Friday, excluding Saturdays, Sundays and scheduled holidays.

Section 2

For purposes of this Agreement, a grievance is defined as any dispute, question or controversy concerning the meaning or application of this Agreement (unless otherwise not subject to this grievance procedure and excluding jurisdictional disputes) which has been reduced to writing. A grievance may be raised by an employee or the Union or the Company and shall be subject to the following procedure, except as otherwise provided in Article 17 of this Agreement:

- Step A:** The employee and shop steward, or Union representative, shall discuss the grievance directly with the employee's immediate supervisor or designee within five (5) workdays after the alleged contract violation has occurred or been discovered.
- Step B:** If a satisfactory settlement is not affected within five (5) workdays after the grievance is presented, a Union Business Representative and the Managing Director of Supply Chain (or his/her designee) of the Company or his/her representative shall meet and attempt to resolve the matter within fifteen (15) workdays after the Step A meeting.
- Step C:** If satisfactory settlement is not affected within five (5) workdays after the Step B meeting, both parties may mutually agree to convene a Labor-Management cooperation meeting between the Company's Chief Executive Officer (or his/her designee) and the Union's designated representative in an attempt to resolve the matter, without the initiation of arbitration.
- Step D:** If the grievance remains unresolved after the Labor-Management cooperation meeting or the parties do not agree to such meeting, the Union or the Company may submit a demand in writing (within ten (10) workdays after the Step B meeting) (copy to the other party) to the American Arbitration Association ("AAA") for the selection of an impartial arbitrator to resolve the grievance, pursuant to the rules and regulations of the AAA. Failure to submit a timely arbitration demand shall bar subsequent processing of the grievance. The fees and expenses of the arbitrator and the AAA shall be shared equally by the Company and the Union. The decision of the arbitrator shall be final and binding on all parties.

Section 3

The time limits specified in this Article may be extended by mutual agreement. Agreements to extend the time limits set forth in this Article shall be put in writing.

ARTICLE 10. Probationary Period

All new bargaining unit employees shall serve a sixty (60) day probationary period. Prior to successfully completing the probationary period, a probationary employee may be summarily dismissed by the Company without challenge. Seniority will begin from the employee's most recent date of hire into the bargaining unit.

ARTICLE 11. Health and Welfare

Section 1

The Company shall allow bargaining unit employees to participate in health insurance plan(s) offered by the Company to other employees, on the same terms and conditions as such plans are offered to other employees, which plans may be modified by the Company from time to time. Supplemental plans may be made available whereby employees are required to contribute any additional fee for these options through a payroll deduction. The Company shall offer employees covered by this Agreement at least one health insurance plan for which the Company will pay 90% of the cost for the union member and his or her qualifying dependents.

Section 2

The Company shall allow bargaining unit employees to participate in dental insurance plan(s) offered by the Company to other employees, on the same terms and conditions as such plans are offered to other employees, which plans may be modified by the Company from time to time. Supplemental plans may be made available whereby employees are required to contribute any additional fee for these options through a payroll deduction. The Company shall offer employees covered by this Agreement at least one dental insurance plan for which the Company will pay 90% of the cost for the union member and his or her qualifying dependents.

Section 3

The Company will provide short term disability insurance as required by New York State. The employee shall bear no cost for this program except as required by law. Short term disability insurance is to be used when an employee is absent from work due to a qualifying event. After exhausting all paid time off, the employee becomes eligible for short term disability payments for the period of disability up to 90 calendar days unless otherwise converted to long term disability.

Section 4

The Company will provide long term disability insurance for employees. Long term disability insurance is to be used when an employee is absent from work due to a qualifying event that extends beyond the period of time established for short term disability and pays a minimum of sixty percent (60%) of the employee's salary up to a maximum of \$5,000 monthly.

Section 5

The Company shall provide life insurance to employees. The value of such life insurance available to employees shall be in an amount equal to one and a half (1 1/2) times an employee's salary, provided that such insurance coverage may be capped at a maximum annualized salary level to be determined by the Company. The foregoing notwithstanding, in no event shall the capped maximum salary level be less than an annualized salary rate of \$85,000 (i.e., a life insurance benefit of \$127,500, or 1.5x \$85,000). Life insurance becomes effective on the first day of the month after an employee has reached three (3) months of employment. Any supplemental life insurance plans that are offered through the Company will be voluntary and the cost will be borne solely by the employee.

Section 6

The Company will provide bargaining unit members with the option of participating in its 403(b) retirement plan or any other retirement savings plan that the Company offers to its general workforce. Bargaining unit employees may contribute up to the annual legal limits for the plan through payroll deductions beginning from their date of hire. Company contributions to the plan will be the same as those offered to the general workforce, but at no time will the Company contribute less than three percent (3%) of the bargaining unit employee's annual salary for participating bargaining unit employees after one (1) year of employment. In addition, the Company shall match a minimum of two percent (2%) of each bargaining unit employee's individual contributions, as outlined in the Plan documents.

Section 7

The Company shall allow bargaining unit employees to participate in any vision plan offered by the Company to other employees on the same terms and conditions as other employees who participate in such plan, which may be unilaterally modified by the Company from time to time.

ARTICLE 12. Safety, Safe Food Handling and Equipment

Section 1

The Company will make reasonable provisions for the safety and health of their employees and shall comply with all federal, state and local requirements for safeguards, cleanliness and proper vehicle maintenance.

Section 2

Each employee who is subject to this Agreement shall comply with all applicable federal, state and local regulations, the Company's safety rules and requirements, attend safety meetings as required by the Company and shall exercise due care when performing his/her job responsibilities, particularly when operating a Company vehicle and using Company equipment.

Section 3

Each employee who is subject to this Agreement shall be required, as a condition of satisfactorily completing his/her probationary period, to complete successfully the Company's ServSafe food handling course. Any existing employees who are part of this Collective Bargaining Unit who have not successfully completed ServSafe at the time of ratification will be given 90 calendar days to comply.

Section 4

Each bargaining unit employee must be able to lift regularly a minimum of 25 lbs. of weight, but no bargaining unit employee shall be required to lift, transport or otherwise handle materials of objects with a per unit weight greater than sixty (60) pounds unless the Company provides an appropriate transporting/handling device(s). The Company, at its discretion, will provide one of the following options with respect to any CDL vehicle: (1) two (2) employees and a manual jack; or (2) if there is sufficient space and visibility on a specific truck for one (1) person to safely operate an electric pallet jack, one (1) employee and an electric pallet jack.

Section 5

All accidents and /or incidents must be reported immediately to the manager on duty or the on-call manager. A written report must be filed at the end of the employee's work shift.

Section 6

Should an employee be injured on the job and be unable to continue working as a result of the injury, he/she shall not lose his/her job as a result of such injury providing that: (i) for employees hired on or before June 9, 2007, he/she can return to work within two (2) years, or (ii) for employees hired after June 9, 2007, he/she can return within the lesser of either his/her term of service with the Company (up to the date of the injury) or twelve (12) months. In the event that an employee does not return to work by the end of the applicable leave period, he or she shall be deemed to have voluntarily resigned and his or her employment shall cease as of such date. However, if the injury was due to gross misconduct or negligence, or violations of Company or DOT Drug and Alcohol policies, this section shall not apply. Before returning to work, the employee may be subjected to a physical examination, as appropriate, paid for by the Company, to ascertain whether he/she is fit to perform their job.

The Company has a zero tolerance policy for alcohol and drug use. Employees will comply with all Company alcohol and drug policies. Employees shall be subject to pre-employment, random, post-accident and reasonable suspicion testing.

Section 7

Employees are encouraged to identify themselves if they have a drug or alcohol problem. Any employee who self identifies prior to any incident raising reasonable suspicion, prior to any accident requiring post-accident testing or prior to being notified of his/her selection for random testing will be allowed to take a leave of absence and may return to work after:

- a. Providing written proof of successfully completing drug or alcohol dependence rehabilitation.
- b. Providing written authorization from a certified counselor/physician that the employee is fit to return to work in a safety sensitive position.
- c. Agreeing to return-to-work testing and tests negative for alcohol and drugs.
- d. Agreeing to random follow-up testing.
- e. Agreeing that any positive alcohol or drug screening test during or after rehabilitation and return-to-work testing will result in his/her immediate dismissal without appeal to any article of this agreement.

ARTICLE 13. Death in Family

Section 1

In the event of the death of an employee's parent, sister, brother, spouse, domestic partner or child (including that of a spouse or domestic partner), the employee shall be entitled to three (3) consecutive days off with pay for bereavement leave.

In the event of the death of an employee's grandparent, mother or father in law, son or daughter in law, or sister or brother in law, the employee shall be entitled to three (3) consecutive days of bereavement leave, with two (2) days paid and one (1) unpaid.

Section 2

For additional time off, an employee may use accrued paid leave with notice to and approval by management. Verification of death is required for leave under Article 13. Examples include notice from the funeral home, newspaper clippings, and a program from the funeral service.

ARTICLE 14. Jury Duty/Legal Witness

Employees will not suffer pay losses of straight-time earnings if they are required to serve on a local, state or federal jury, including the grand jury, or as a legal witness. The Company shall pay such employees their regular straight-time earnings for a period up to three (3) weeks. During any period of jury duty or witness service when court is not in session, the employee shall so inform his/her supervisor and may be required to report to work. Any payment received by the employee for service as juror or legal witness during this period shall be donated to the Company to further its mission.

ARTICLE 15. Attending Hearings

Employees who are required by the Company as a result of any unpreventable accident, incident or other such cause stemming from his/her employment to attend court hearings or other such hearings shall receive eight (8) hours' pay. These hours shall count as working time for purposes of overtime.

ARTICLE 16. Uniforms

Section 1

The Company shall, without cost to employees, furnish employees with appropriate uniforms. Employees are required to wear uniforms as directed during their on-duty hours.

Section 2

Employees will maintain clean uniforms and a neat appearance. The Company will provide employees with a weekly uniform maintenance allowance of \$9.00. The Company will provide its own uniform maintenance service at its own discretion in lieu of the weekly uniform maintenance allowance.

Section 3

The Company shall provide daytime lockers and a changing room to employees, so that they can change in and out of their uniforms before and after their shift. Employees may not attach their own personal locks to any locker.

Section 4

Employees are not permitted to lend their logoed uniforms to anyone, including other employees, or wear their uniforms when they are not on duty.

Section 5

Employees shall be financially responsible for any garments not returned to the Company at the end of their employment. However, an employee may report a garment missing to the Company during their employment and be issued a replacement garment. If an employee reports a missing garment, the employee will be subject to the Discipline and Discharge procedures.

ARTICLE 17. Discipline and Discharge

Section 1

The Company shall not suspend or discharge any employee without just cause. Written notice of disciplinary action, which sets forth the Company's specific reason for such action, shall be furnished to the employee, steward and Union. Any notice of grievance will be given and pursued as stated under this Agreement's grievance procedures. However, in the event of discharge, at the Union's request, the bargaining unit employee, the Managing Director of Supply Chain (or his/her designee), and the Union Business Representative shall meet to discuss the discharge within seventy-two (72) hours of the discharge. Any grievance with respect to such discharge will be written and pursued at Step C under this Agreement's grievance procedure.

Section 2

The Company has the right to issue discipline with just cause. The Company recognizes the principles of progressive discipline and, where appropriate to the disciplinary infraction, will observe those principles. The Company agrees to consider such factors as the nature of the infraction, its potential or actual impact on the Company's business and public image, and the employee's overall work record when determining which form of discipline to impose. Nothing precludes the Company from taking appropriate action based upon the severity of the offense, and nothing precludes the Company from considering the cumulative impact of multiple disciplinary offenses when making disciplinary decisions.

Section 3

Warnings and notices of disciplinary actions shall not remain in effect for more than twelve (12) months, provided, however, that warnings and notices shall remain in effect on a rolling basis, such that if an employee receives a subsequent warning(s) or notice(s) within such twelve (12) month period, the original warning or notice shall stay in effect until the expiration of such subsequent warning(s) or notice(s), which may in turn be further extended by additional warning(s) or notice(s). All warnings and notices of disciplinary actions may be admitted as evidence during the grievance/arbitration procedure, if appropriate.

Section 4

No employee shall be discharged if such discharge is based solely upon information received from GPS or any successor global positioning system.

ARTICLE 18. Non-Discrimination

Section 1

The Company agrees not to discriminate against or harass any individual and is committed to the treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or citizenship status in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

Section 2

The Company agrees not to engage in any other discriminatory acts prohibited by law including, but not limited to, Title VII of the Civil Rights Act, as amended, and any other applicable federal, state, or local laws, rules or regulations. Arbitrators shall apply appropriate law in rendering decisions based upon claims of discrimination.

Section 3

Notwithstanding the employee's right to contact federal, state or local agencies, it is the recommendation of the Union that employees consider pursuing issues and concerns regarding matters covered by this Article first through the grievance/arbitration procedure.

ARTICLE 19. Work Assignments and Scheduling

Section 1

All regular daily shifts will be divided into weekly schedules for the purpose of bidding assignments. Food Transport Drivers will pick these bidded work assignments by seniority as qualified.

Route Bids shall consist of five (5) individual Routes with designated pickup and delivery points sequenced as close as possible within the same logistical area. The Company shall retain the right to adjust any route at any time as new Customers or Donors are added or deleted from its routing schedule. If the Company changes the start time of a route by one or more hours, the Company shall provide the Food Transport Drivers with two weeks' notice of the change. Within one week, the Food Transport Drivers shall either accept the route as modified, or bid off the route to either a shape route or an open route.

The bidding process will be performed annually and Food Transport Drivers shall have two weeks to select a Route Bid in seniority order. Bids shall be selected by Food Transport Drivers, signed by Food Transport Drivers and confirmed & awarded to Food Transport Drivers by Management on a Route Bid Form. Verbal requests or confirmations shall not be a valid form of selection nor be accepted by Management. It shall be the Food Transport Drivers responsibility to notify Management in the event a Food Transport Drivers is on vacation during the active bidding time period. Food Transport Drivers on vacation during the active bidding period will be given the opportunity to bid by seniority prior to vacation leave if necessary. Food Transport Drivers on extended leaves of absences, paid or unpaid, for any reason, will be excluded from that year's bidding process. The Company shall open to bid all newly formed Routes or Routes left open to any Food Transport Drivers without a route assignment.

In the event that there is a route opening due to a bargaining unit employee's vacation or an unexpected route opening (e.g., employee callout), the Company retains the right to assign the route to any bargaining unit employee without a route assignment.

In the event that an employee has been on a leave of absence for thirty (30) days, the Company shall open to bid on a temporary basis that employee's route to any Food Transport Driver without a route assignment.

Food Transport Drivers without a Route Assignment or Route Bid shall be scheduled work by the Company at the Company's own discretion.

Management will assign a second bargaining unit employee to routes in the exercise of reasonable discretion.

Section 2

Bids will include at least two consecutive days off.

Section 3

If a bid becomes vacant, it shall be posted for an interim bid lasting five business days. Food Transport Drivers may place bids as qualified, and the bid shall be awarded to the most senior member bidding. If no Food Transport Drivers bid on an open piece of work, the most junior

Food Transport Drivers without a run will be assigned to the bid, as appropriate. All regular open work may be temporarily assigned as necessary for the purposes of coverage only.

Section 4

Bargaining unit employees must notify the Managing Director of Supply Chain (or his/her designee) immediately upon receipt of any parking summons or moving violation they receive during their shift. At the end of their shift, they must turn in the summons or violation to the Transport Office along with any required Company paperwork. The Company will be responsible for parking summonses that are directly related to the normal course of business. However, if a bargaining unit employee is issued a summons for parking in a handicap zone, crosswalk, in front of a fire hydrant or within a tow away zone, the bargaining unit employee will be subject to the Discipline and Discharge procedures, up to and including termination. Bargaining unit employees should call dispatch in the event an appropriate parking spot is not available. Moving violations and summonses that are attributable to the bargaining unit employee's own actions or negligence will be subject to City Harvest's progressive disciplinary process and payment of the fine shall be the responsibility of the bargaining unit employee. Failure of the union member to pay the fine on the moving violation is a violation of this agreement and will be subject to discipline up to and including termination.

Section 5

Bargaining unit employees are responsible for maintaining their own drivers' licenses in compliance with any federal or state regulations, and with Company policy. If a bargaining unit employee does not meet these standards due to a revocation, suspension, scheduled suspension or excessive points, s/he shall notify the Company immediately.

Section 6

Bargaining unit employees shall take all due care with all equipment provided to them by the Company for purposes of completing their work assignments, including but not limited to the vehicle and its safe operation, any hand truck, lifts, or scales. In addition, bargaining unit employees shall exercise all best practices regarding the loading, transportation and distribution of food, other cargo or supplies, and record, as accurately as possible, any documentation relating thereto. However, unless equipment is lost due to no fault of the Bargaining unit employee, the first time a Bargaining unit employee loses delivery and communication equipment, he shall be subject to discipline pursuant to the Discipline and Discharge procedures. For each subsequent loss of equipment, the bargaining unit employee must reimburse the Company for the lost equipment, and the failure to reimburse the Company will subject the bargaining unit employee to immediate termination. Notwithstanding the foregoing, if the second loss of equipment occurs more than twelve (12) months after the first loss, the bargaining unit employee shall be subject to the next stage of appropriate discipline. A third loss of equipment shall always, subject the bargaining unit employee to either reimbursement or immediate termination.

ARTICLE 20. Paychecks and Payday

Section 1

When a payday falls on a holiday, checks shall be distributed on the preceding day. In the case of extended illness or scheduled absence, an employee may request that his/her paycheck or pay stub be mailed to his/her home address. In no event will a paycheck or pay stub be given to any other party without the Driver's direct written consent. The Company will give bargaining unit employees thirty (30) calendar days' advance notice of any change in the payday.

Section 2

In the event that an employee's paycheck is lost or stolen, the employee shall notify the Company. The Company will issue a new check within five (5) calendar days after confirmation of a stop payment notice.

Section 3

Upon request, an employee may receive his/her wages by direct deposit or other pay device as technology allows, offered through the Company. Requesting employees must inform Human Resources in writing of their desire for direct deposit and must provide all necessary information. In lieu of a paycheck, an employee using direct deposit shall receive a statement reflecting the transfer of wages into his/her account(s) on each payday.

Section 4

Employees shall be paid every week.

ARTICLE 21. No Strike/No Lockout

Section 1

Except as otherwise provided for in the Agreement, during the term of the Agreement, the Union will not call or authorize, and employees shall not engage in any strike; refusal in the course of employment to use, transport, or otherwise handle or work on any goods, articles, materials, or commodities or to perform any services; picket; boycott; sympathy strike; sickout; slowdown; or otherwise disrupt the Company's business.

Section 2

In addition to any other legal remedies that the Company may have, including an action for damages and/or injunctive relief, in the event any employee or group of employees violates the paragraph above the Union shall:

- a. Publicly declare that the strike or job action is unauthorized.
- b. Promptly order its members to return to work.
- c. In good faith use every reasonable effort to terminate such unauthorized strike or job action.
- d. Refrain from interfering with any disciplinary action which the Company may take against any employee who is engaged in said strike or job action, provided that if an issue of fact exists as to whether or not any particular employee has engaged in any such unauthorized action, such issue will be subject to the grievance/arbitration procedure.
- e. Not challenge in any way, whether through the grievance/arbitration procedure or otherwise, the unqualified right of the Company to discharge employees engaged in, participating in, or encouraging such action.

It is understood that such action on the part of the Company shall be final and binding upon the Union and its members and shall in no case be construed as a violation by the Company of any provision of this Agreement.

Section 3

The Company agrees that it will not, during the term of this Agreement, enforce a lockout against the employees for any reason other than the violation of this Article.

Section 4

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action (including but not limited to the temporary or permanent replacement of any employee) if an employee refuses to go through or work behind any primary picket line established by an affiliate of the International Brotherhood of Teamsters, including primary picket lines at the Company's place of business.

It shall not be a violation of this Agreement or a cause for discharge or disciplinary action (including but not limited to the temporary or permanent replacement of any employee) if an

employee refuses to go through any primary picket line when the employee reasonably fears that to do so would present an imminent danger of bodily harm.

Section 5

Notwithstanding Section 4, the Union will work with the Company to facilitate the removal of picket lines whenever possible to effectuate food rescue operations and the Company's mission.

ARTICLE 22. Wages & Job Classifications

Section 1

There shall be four (4) job classifications: Drivers, CDL Drivers, CDL Class A Drivers (collectively "Food Transport Drivers"), and Helpers. The Driver, CDL Driver, and CDL Class A Driver classifications are classifications and not qualifications, meaning that an employee is not a Driver, CDL Driver, or a CDL Class A Driver simply because he or she holds the appropriate drivers' license. Rather, the Company reserves the right to assign a certain number of qualified bargaining unit employees to the Driver, CDL Driver, and CDL Class A Driver classifications at its discretion.

Section 2

The Company shall pay each Food Transport Driver the greater of his/her current hourly wage rate or the following hourly wage rates:

Drivers Pay Rate Table					
EFFECTIVE DATES					
	6/10/2017	6/10/2018	6/10/2019	6/10/2020	6/10/2021
0-1 YR	\$16.04	\$16.52	\$17.10	\$17.62	\$18.23
1-5 YRS	\$17.22	\$17.73	\$18.35	\$18.90	\$19.57
5-10 YRS	\$19.19	\$19.76	\$20.46	\$21.07	\$21.81
10-15 YRS	\$21.24	\$21.87	\$22.64	\$23.32	\$24.13
15 or more Years	\$24.47	\$25.20	\$26.08	\$26.86	\$27.80
CDL Drivers Pay Rate Table					
EFFECTIVE DATES					
	6/10/2017	6/10/2018	6/10/2019	6/10/2020	6/10/2021
0-1 YR	\$17.95	\$18.49	\$19.14	\$19.71	\$20.40
1-5 YRS	\$18.97	\$19.53	\$20.22	\$20.82	\$21.55
5-10 YRS	\$20.36	\$20.97	\$21.71	\$22.36	\$23.14
10-15 YRS	\$22.62	\$23.30	\$24.12	\$24.84	\$25.71

15 or more Years	\$26.01	\$26.79	\$27.73	\$28.56	\$29.56
CDL Class A Drivers Pay Rate Table					
EFFECTIVE DATES					
	6/10/2017	6/10/2018	6/10/2019	6/10/2020	6/10/2021
0-1 YR	\$21.15	\$21.78	\$22.55	\$23.22	\$24.04
1-5 YRS	\$22.53	\$23.20	\$24.01	\$24.73	\$25.60
5-10 YRS	\$23.75	\$24.46	\$25.32	\$26.08	\$26.99
10-15 YRS	\$26.01	\$26.79	\$27.73	\$28.56	\$29.56
15 or more Years	\$30.00	\$30.90	\$31.98	\$32.94	\$ 34.09

For employees in these classifications (Drivers, CDL Drivers, and CDL Class "A" Drivers") the rates outlined in the above table represent increases at the following rates on the dates set forth below.

1. 3.5% above the then-in-effect hourly wage rate, effective retroactively to June 10, 2017. Any retroactive payments shall be made within three (3) payroll periods of the date of the ratification of terms and conditions of this Agreement, which occurred on or about March 10, 2018;
2. 3.0% on June 10, 2018;
3. 3.5% on June 10, 2019;
4. 3.0% on June 10, 2020; and
5. 3.5% on June 10, 2021.

Employees also shall be eligible for quarterly safety bonuses from Employer. The amount of these bonuses, if any, shall be entirely in the Company's discretion, provided, however, that for the quarters ending on March 31, 2018 and June 30, 2018, any safety bonuses granted by Employer shall be in the amount of \$250, less applicable legal withholdings, per eligible employee. Eligibility for the foregoing safety bonuses shall be determined as based on such factors as may be determined by the Company in its sole discretion.

The Company shall pay each Helper the greater of his/her current hourly wage rate or \$15.50/hour effective 6/10/2017, \$15.50/hour effective 6/10/2018, \$15.50/hour effective 6/10/2019, \$15.50/hour effective 6/10/2020, and \$15.50/hour effective 6/10/2021. Any increase in Helper wages shall be determined at the sole and exclusive discretion of the Company.

Section 3

Bargaining unit employees whose shifts begin between the hours of 7:00PM and 5:00AM will receive a night differential of their hourly wages for hours worked.

Section 4

Intentionally omitted.

Section 5

In the event that the Company temporarily assigns a qualified bargaining unit employee to perform work in a different classification (e.g., in the case of a bargaining unit employee's vacation or an employee callout), the bargaining unit employee shall receive the greater of his/her current hourly wage rate or the pay rate for the different classification that corresponds to his/her Years of Service and the applicable Effective Date for each day he/she works out of classification.

Section 6

A Helper is an employee that does not drive, but assists Food Transport Drivers in the loading and unloading of trucks; the hand trucking of product to and from delivery trucks, delivery areas and storage area at each delivery and pickup point; and similar activity.

If a permanent driving job becomes available, Helpers with one or more year's seniority may be considered for full time driving jobs, providing they are qualified. Management shall determine whether a Helper is qualified to drive.

A Helper shall be promoted to the job classification of Driver if he/she has worked as a Driver for the greater of sixty (60) days or 240 logged hours.

A Helper that is promoted to a Food Transport Driver shall:

- a. Be subject to an evaluation period of sixty days unless the Helper was promoted to the job classification of Driver because he/she has worked as a Driver for the greater of sixty (60) days or 240 logged hours;
- b. Receive the pay rate that corresponds to his/her Years of Service and the applicable Effective Date; and
- c. Be entitled to health, retirement, and paid time off benefits as provided for in this Agreement.

Notwithstanding the above, the Company may still assign a Food Transport Driver to be a Helper on a route at its discretion.

ARTICLE 23. Vacations

Section 1

Fulltime Food Transport Drivers who have been in continuous service of the Company, and employed by the Company as of September 25, 2009 will earn vacation time in accordance with the following schedule:

0-5 years' service: 120 hours per year

5-10 years' service: 160 hours per year

Ten or more years' service: 200 hours per year

All other fulltime bargaining unit employees will earn vacation time in accordance with the following schedule:

0-1 years' service: 40 hours per year

1-5 years' service: 80 hours per year

5-10 years' service: 120 hours per year

Ten or more years' service: 160 hours per year

Section 2

The annual posting date for vacation bidding for employees will be during January for a vacation year running from the first week of January to the last week of the following December.

Employees will bid their vacations in accordance with their seniority. In addition, employees may be advanced up to one (1) week vacation for use in January, so long as the vacation request is made by December 15th. Such vacation requests will be honored in seniority order.

Employees must take vacation time in blocks of forty (40) hours. Vacations may not extend beyond two (2) weeks without the Managing Director of Supply Chain's (or his/her designee's) approval. The Company will designate the weekly vacation allotment using the following formula: the total number of vacation hours earned divided by 52 weeks to insure that each eligible employee is able to pick. During Harvest Season, it is the Company's policy to restrict the number of vacations; however, any time made unavailable during this period will be distributed equally throughout the remainder of the year.

Section 3

Employees who have accrued 160 hours or more of vacation time may carry over forty (40) hours of vacation time to the next calendar year. This carried over vacation time must be used by the employee between January 1 and March 31. Employees are strongly advised to participate fully in the vacation bid. As the Company is making appropriate time available for employees to utilize all of their earned vacation time, the Company shall not be held accountable for time lost due to an employee's nonparticipation in the bidding process.

Section 4

Fulltime bargaining unit employees are entitled to use paid vacation hours after completing three (3) months of employment. It is not the Company's intention to grant unearned vacation time or to advance vacation time to any employees. Bargaining unit employees should pick time in good faith based upon hours earned or that will reasonably accrue. Any vacation time knowingly advanced must be approved by the Managing Director of Supply Chain (or his/her designee).

Section 5

If while on vacation an employee becomes sick or has a death in the family as defined, s/he may convert this vacation time to sick or bereavement time upon presentation of valid documentation. The employee shall then select another open vacation bid to consume unused vacation time.

Section 6

Employees who have worked more than three (3) months and whose employment is terminated shall receive the vacation pay they have earned and not used as of their last day of work.

Vacation hours will be accrued at the rate of 1/12 hours for each month of active employment. Any vacation or other paid time advanced to an employee, inadvertently or knowingly, is reimbursable to the Company through a payroll deduction.

Section 7

The Company may limit the number of Food Transport Drivers and Helpers off for combined Vacation and Personal time to eight percent (8%) of the total workforce.

Section 8

It is agreed and understood that each category of paid and unpaid time off may only be used for the purposes for which the time is provided. For example, sick time may only be used for legitimate illnesses, and not for vacation or personal time off.

ARTICLE 24. Sick, Personal and Unscheduled Time

Section 1

Fulltime Food Transport Drivers are eligible to accrue sixty-four (64) hours of paid sick time each calendar year. Helpers are eligible to accrue forty-eight (48) hours of paid sick time each calendar year. Paid sick time is accrued at the beginning of each calendar year. However, even though paid sick time accrues at the beginning of each calendar year, a bargaining unit employee must have completed his/her probationary period before using such time. In addition, bargaining unit employees who commence employment after the first day of each calendar year will accrue paid sick time on a prorated basis. Bargaining unit employees must notify the Duty Manager or On Call manager that they will be using paid sick time at least two hours before their regular start time, except in emergency circumstances. The Company may require credible documentation for any sickness extending beyond two days or any pattern absenteeism. The Union acknowledges that the benefits hereunder are comparable to those provided for under the New York City Earned Sick Time Act and expressly waives application of the New York City Earned Sick Time Act with respect to covered employees.

Section 2

Employees may and are encouraged to bank up to half of their annual sick time to be carried forward from year to year in the event of any unexpected illness. Any banked sick time must be used for illness. On termination of employment for any reason, bargaining unit employees forfeit any accrued but unused sick time.

Section 3

Employees may receive all or part of their paid sick time due to the verifiable illness of an immediate family member defined as a spouse, domestic partner, child, parent or sibling.

Section 4

Employees may donate accrued, unused vacation time and accrued, unused banked sick time to other employees in the bargaining unit who would otherwise need to take leave without pay because of catastrophic illnesses or injuries. Leave donors must obtain the Managing Director of Supply Chain's (or his/her designee's) approval before donating leave.

Employees are eligible to request donations of leave if they are experiencing catastrophic illnesses or injuries or are caring for family members experiencing catastrophic illnesses or injuries. An illness or injury is considered catastrophic if it poses a threat to life and requires inpatient, hospice, or resident health care. Examples of catastrophic illnesses include heart attacks, cancer, and injuries suffered in serious auto accidents. Family members include the employee's spouse, domestic partner, child, parent, or sibling.

To be eligible to request donations of leave, an employee must have:

- worked for the Company for a minimum of one (1) year;
- exhausted all earned leave (including vacation time, sick time, personal time, and leaves of absence) available to him or her; and

- received the consent of the Managing Director of Supply Chain (or his/her designee).

An employee who donates his or her vacation or sick time to another employee may use the number of donated hours as unpaid leave without penalty; however, the number of donated hours may not be carried over to the next calendar year or banked.

Section 5

Fulltime bargaining unit employees are eligible for forty (40) personal hours per year and will be allowed to use it as accrued after working for at least three (3) months. Personal time will be accrued evenly throughout the year. Personal time is intended to be used to accomplish personal business that cannot be completed outside an employee's normal shift and must be requested twenty-four (24) hours in advance. Upon request, personal time may be granted in the case of an emergency. If unscheduled personal time must be taken for emergency reasons, the Company may require credible documentation of the emergency. Personal hours are not considered earned time and shall not be paid out.

Section 6

Pre-approved and scheduled personal time may be also be used at the discretion of the employee for instances including but not restricted to non-Company-observed religious holidays or personal and family celebrations. In addition, employees may schedule time off for religious observances through vacation accruals with at least two weeks' notice and should plan their time accordingly. When an employee has exhausted all personal and vacation time, s/he must request unpaid leave for religious observances at least two weeks in advance, to be granted at the discretion of the Managing Director of Supply Chain (or his/her designee).

Section 7

The Company may grant at its sole discretion a Prescheduled Authorized Unpaid Absence once all scheduled and unscheduled paid time off has been exhausted. Prescheduled Authorized Unpaid Absences shall be approved 24 hours in advance by the Managing Director of Supply Chain (or his/her designee). The Company may waive the 24 hour requirement for Unscheduled Authorized Unpaid Absences which may be requested on an emergency basis and will be granted or denied at the discretion of the Company. The Company may require documentation for each request for an Unscheduled Authorized Unpaid Absence. This section shall not apply to requests for time off that fall under the normal criteria for FMLA / Long or Short Term Disability, or any other paid time off made available by the Company to the Driver. The Company and the Union expressly agree that they waive the provisions of Chapter 12, Subchapter 6, of title 20 of the administrative code of the city of New York, and affirm that this Agreement fully and adequately addresses temporary changes to work schedules.

Section 8

Unscheduled Authorized Unpaid Absences are not intended to be cumulative or to be taken on successive days, before or after a holiday, or on the day of the holiday.

Section 9

Any employee who fails to report for duty including regular, extra or day-off assignments and who does not comply with unscheduled time procedures will be charged with an Absence. Any

employee who abandons his/her assignment after beginning his/her shift may be charged with a job abandonment & subject to immediate disciplinary action up to and including termination unless there is a verifiable emergency supported by credible documentation submitted by the employee.

Section 10

The Company strives to afford its employees ample time off for relaxation, health and holidays, while striving to achieve its mission to provide and deliver food to those in need. The Union and the employees recognize that the Company cannot be successful in its mission without adhering to schedules and managing paid or unpaid time off. The Company therefore shall strictly administer the following attendance policy:

The Company requires regular and punctual attendance from all employees. Bargaining unit employees who are going to be absent for a full or partial work day or late for work must notify the Transport Office as far in advance as possible but at least two hours before their regular start time. Bargaining unit employees who must miss work because of emergencies or other unexpected circumstances must notify the Transport Office as soon as possible.

Absences will be considered excused if the bargaining unit employee requested the time off in accordance with the provisions of this Agreement permitting vacation, sick, and personal time, received the required approval for the absence, and has sufficient accrued but unused time to cover the absence. Absences also will be excused if the employee requested the time off in accordance with other provisions of this Agreement permitting a leave of absence (e.g., workers compensation, ADA, FMLA), received the required approval for the leave, and is in compliance with the leave provision.

A bargaining unit employee will be considered to have taken an unexcused absence if the employee is absent from work during scheduled work hours without permission, including full or partial day absences, late arrivals, and early departures.

Bargaining unit employees will be disciplined for unexcused absences as follows:

- 1st Offense: Written Warning 1
- 2nd Offense: Written Warning 2
- 3rd Offense: Unpaid Suspension of 2 Days
- 4th Offense: Termination. of Employment

If a bargaining unit employee has been issued progressive discipline for an unexcused absence(s), but has no unexcused absence for one (1) calendar month from the date of the last unexcused absence, then the bargaining unit employee shall roll back (1) disciplinary step.

Section 11

The Company may limit the number of Food Transport Drivers and Helpers off for combined Vacation and Personal time to eight percent (8%) of the total workforce.

Section 12

It is agreed and understood that each category of paid and unpaid time off may only be used for the purposes for which the time is provided. For example, sick time may only be used for legitimate illnesses, and not for vacation or personal time off.

ARTICLE 25. Holidays

Section 1

All non-probationary, fulltime employees in the bargaining unit shall receive the same holidays provided to non-union employees, provided that Union employees shall be guaranteed a minimum of ten (10) holidays per year, which ten (10) holidays shall include: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, Christmas, and the Union Associates birthday (floating holiday). The holiday shall be paid on the date that it is commonly observed.

Section 2

To qualify for holiday pay, an employee must have completed his/her probationary period. S/he must also have worked the last regularly scheduled full shift prior to the holiday, the holiday shift (if the employee is scheduled to work on the holiday), and the next regularly scheduled full shift following the holiday, unless such absence is due to a verifiable emergency or scheduled vacation or personal time excused by the Company. The Company may require credible documentation of the emergency.

Section 3

If the holiday falls within the paid vacation period of an employee, the employee shall be paid for the holiday.

Section 4

Holiday pay shall be paid at the employee's regular straight time pay rate for his/her shift.

Section 5

If a holiday falls on a bargaining unit employee's normally scheduled workday, the employee shall receive one and one-half times his or her regular straight time pay rate for time worked, in addition to eight (8) hours' holiday pay.

If a holiday does not fall on a bargaining unit employee's normally scheduled workday, the employee shall have the option of: (1) receiving eight (8) hours' holiday pay, or (2) receiving a floating holiday, which must be taken within thirty (30) days of the holiday.

ARTICLE 26. Leaves of Absence

Section 1

The Company will comply with all federal, state and local laws and regulations regarding Family and Medical Leave.

Section 2

Employees will be required to exhaust any accrued vacation, personal and unscheduled time at the commencement of any leave of absence granted by the Company other than FMLA leave.

Section 3

Upon written request from the Union, the employee shall be granted a leave of absence, without pay, for official Union business. The Company may require credible documentation to support the request, and reserves the right to refuse unreasonable requests.

Section 4

An employee shall not be allowed to work for another employer during such leave of absence without Company authorization, and employment undertaken during said leave of absence shall be grounds for dismissal.

Section 5

The Company will comply with all pertinent laws and regulations regarding employment status and military service.

Section 6

After working at least one (1) year, employees are eligible to apply for an unpaid, personal leave of absence of up to six (6) months for other purposes, subject to the written approval of the Managing Director of Supply Chain (or his/her designee). It is not possible to guarantee continued employment after the leave is over or to guarantee that upon returning to work an employee will be restored to his/her previous position. In addition, while on personal leave, employees will not be entitled to any benefits contained herein except as required by law.

ARTICLE 27. Employee Assistance Program

Section 1

The Company will make available confidential and voluntary external counseling and assistance in the form of an Employee Assistance Program (EAP) to all employees and their family members who may be faced with dynamic challenges of financial concerns, legal issues, alcohol or drug problems, marital problems, illness of a family member, emotional worries, childcare problems, and so forth. Employees and dependents covered by Article 11 Health and Welfare can refer themselves to the EAP.

EAP may be accessed at all hours by telephone. Counselors will be available to meet with employees or covered dependents to assess a problem and develop a plan for solution.

Counselors may suggest a referral to an outside resource, such as a therapist, agency, physician, treatment facility or other professional, that would be appropriate to assist in resolving the problem or situation. There will be no charge for employees or covered dependents to use EAP services.

Section 2

Employees who need to avail themselves of EAP services during regular work hours must use sick or personal time. If illness is involved, any earned sick, personal or vacation time may be used for treatment or rehabilitation.

Section 3

Participation in the EAP does not jeopardize job security or promotional opportunities. However, it does not excuse the employee from following Company policies and procedures and/or meeting required standards for satisfactory job performance, except where specific accommodations are required by law. All contact between the EAP and the employee will be confidential. In cases where an employee's continued employment is contingent upon calling EAP, the EAP counselor will verify only whether or not the employee has contacted the EAP, if ongoing treatment is necessary and whether any treatment plan is adhered to.

ARTICLE 28. Company Closures

In the event of any weather or emergency conditions that may jeopardize the continuity of business, employees should contact the Company immediately. Employees will be directed as to any Company closure or modified work hours. If the Company closes for business, employees will receive regular pay for time lost, provided, however, that if the employee fails to report to work for a scheduled shift on the day after a Company closure, the employee shall be charged a sick day for the day of the company closure. If the employee has no further sick days, he or she will be unpaid for the day of the company closure. If the Company remains open and an employee is unable to get to work through circumstances beyond his/her control, s/he must notify his/her supervisor immediately, and the employee must use earned personal or vacation time. In no case shall this clause be interpreted to restrict the Company's right to lay off employee as needed.

ARTICLE 29. Duration of Agreement

This Agreement is effective June 10, 2017 and shall remain in effect through June 9, 2022.

Changes to the contract may be negotiated at the request of either party. Any proposed changes must be reduced to writing and provided to the other party; negotiations shall be scheduled within thirty (30) calendar days of the request. The length of term for this Agreement is three (3) years after its effective date and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other party at least sixty (60) calendar days prior to the aforementioned expiration date or at least sixty (60) calendar days prior to the annual expiration date of any subsequent year.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its duly authorized officers this 9th day of November, 2018.

For City Harvest



Jilly Stephens, Chief Executive Officer

For Teamsters Local 804, Delivery & Warehouse



Name: _____

SIDE LETTER #1

The Company shall provide the following:

- Marolin Dunn received a one-time payment in the amount of \$1,679.50, by separate check, equal to the annual rate increase, less applicable legal withholdings, within 4 weeks of ratification of this agreement, provided he is actively employed on each of these dates: June 10, 2017.
- Notwithstanding Article 22, Section 2, the Company shall pay the following employee the following hourly wage rates:

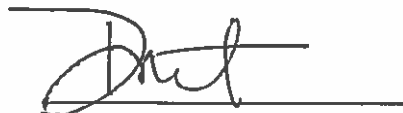
EFFECTIVE DATES					
	6/10/2017	6/10/2018	6/10/2019	6/10/2020	6/10/2021
Dunn, Marolin	\$23.07	\$23.30	\$24.12	\$24.84	\$25.71

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed by its duly authorized officers this 9th day of NOVEMBER, 2018.

For City Harvest


Jilly Stephens, Chief Executive Officer

For Teamsters Local 804, Delivery & Warehouse


Name: _____