

MOVING AND STORAGE AGREEMENT

Between

CASEY & HAYES, INC. / COMMERCIAL DIVISION

And

FURNITURE AND PIANO MOVERS

TEAMSTERS LOCAL UNION NO.82

BOSTON, MASSACHUSETTS

Affiliated with

THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

April 1, 2010

to

March 31, 2016

WITNESSETH

WHEREAS, the parties have met and agreed upon the terms and conditions of a new Agreement to be effective as of the 1st day of April 2010.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto hereby agree as follows:

AGREEMENT

Agreement entered into between Casey & Hayes Movers, Inc. hereinafter referred to as the "Employer", and Teamsters Local Union No. 82, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union".

DEFINITIONS

- A. "Industry" means those persons, firms, corporations, trustees, receivers or organizations furnishing for a consideration any or all of the services of storing or packing of household goods and such other services incidental thereto as are customarily performed by those engaged in performing such storage or packing services, or over-the-road, or local moving of household goods over publicly used roadways or within or between buildings.
- B. "Household Goods" means personal effects and property used or to be used in a dwelling or building when a part of the equipment or supply of such dwelling or building; new or used, including (but not limited to) free-standing furniture, fixtures, appliances, shelving, equipment, and the property of stores, offices, lofts, museums, institutions, hospitals, hotels, motels, or other commercial, charitable, public or religious establishment when a part of the stock, equipment, or supply of such stores, offices, lofts, museums, institutions, hospitals, hotels, motels, or other commercial, charitable, public or religious establishments; and articles including objects of art, or musical instruments, which, because of their unusual nature or value, require specialized handling and equipment usually employed in moving household goods, including new distribution work as defined herein.
- C. "New Distribution Work" means the fitting out of buildings, units or parts thereof with new furniture, new equipment or new machines.
- D. "Employer and Union Committee" means Joint Committee to decide on grievances
- E. "Employees Covered" This Agreement covers drivers (trailers and straight), packers (craters), helpers, (warehousemen, checkers or operators of mechanical handling devices).
- F. "Long Distance Moving" means work, which requires the remaining away from home overnight.

ARTICLE 26

Workweek and Rates of Pay

Section 1. The following classifications and rates of pay shall apply to all work:

Contract Term: 4/01/10 - 3/31/16

Wage Changes:	April 1, 2010	April 1, 2011	April 1, 2012	April 1, 2013	April 1, 2014	April 1, 2015
Trailer Driver	22.125	22.625	23.125	23.625	24.125	24.625
Straight Truck Driver	21.825	22.325	22.825	23.325	23.825	24.325
Packer	21.375	21.875	22.375	22.875	23.375	23.875
Installer	21.375	21.875	22.375	22.875	23.375	23.875
Helper	21.325	21.825	22.325	22.825	23.325	23.825

ARTICLE 33

Health and Welfare Fund

For the duration of the current collective bargaining Agreement and any renewals or extensions thereof, the Employer agrees to make payments for each and every Employee performing work within the scope of and/or covered by this collective bargaining Agreement, whether such Employee is a regular, probationary, temporary, or casual Employee, except for students and teachers during the months between June 1 St and to the end on or before October 1 St of any year.

- (a) Commencing with April 1, 2010, through March 31, 2011, the Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$9.290 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) but not more than \$371.60 per week for any one Employee.
- (b) Commencing with April 1, 2011, through March 31, 2012, The Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$10.220 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$408.80 per week for any one Employee.
- (c) Commencing with April 1, 2012, through March 31, 2013, The Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$11.240 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$449.60 per week for any one Employee.
- (d) Commencing with April 1, 2013, through March 31, 2014, The Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$12.360 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$494.40 per week for any one Employee.
- (e) Commencing with April 1, 2014, through March 31, 2015, The Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$13.590 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$543.60 per week for any one Employee.
- (f) Commencing with April 1, 2015 through March 31, 2016, The Employer shall contribute to the Teamsters Local Union No. 82 Health and Welfare Fund the sum of \$14.940 per hour figured to the nearest quarter hour for which an Employee covered by this Agreement receives pay up to a maximum of forty (40) hours including overtime, but not more than \$597.60 per week for any one Employee.

ARTICLE 41

Duration of Agreement


This Agreement shall be in full force and effect from April 1, 2010 to and including March 31, 2016, and shall remain in full force and effect from year to year thereafter unless either the Union or the Employer gives notice in writing, to the other, of a desire to terminate or modify the Agreement, such written notice to be presented one to the other at least sixty (60) days prior to the date of expiration of this Agreement.


ARTICLE 42

Agreement

The Undersigned Employer and the Undersigned Union agree to be bound by all the terms and provisions of this Agreement.

If changes or amendments are desired, written notice containing a list of the change or amendments shall be sent, one party to the other, at least sixty (60) days prior to the expiration of this Agreement. During such period, conferences shall be held to discuss modification or termination of the Agreement.


EMPLOYER
CASEY HAYES
1/19/2011
DATE


TEAMSTERS LOCAL UNION NO. 82
1/19/11
DATE

See attached Settlement Agreement For Signatures (Signed June 6, 2010)