

Company "Non-Economic" Proposals
SCI Legacy – Chicago Teamsters Local 727 contract negotiations
June 20, 2016

***** The Company reserves the right to modify, add to, delete, or withdraw any proposal set forth herein, or any other proposal made during negotiations.*****

C1. Section 1.1 – Scope of Work: Modify as shown:

1.1 SCOPE OF WORK. The Agreement sets forth the terms and conditions of employment for the performance of embalming, whether in training or licensed; funeral directing, whether in training or licensed; auto livery chauffeur services; ~~and all work traditionally done by the bargaining unit.~~

C2. Section 1.3 – Classifications: Modify as shown:

1.3 CLASSIFICATIONS. Bargaining unit work is divided into two (2) classifications: (1) Funeral Director/Embalmers (including Trainees); and (2) Auto Livery Chauffeurs. It is the intent of this Agreement that bargaining unit work shall be exclusive to a particular classification. Except as specifically provided in Article 13, Sections 13.4, Emergency Work, and 13.6, Removals and Transfers ~~this Agreement~~, no auto livery chauffeur services may be performed at any time by any persons who perform embalming and/or funeral directing services, whether in training or licensed, for or on behalf of the Employer. Funeral/Director/Embalmers may be asked to perform any work for which they have a valid Funeral Director/Embalmer license.

C3. Section 1.5 – Managers Not to Perform Bargaining Unit Work: Modify as shown:

1.5 MANAGERS ~~NOT TO~~MAY PERFORM BARGAINING UNIT WORK. Managers and Supervisors are not part of the bargaining unit and their primary job responsibility shall be to manage the operations of the funeral home. However, it is understood that Managers and Supervisors may perform bargaining unit work as they deem appropriate in their discretion. ; not the performance of bargaining unit work. ~~Managers and Supervisors shall not perform bargaining unit work regularly performed by chauffeurs. Managers and Supervisors licensed in accordance with applicable law may not perform bargaining unit work except in the following circumstances: (i) at the specific request of a family, (ii) in connection with training of bargaining unit employees, (iii) if no bargaining unit employees or an insufficient number of bargaining unit employees are available due to unusual circumstances, or (iv) in the case of a high profile funeral, so long as at least one bargaining unit employee is assigned or (v).~~

C4. NEW Section 1.6 – Conflicts of Interest: It shall be considered a conflict of interest for bargaining unit employees to perform work for a competitor at the same time they are employed by the Company.

C5. Section 2.2 – Authorization for Deductions and Section 2.4 – Enrollment Forms: Modify these two sections as shown:

~~2.2 AUTHORIZATION FOR DEDUCTIONS. The Employer agrees to deduct from an employee's pay all dues and/or fees and pay such to the Union for each and every employee who is covered under this Agreement; provided, however, that the Union presents to the Employer written deduction slips signed by the employee covering a period not in excess of one (1) year.~~

2.4 **ENROLLMENT FORMS.** Upon hiring an employee or upon the request of the Union, it shall be the responsibility of the ~~Employer-Union~~ to obtain from the employee a completed Application and Authorization form provided by the Union and an Enrollment Card provided by the Teamsters Local Union No. 727 Benefit Funds. The ~~Employer-Union~~ will forward the same to the ~~Union-Employer~~ by the employee's thirty-first day of employment or within thirty (30) days after a request by the ~~Union-Employer~~ is made.

C6. Section 3.4 – Sunday: Delete as shown:

~~3.4 SUNDAY WORK. Any full-time Chauffeur who is required to work on Sunday shall be paid time and one half (1 ½) for same.~~

C7. Section 3.5 – Overtime (plus additional Sections specified below):

- (a) Modify so that all employees receive weekly overtime based on hours actually worked – that is, time and one-half (1½) the regular rate of pay for all hours actually worked in excess of forty (40) hours actually worked in a work week. Eliminate overtime for more than 8 hours worked in a day, and eliminate the practice of counting hours that are paid but not actually worked – like vacation, holidays, sick, etc. – toward the accumulation of overtime.
- (b) Also, add language stating that qualification considerations may be taken into account when assigning overtime.
- (c) Add language that all overtime must be pre-approved by management; employees will always be paid for time worked. However, employees may be disciplined for failure to obtain approval before working the overtime.

Make these changes as follows:

3.5 OVERTIME.

- (a) ~~Employees hired before July 1, 2007. Bargaining unit employees hired prior to July 1, 2007, shall receive overtime as follows:~~
 - (1) ~~Time and one half (1 ½) shall be paid for all work done after eight (8) work hours in any one (1) day and after forty (40) work hours in any one (1) week. Overtime shall not be paid twice for the same hours worked.~~

- (2) ~~Seniority shall prevail for overtime requirements among employees of equal qualifications on call backs within the employee's work classification with the Employer. The Employer may take qualification considerations into account such as: whether a significant portion of the clientele of a particular funeral home speaks a foreign language, or whether an employee has particular skills valuable to the Employer that serve as an asset to the Employer in serving the Employer's clientele (such as knowledge of and experience with the traditions, rites, and rituals of a specific religious, ethnic, or other community) and/or has particular value to the Employer in generating business for a particular Funeral Home based on the employee's high level of community involvement. Decisions involving overtime and/or callback assignments shall take such factors of the employees into account in addition to their seniority. Management shall have the discretion to determine how much weight to allocate to each factor. Such discretion will not be exercised unreasonably.~~
- (b) ~~Employees hired after July 1, 2007. BAI bargaining unit employees hired on or after July 1, 2007, shall be paid overtime according to the Fair Labor Standards Act and applicable law. When applicable, employees will receive overtime at time and one-half (1 ½) their regular rate of pay for hours actually worked in excess of forty (40) hours actually worked in a work week. All pay benefits that employees receive for hours that they did not work (such as Holidays, Vacations, etc.) shall not be considered hours worked for overtime purposes.~~
- (c) ~~All overtime must be pre-approved by management. Employees will always be paid for all hours worked and are expected to record their time appropriately. However, employees may be disciplined for failure to properly record time or for failure to obtain proper approval before working the overtime.~~

Delete Sections 5.6, 6.6, 7.9, 8.2, and 9.2 ("Considered As Time Worked") as follows:

~~5.6 — **CONSIDERED AS TIME WORKED.** Only for those bargaining unit employees hired prior to July 1, 2007, a holiday for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.~~

~~6.6 — **CONSIDERED AS TIME WORKED.** Only for those bargaining unit employees hired prior to July 1, 2007, a sick and/or personal day for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.~~

~~7.9 — **CONSIDERED AS TIME WORKED.** Only for those bargaining unit employees hired prior to July 1, 2007, a vacation day for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.~~

~~8.2 ——— **CONSIDERED AS TIME WORKED.** Only for those bargaining unit employees hired prior to July 1, 2007, jury duty pay by the Employer for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.~~

~~9.2 ——— **CONSIDERED AS TIME WORKED.** Only for those bargaining unit employees hired prior to July 1, 2007, funeral leave pay for which an employee is paid and during which he or she did not work shall be considered as time actually worked by him or her under the terms of this Agreement.~~

Delete Section 14.5, which provides daily overtime (overtime after 8 hours worked in a day) to extra chauffeurs as follows:

~~**14.5 — EXTRA CHAUFFEUR — HOURLY OVERTIME.** Except as provided in Section 14.6, an Extra Chauffeur, after eight (8) hours work in any one (1) day, shall receive for each hour worked in excess of eight (8) hours in any one (1) day, not less than the following:~~

	Effective 7/1/2010
After eight (8) hours in any one (1) day	\$40.26

C8. Section 3.6 – On Stand-By Call: Modify as shown:

~~**3.6 ON STAND-BY CALL.** To the extent the Employer utilizes bargaining unit Funeral Directors/Embalmers to work “on stand by” duty, it will do so on a voluntary basis and compensate such Funeral Directors/Embalmers thirty dollars (\$30.00) for each “on stand by” shift and the applicable hourly wage rate for all time actually worked (including phone calls), which will be accurately recorded by the Funeral Directors/Embalmers.~~

WORK BEYOND REGULAR WORK SHIFTS. To the extent the Employer needs to assign work beyond the regular work shifts (including but not limited to removals, transfers, service trips, pick-ups, or “on stand-by call” shifts), the Employer will make assignments in the following order:

- a. First, to on-duty 727-represented employees who are available to perform the work at straight-time rates.
- b. Then – in order of seniority – to any 727-represented employees who have placed themselves on an “Assignment Volunteer List,” so long as they are available to perform the work at straight-time rates.
- c. Then, to on-duty 727-represented employees who are available to perform the work at overtime rates.
- d. Then – in order of seniority – to any 727-represented employees who have placed themselves on an “Assignment Volunteer List,” who are available to perform the work at overtime rates.
- e. If the Employer cannot satisfy its requirements with the above, it shall be permitted to

use any other available source to complete the work, including assigning the work on a fair and equitable basis to the bargaining unit, which assignments employees may not decline.

It is understood that assignments shall only be made to employees who are qualified and/or licensed to perform the work.

Employees who sign up in advance on the Assignment Volunteer List shall be permitted to withdraw their names on any day by calling off in the morning, provided they have not already been given an assignment. An employee need not be at home awaiting the call. A bargaining unit employee who is contacted by the Employer for assignment shall answer the call (as soon as possible, but in any event no later than within 30 minutes of the Employer's call) and accept the assignment if it is still available. It is understood that, if the Employer calls and the Employee does not answer, the Employer will leave a message (if possible) with the time of the call, and then the Employer may immediately move on to assign the work to others. Persistent violations of this provision by employees will be subject to discipline under Article 16.1 – Discipline and Discharge for Just Cause.

C9. Section 4.1 – Work Week/Work Day – Defined for Funeral Directors and/or Embalmers.
Parts (a) – (d): Modify as shown:

4.1 WORK WEEK, WORK DAY – DEFINED FOR FUNERAL DIRECTORS AND/OR EMBALMERS. The following provisions apply to Funeral Director and Embalmers:

- (a) The regular work week for a full time Funeral Director and/or Embalmer shall consist of forty (40) work hours, exclusive of one (1) hour in each day for meals. If an employee separates employment for any reason, the above guarantee shall not apply for the week of separation. The regular workweek for all Employees stated above shall be subject to the Employer's right of complete layoff if there is insufficient work.

(new) A part-time Funeral Director and/or Embalmer is defined as a Funeral Director and/or Embalmer who regularly works less than thirty (30) hours in a week.

- (b) Meal periods shall be taken between the third (3rd) and sixth (6th) hour on the job, as directed by management.

- (c) The regular work day for full-time Funeral Directors and/or Embalmers shall start at 8:00 a.m., unless an employee voluntarily agrees to another starting time. New hires may be hired for any shift, so long as the new hire agrees at the time of hire. The work hours in each day shall be continuous.

- (d) An employee shall receive two (2) consecutive days off in each week. In any two (2) week period, the employee's days off shall include a consecutive Saturday and Sunday or a consecutive Sunday and Monday.

C10. Section 4.1 – Work Week/Work Day – Defined for Funeral Directors and/or Embalmers, NEW Part (e): Modify as shown:

(e) Employees shall not leave the workplace during the workday (including for meal periods) without first obtaining approval from management.

C11. Section 4.2 – Work Week, Work Day – Defined for Auto Livery Chauffeurs, NEW Part (e): Modify as shown:

(e) Employees shall not leave the workplace during the workday (including for meal periods) without first obtaining approval from management.

C12. Section 4.3 – Right to Assign: Add language clarifying the current management right to re-assign and transfer employees between locations as legitimate business needs warrant, as follows:

4.3 RIGHT TO ASSIGN. As work requirements dictate, and prior to resorting to the overtime procedure, the Employer has the right to assign employees covered by this Agreement to perform duties at other locations covered by this Agreement, or by the collective bargaining agreement covering AWGI locations, on a straight-time basis. Likewise, when the Employer has more work than its on-duty employees at a location can handle on a straight-time basis, and when employees employed by those former Alderwoods businesses who have a labor agreement with the Union ("Former Alderwoods Union Employees") are available to perform such work on a straight-time basis, the Employer may utilize those Former Alderwoods Union Employees to perform work at the Employer's locations covered by this Agreement. The intent is that employees covered by this Agreement and Former Alderwoods Union Employees may be used to perform work at a location of the Employer on a straight-time basis prior to resorting to the overtime procedures, or for any legitimate business purpose. This right to assign shall not be subject to or limited by the requirements of Article 22.1 Subcontracting, Sections (a) – (c). This right to assign will not be used in a manner that results in layoffs for employees covered under this Agreement. The Employer shall not be required to pay any more than the wages and benefits according to the terms of the temporarily-assigned employees' "home" labor agreement. If the work assignment is for longer than two weeks and is to a location where a bargaining unit Funeral Director/Embalmer is on layoff, the Employer will first offer the assignment to the laid-off employee.

C13. Section 5.3 – Holiday Pay: Modify as shown:

5.3 HOLIDAY PAY. An employee who works on any of these holidays shall be paid at the rate of time and one-half (1 ½) the employee's regular day's pay, plus the

employee's holiday pay. If not required to work on such holiday, the employee shall ~~not suffer any reduction in the employee's regular weekly wage rate by reason thereof~~ be paid eight (8) hours of straight time pay for that holiday.

C14. Article 6 – Sick and/or Personal Days:

- (a) Modify so that sick days and personal days are separate accruals, and employees shall be required to demonstrate proof of illness to use sick days.
- (b) Days shall be accrued monthly and over the course of the calendar year, beginning with the first month of employment, although employees shall be permitted to use up to their annual accrual in advance.
- (c) Add language that employees are not permitted to take these days within the first 90 days of employment.
- (d) Eliminate carryover and/or payout of these benefits from year to year.
- (e) Add language that, if at the time of termination, an employee has used more sick and/or personal days than he/she has accrued, the unearned but used sick and/or personal days shall be deducted from the employee's final paycheck until repaid.

Delete Article 6 in its entirety and replace with the following:

6.1 ACCRUAL.

(a) SICK DAYS. Active full-time employees shall accrue six (6) sick days per year.

(b) PERSONAL DAYS. Active full-time employees shall accrue three (3) personal days per year.

(c) MONTHLY BASIS/ABILITY TO BORROW. Sick and Personal days shall be earned and accrued on a monthly basis in each calendar year. Eligible employees shall be permitted to "borrow" and use that year's full complement of sick/ personal days in advance – that is, on January 1st of each year, to be used by December 31st of each year. Inactive employees shall not accrue benefits.

6.2 SCHEDULING/APPROVAL OF DAYS.

(a) SICK DAYS. Employees shall give as much advance notice as possible of requests to take sick leave. Sick days shall be used for one's own illness or injury, or the illness or injury or to attend medical appointments of members of the employee's immediate family. In order to be approved for the use of sick leave benefits, employees shall submit a physician's note to management. Employees who have been off from work due to illness or injury (for three (3) or more days) shall be permitted to return to work upon the presentation to the Employer of a certificate from the employee's physician attesting to the employee's physical fitness.

(b) PERSONAL DAYS. Use of personal days requires at least two weeks' advance notice and approval by management. The first employee to request a personal day for a particular day shall generally be approved, subject to business needs. If more than one employee

makes a request for the same day at the same time, and the Employer decides to grant the additional request(s), subject to business needs, they shall be granted by seniority. However, seniority shall not be used to "bump" a junior employee who has previously been approved for a particular day.

(c) **SPEAK WITH SUPERVISOR.** Nothing herein shall excuse an employee from the obligation to call in and attempt to speak with his/her supervisor if the employee is unable for any reason to be at work on any day he/she is scheduled (communication via a co-worker, answering service or via text/email is not sufficient).

(d) **USE OF BENEFITS.** Employees may not use their Sick or Personal Day benefits within the first 90 days of employment. Employees are advised to use their Sick Day and Personal Day benefits over the course of the year. The approval of these requests is solely in the Employer's discretion and the Employer may deny requests for legitimate business reasons. Requests will not be unreasonably denied. Personal Days and Sick Days must be taken in 8-hour increments.

6.3 NO CARRYOVER. There shall be no carryover of unused Sick Days and/or Personal Days from year to year. Benefits that are not used by the end of a calendar year shall be lost.

6.4 PAYOUT UPON TERMINATION. Employees shall not be paid out Sick Days or Personal Days upon termination. If, at the time of an employee's termination, the employee has taken more Sick Day or Personal Day benefits than he/she has earned, the unearned benefits amount owed back to the Company will be deducted from the employee's final paycheck until repaid.

6.5 ACCOUNTING. Employees shall receive an accounting of all their accrued sick and personal days, within ten (10) business days of each calendar quarter upon the Employee's request.

C15. Article 7 – Vacations:

- (a) Add language to clarify that vacation period is the calendar year (not anniversary year), and that vacation is to be used during the calendar year in which it is earned.
- (b) Add language that explains how many vacation days may be used as single days, and at least how many days must be scheduled consecutively. This is needed to avoid scheduling and staffing issues.
- (c) Add language about part-time employees' accrual of vacation benefits to this article. See **#C34 in this list, Section 14.9 – Extra Chauffeur – Vacation.**
- (d) Modify so that employees may not take vacation during first ninety (90) days of employment.
- (e) Add language permitting "borrowing" benefits, up to maximum days allotted that year.
- (f) Clarify that employees are paid all earned but unused time upon termination of employment. However, because employees may be advanced vacation, if they have been

advanced more vacation than they have earned at the time of termination, then the amount owed shall be deducted from the employee's final paycheck.

- (g) Add clarifying language that employees are advised to use their benefits over the course of the year, and are subject to management approval. Employees who wait until year-end to request their vacation may be denied, and will not be able to carry over their unused vacation until the next year.
- (h) Add language that employees are encouraged not to schedule vacation around holidays, as approval of such vacations will be limited in order to meet business needs.
- (i) Modify the use of vacation days as sick or personal days, according to changes in Article 6 – Sick and/or Personal Days.
- (j) Add language clarifying that accrued but unused vacation benefits are not carried over from year to year.

Make these changes as follows, by deleting entire Article and replacing with the following:

7.1 VACATIONS. The annual vacation period is from January 1 to December 31. Vacation time is accrued monthly by regular, full-time associates in accordance with the following schedule:

<u>Years of Completed Service with the Employer</u>	<u>Vacation Benefit Accrual</u>	<u>As Single Days</u>
<u>Less than seven (7) years</u>	<u>Two (2) weeks of vacation (ten (10) paid days off)</u>	<u>0</u>
<u>At least seven (7) years but less than twelve (12) years</u>	<u>Three (3) weeks of vacation (fifteen (15) paid days off)</u>	<u>5</u>
<u>At least twelve (12) years but less than twenty (20) years</u>	<u>Four (4) weeks of vacation (twenty (20) paid days off)</u>	<u>10</u>
<u>Twenty (20) years or more</u>	<u>Five (5) weeks of vacation (twenty-five (25) paid days off)</u>	<u>10</u>

Regular, part-time employees who have completed seven hundred fifty hours of work in a calendar year shall have earned five (5) days (or forty (40) hours) of vacation to be used in the following calendar year. Such vacation may be taken as individual days, in full-day (8-hour) increments. An Extra Chauffeur shall earn an additional week's vacation for every seven hundred and fifty (750) hours of work in the same calendar year. Section 7.2 – New Hires and Section 7.7 – Vacation Advances, shall be inapplicable to part-time employees, as they accrue vacation in one calendar year to be used in the following calendar year.

7.2 NEW HIRES. Employees are not permitted to take any accrued vacation during the first ninety (90) days of employment.

7.3 VACATION SCHEDULING. Employees are advised to use their vacation benefits over the course of the year. The approval of vacation requests are solely in the Employer's discretion and the Employer may deny use of vacation benefits for legitimate business reasons. Requests shall not be unreasonably denied.

The Employer shall post a vacation selection notice in January of each year. Each employee shall indicate his preference for vacation by March 15 of each calendar year for vacations to be taken that calendar year. With regard to all other vacation requests, the employee shall give management a minimum of six (6) weeks' notice. Seniority shall prevail when vacations are being picked. All vacation assignments shall be finalized by March 31. Once the vacation period is finalized, employee may not change his vacation without the consent of the Employer.

Vacation time may be taken anytime from January 1 through November 15 of each calendar year, although approval of requests for vacation benefits around recognized holidays will be limited in order to meet business needs. Vacation requests submitted after March 31 shall be granted as business needs permit and on a first-come, first-served basis, unless two employees submit requests for the same time period at the same time, in which case, seniority shall prevail. Once the vacation period is finalized, the employee may not change his/her vacation without the consent of the Employer. In no event shall an employee be permitted to use seniority to bump another employee who has previously been awarded that vacation schedule. Vacations in excess of two (2) weeks shall not be consecutive unless agreed to by the Employer.

All vacation schedules shall be taken in one-week blocks, except for those employees permitted to take a portion of their vacation benefits in single day increments, as indicated above. However, to the extent business needs permit, the Employer may grant requests for single vacation days. Employees shall obtain prior written approval – which shall not be unreasonably withheld – for such requests.

7.4 PAY IN LIEU OF VACATION. Employees must take their vacation and shall not receive money or economic concession "in lieu of" an actual vacation.

7.5 USE OF VACATION DAYS AS SICK DAYS OR PERSONAL DAYS. The employee may use vacation days to cover for sick days or personal days. However, such use shall require notice according to the scheduling requirements in Section 7.3 – Vacation Scheduling, above.

7.6 CARRYOVER. Vacation benefits that are unused by the end of the calendar year will be lost; there shall be no carryover of vacation benefits from year to year.

7.7 VACATION ADVANCES. Active employees may "borrow" benefits – that is, employees may take vacation benefits before they have been accrued, up to the employee's maximum allotment for that calendar year. As an employee continues to accrue vacation benefits during that calendar year, a negative vacation accrual balance will be reduced until the accrual balance reflects actual use.

7.8 PAYOUT UPON TERMINATION. Employees shall be paid all earned but unused vacation time upon termination of employment. If, at the time of an employee's termination, the employee has taken more vacation time than he/she has earned, the unearned vacation amount owed back to the Company will be deducted from the employee's final paycheck until repaid.

7.9 NO ACCRUAL DURING ABSENCE. Employees shall not accrue vacation benefits during leaves of absence.

7.10 ACCOUNTING. Employees shall receive an accounting of all their vacation within ten business days of each calendar quarter, upon the Employee's request.

C16. Section 12.1 – Seniority, Part (b): Modify as shown:

- (b) The first ~~six (6)~~twelve (12) months of employment shall be the employee's probationary period. Seniority shall not prevail during the first ~~six (6)~~twelve (12) months of employment and such employee does not have access to the arbitration procedures of this Agreement for discipline issues. After the probationary employee's first ~~six (6)~~twelve (12) months of continuous employment, seniority shall prevail from the employee's immediate last date of employment. In the case of apprentice Funeral Directors/Embalmers, once the apprentice has completed the probationary period and achieved licensure, his/her seniority date shall be the employee's hire date as an apprentice, and not the licensure date.

C17. Section 12.1 – Seniority, Part (c): Modify as shown:

- (c) In any case where an Employer operates more than one (1) establishment or garage, an employee's seniority shall be based on the employee's continuous employment with the Employer in the bargaining unit and not at any particular establishment or garage operated by the Employer. In the event that the employer acquires, purchases, leases or merges with another funeral operation (i.e. funeral home, funeral service, livery service, garage, removal service, whether or not bound to a collective bargaining agreement with the Union), employees shall be credited with seniority for ~~the combined employers, and not any single~~their prior employer. In the event that the Employer sells or divests of a location, that location and its seniority list shall be withdrawn from and considered to be on a separate seniority list from the overall bargaining unit seniority list, and employees on one seniority list shall not have bumping rights over employees on another list.

C18. Section 12.1 – Seniority, Part (d): Modify as shown:

- (d) The Employer shall maintain separate seniority lists for North-side bargaining unit employees, and South-side bargaining unit employees. Within those lists, ~~the~~

Employer shall maintain separate seniority lists for employees classified as (1) Funeral Directors and/or Embalmers and as (2) full time Chauffeurs.

C19. Section 12.1 – Seniority, Part (f): Modify as shown:

- (f) ~~Except as otherwise provided in this Agreement, The~~ last employee hired in a particular classification shall be the first laid-off in the event it becomes necessary to lay-off employees within that classification. ~~There shall be no layoffs of bargaining unit employees before January 1, 2011.~~ If a significant portion of the clientele of a particular funeral home speaks a foreign language, or if an employee has particular skills valuable to the Employer that serve as an asset to the Employer in serving the Employer's clientele (such as knowledge of and experience with the traditions, rites, and rituals of a specific religious, ethnic, or other community) and/or has particular value to the Employer in generating business for a particular Funeral Home based on the employee's high level of community involvement, decisions involving layoffs or recall shall take such factors of the employees into account in addition to their seniority. Management shall have the discretion to determine how much weight to allocate to each factor. Such discretion will not be exercised unreasonably, ~~and shall not be used to layoff employees hired before 1994 in favor of less senior skilled employees.~~ Funeral Director and Embalmer Trainees shall be laid-off in any Employer operation before any licensed Funeral Director and Embalmer or Funeral Director is terminated. Seniority shall also prevail when rehiring, provided, that an employee returning to work by reason of lay-off be physically capable consistent with applicable law of performing all normal duties required of the employee. Employees who have been laid off and recalled shall retain their original seniority dates.

C20. Section 12.1 – Seniority, Part (i), Subparagraph (2): Modify as shown:

- (2) Fails to report to work at the expiration of an ~~authorized~~ leave of absence or any other time off from work (such as a holiday, vacation, sick leave, personal day, jury duty leave, funeral leave, medical leave, etc.), unless the employee provides timely notice to the Employer;

C21. Section 12.1 – Seniority, Part (i), Subparagraph (5): Modify as shown:

- (5) Is laid off or is on leave of absence, or for any other reason does not perform bargaining unit work for the Employer for a period equal to the amount of the employee's seniority as of the last day worked, but in no event to exceed ~~eighteen (18)~~twelve (12) months, except for union leave as set forth in this Agreement; or

C22. Section 12.1 – Seniority, Part (i), Subparagraph (6): Currently, the contract terminates seniority when an employee who has been laid off and is later recalled to work fails to return to work within 10 working days. Modify this time to 5 working days as follows:

- (6) When, after layoff, an employee fails to return to work within ~~ten (10)~~five (5)

working days after being notified to report to work.

C23. Section 12.2 – Acquisitions and Integrate Seniority: Modify as shown:

12.2 ACQUISITIONS AND INTEGRATE SENIORITY. The following provisions apply in the event that the funeral or funeral livery operations of two (2) or more employers (whether or not bound to a collective bargaining agreement with the Union) are combined by reason of sale, lease, merger or transfer of ownership:

- (a) Subject to the provisions of (b) and (c) below, the resultant employer funeral or funeral livery operation will have the discretion to determine how many of the employees of the acquired operation will be retained in accordance with its assessment of the employee requirements at the acquired operation and the increase in employee requirements of the resultant employer funeral or funeral livery operation.
- (b) In the event that the Employer sells or divests of a location, that location and its seniority list shall be withdrawn from and considered to be on a separate seniority list from the overall bargaining unit seniority list, and employees on one seniority list shall not have bumping rights over employees on another list.
- (a) If the new employer elects to retain less than all of the employees of the acquired operation, the employer will evaluate whether the employees of the acquired operation speak a foreign language, or if any of the employees have particular skills valuable to the employer that serve as an asset to the employer in serving the employer's clientele (such as knowledge of and experience with the traditions, rites, and rituals of a specific religious, ethnic, or other community) and/or have particular value to the employer in generating business based on the employee's high level of community involvement. Such factors of the employees shall be taken into account in addition to their seniority when determining which employees to retain. The employer shall have the discretion to determine how much weight to allocate to each factor. Such discretion will not be exercised unreasonably (provided such employees are mentally and physically capable consistent with applicable law of carrying out the duties required of them) retain the most senior employees within each classification and the employer will integrate the seniority of these the retained employees in the new operation.
- (c) ~~Less senior e~~Employees who are not retained shall have preferential hiring rights within their classification at the resultant Employer funeral or funeral livery operation for a period of ninety (90) consecutive calendar days after the effective date of the acquisition.

C24. Section 12.3 – Protection of Disabled Employees' Rights: Modify as follows:

12.3 PROTECTION OF DISABLED EMPLOYEES RIGHTS. Employees are subject to the provisions of the Americans with Disabilities Act and the Family and Medical Leave Act. The Employer shall fully comply with these and any other applicable laws with regard to its employees. For more information about the Employer's policies, please consult the Associate Handbook. — The following provisions apply when an employee is disabled:

- ~~(a) Any employee who becomes disabled as a result of an illness or injury that is job related has a continuing right of re-hire.~~
- ~~(b) Any employee who becomes disabled as a result of an illness or injury that is not job related has a right to return to the employee's previous state of employment for a period of one (1) year from the first date of missed work due to said disability. Such period may be extended to eighteen (18) months upon certification by an attending physician. The Employer may request and pay for a second opinion in connection with an extension of the one (1) year period.~~
- ~~(c) Any employee who is hired to replace a disabled employee shall be subject to being laid off upon the return to work of the previously disabled employee unless the employee no longer is the junior employee in seniority in that particular job classification. In such a case, the junior employee shall be subject to lay off. The Employer at the time of hiring said employee shall advise the employee and the Union that said employee is being hired to replace a disabled employee. Any employee laid off due to the return to employment of a previously disabled employee shall retain all rights of rehire under this Agreement as well as receive any severance pay and notice of termination provided herein.~~
- ~~(d) All determinations as to whether or not a disability is job related shall be made at the time the employee leaves employment. In the event the parties are unable to agree, the matter shall be subject to the grievance procedure outlined in Article 18 herein.~~
- ~~(e) A disabled employee may not return to work unless the employee is mentally and physically capable consistent with applicable law of carrying out the duties required of the employee. All questions relating to the ability of a previously disabled employee to return to work shall also be subject to the grievance procedure outlined in Article 18 herein.~~

C25. Section 13.2 – Work Conditions – Auto Livery Chauffeurs, Part (a): Delete as shown:

- ~~(a) **MINIMUM FULL TIME EMPLOYEES.** Not less than one (1) full time Chauffeur shall be employed for every three (3) cortege vehicles owned by the Employer and in active service, not less than two (2) full time Chauffeurs shall be employed for every seven (7) cortege vehicles owned by the Employer and in active service, and not less than three (3) full time Chauffeurs shall be employed for every eleven (11) cortege vehicles owned by the Employer and in active~~

~~service. One (1) additional full time Chauffeur shall be employed for every three (3) additional cortege vehicles thereafter.~~

C26. Section 13.2 – Work Conditions – Auto Livery Chauffeurs, Part (b): Modify as shown:

- (b) **CARRIAGE OF FLOWERS.** Flowers, in the course of a funeral shall be transported and handled as directed at the reasonable discretion of ~~the funeral director in consultation with the chauffeur~~management. The number of pieces that can be carried in any vehicle shall be determined by management.

~~(1) — The number of floral pieces to be carried in a hearse is limited to the casket spray, two (2) end baskets and small floral pieces such as the small heart, pillow or rosary, etc.~~

C27. Section 13.2 – Work Conditions – Auto Livery Chauffeurs, Part (c): Modify as shown:

- (c) **CORTEGE VEHICLES.** The cortege portion of a funeral procession will consist of hearses, limousines, flower cars, combination hearse/flower cars (Le/de Fleur combo cars) and any other vehicle designed to hold a casket, while such vehicle is used in the cortege procession. All cortege vehicles will be supplied by the Employer and operated by employees in accordance with ~~Article 1, Sections 1.1 and 1.3~~the contract. ~~In order to preserve the dignity and safety of the funeral cortege and enforce the provisions of this Section, no for hire vehicle shall be permitted to operate immediately before or after a cortege vehicle except that a for hire vehicle may operate immediately after a cortege vehicle when a family specifically requests a for hire vehicle.~~ The Employer agrees that each employee may display the Union insignia on the inside right corner of each Employer vehicle.

C28. Section 13.2 – Work Conditions – Auto Livery Chauffeurs, Part (e): Modify as shown:

- (e) **WASHING AND CLEANING.** The following provisions apply to car washing:
- (1) Where the number of vehicles owned by the Employer does not exceed five (5) cars, the employee shall be required to wash, clean and polish cars and keep said cars in proper condition. The employee shall receive five dollars (\$5.00) per week for each car washed over and above the regular rate of wages.
 - (2) Where the number of vehicles owned by the Employer exceeds five (5) cars and the employee chooses to wash, the employee may be permitted to do so.
 - (3) ~~Extra~~ Chauffeurs shall be required to use a light vacuum and/or brush clean the interior, clean the ash trays and clean the windows of their car

with a window cleaner and cloth upon returning from a trip. Furthermore, when taking a car to a carwash, Chauffeurs shall use a towel to spot remove and dry a vehicle where water spots remain. However, they shall not be required to wash or otherwise clean or polish said car.

(4) Although, if agreeable to both the Extra Chauffeur and The Employer, an Extra Chauffeur may wash cars provided the employee receives pay for the same at the rate of two dollars (\$2.00) for each car washed. Work performed washing and cleaning cars after eight (8) hours in any one (1) day shall be paid at the employee's applicable rate (including overtime, if it applies).

C29. Section 13.2 – Work Conditions – Auto Livery Chauffeurs, Part (h): Modify as shown:

(h) **SPOTTING PRIVATE CARS.** No Chauffeur shall be required to spot or drive a private car other than in connection with a line up of a funeral cortege at a funeral home, or be required to remove funeral stickers from windshields of private cars at or in a cemetery. Chauffeurs shall not be responsible for any damage to cars in spotting or driving cars in connection with a line up, unless they are negligent, acting outside the scope of their employment, and/or under the influence of drugs or alcohol, in violation of our Substance Abuse policy.

C30. Section 13.4 – Emergency Work: Delete as shown:

~~**13.4 – EMERGENCY WORK.** Except as otherwise provided for herein, Union Chauffeurs shall make service trips and pick-ups. In cases of emergency, full time employees may be used for service trips or pick-ups. An emergency under this Section is defined as an occasion wherein a full time Union chauffeur is not available to make such service trip or pick-up and the Employer has made a genuine effort to secure the services of an Extra Chauffeur covered by the terms of this Agreement. In cases of emergency, the Employer shall contact Union officials; provided that if the Employer is unable to contact Union officials, the Union shall be notified the following work day.~~

C31. Section 13.6 – Removals and Transfers: Modify as shown:

13.6 REMOVALS AND TRANSFERS. The following provisions apply to removals and transfers:

- (a) Two (2) bargaining unit employees, one (1) of whom is a fully licensed Funeral Director and/or Embalmer, are required on all home removals, except where otherwise permitted by this Agreement.
- (b) Except where otherwise permitted by this Agreement, Aall other removals and transfers shall be made by one (1) bargaining unit person (fully licensed Funeral Director and/or Embalmer for removals). In circumstances where the employee

has a good faith belief that the removal or transfer creates a bona fide safety/health risk, the employee ~~shall notify~~must obtain advance approval by management and request additional assistance in making the removal. When such a request is made, the Employer may assign anyone it wishes to provide additional assistance in making the removal, and need not assign the work to bargaining unit employees first. Employees who abuse such requests shall be subject to discipline. If the employee attempts to contact his or her manager and is unable to reach the manager, he or she is to leave a message. If the message is not returned within fifteen (15) minutes, the employee is to use his or her reasonable professional judgment.

C32. NEW Section 13.10 – Appropriate Use of Mobile Devices: Add new language as shown:

13.10 APPROPRIATE USE OF MOBILE DEVICES. Employees shall not text, email, use a cellphone, use an earpiece, or use any other mobile device while with a client family, or performing work at a funeral, visitation, or removal.

C33. Sections 14.4– Extra Chauffeur – Sunday or Holiday: Eliminate premium pay for trippers who work on a Sunday or holiday, as follows:

~~14.4 EXTRA CHAUFFEUR—SUNDAY OR HOLIDAY. Except as provided in Section 14.6, an Extra Chauffeur employed on a trip or daily basis on a Sunday or holiday as described in Article 3, Section 3.4 and Article 13, Section 13.3, shall receive not less than the following:~~

	Effective 7/1/2010
2 ½ Hour Rate: One (1) service trip or pick-up of two and one half (2 ½) hours or less	\$100.66
5 Hour Rate: One (1) funeral trip of five (5) hours or less, or one (1) service trip or pick-up of five (5) hours or less, but over two and one half (2 ½) hours	\$201.32
6 Hour Rate: One (1) funeral trip, service trip or pick-up of six (6) hours or less, but over five (5) hours	\$241.58
7 Hour Rate: One (1) funeral trip, service trip or pick-up of seven (7) hours or less, but over six (6) hours	\$281.85
8 Hour Rate: One (1) funeral trip, service trip or pick-up of eight (8) hours or less, but over seven (7) hours	\$322.11
2 Trip Rate: Two (2) or more funeral trips in eight (8) hours or less	\$322.11
Daily Basis: For period of eight (8) hours or less	\$322.11

C34. Section 14.9 – Extra Chauffeur – Vacation: See #C15 in this list – Article 7 – Vacations, for modifications to part-time employees' vacation benefits, and modify this as shown:

14.9 EXTRA CHAUFFEUR – VACATION. See Article 7 – Vacations for Extra Chauffeur's vacation benefits.

~~For purposes of this Section 14.9 only, a "year" shall be defined as a twelve (12) month period beginning on March 1st and ending the following February 28th. An Extra Chauffeur hired on a trip basis who makes himself or herself available to the Employer for trip work throughout each work week of a year and after completing seven hundred fifty (750) hours of work in such year for the Employer, shall be entitled to one (1) week's vacation with pay from the Employer at not less than the minimum weekly wage provided for a full time Chauffeur covered by this Agreement in the year in which such Extra Chauffeur's full year of service is completed. An Extra Chauffeur who qualifies for vacation with pay as herein provided must take his or her vacation and shall not receive money or other economic concession "in lieu of" an actual vacation.~~

C35. NEW Section 14.10 – Extra Chauffeur – Minimum Requirements: Add new language as shown:

14.10 EXTRA CHAUFFEUR – MINIMUM REQUIREMENTS. Extra Chauffeurs must perform a minimum of three trips per month to remain employed with the Employer. The Employer may terminate Extra Chauffeurs who repeatedly do not take/return calls, or deny trips.

C36. Article 15 – Strikes, Lockouts, and Crossing Picket Lines: Modify as shown:

15.1 NO STRIKE OR LOCKOUT. The Union agrees that there shall be no strike, slow-down, sympathy strike, secondary boycott, picketing, stoppage of work, steering client families seeking Company services away from the Company and/or to other non-affiliated locations, refusal to perform overtime, or any other intentional interruption or cessation of work ("Work Stoppage") and the Employer agrees that there shall be no lock-out during the term of this Agreement. Should there be an unauthorized Work Stoppage, the Union shall not be liable for damages resulting from such unauthorized acts from its members, and the Union shall undertake every reasonable means to induce the employees to immediately return to their jobs. In the event of an unauthorized Work Stoppage, the Employer shall have the sole and exclusive right to ~~discipline or~~ discharge the employees who participate in such an event.

~~**15.2 – CROSSING PICKET LINES.** No employee covered by this Agreement shall be required to go through a picket line when the picket line is approved by Teamsters Joint Council No. 25.~~

C37. Section 16.1 – Discipline and Discharge for Just Cause: Modify as shown:

16.1 DISCIPLINE AND DISCHARGE FOR JUST CAUSE. The Employer shall not discipline or discharge any employee without just cause. ~~Circumstances where immediate discharge without prior warning or notice is appropriate include, but are not limited to:~~

~~Theft of company funds or property;
Harming or threatening to harm a customer, employee, or any other visitor to the Company's property; or,
Steering potential customers to competing businesses.~~

~~The foregoing does not mean that other circumstances or other types of misconduct do not constitute just cause for immediate termination without prior warning. Because the purpose of disciplinary suspensions is – at least in part – to have an economic impact on the employee – they shall be administered in terms of working days, not calendar days.~~

~~It is understood that while discipline may be progressive, there may be circumstances where immediate discharge without prior warning or notice is appropriate. Such circumstances may include, but are not limited to: (a) prohibited drug or alcohol usage; (b) violation of Company policies or procedures relating to cremation; and/or the identification, handling, preparation, care, or interment of deceased human remains; or, abusive or disrespectful treatment of the deceased or their families; (c) violations of the Company's code of conduct and ethics (including, but not limited to securities trading, investments, conflicts of interest, and antitrust policies and procedures); (d) engaging in inappropriate work place harassment or discrimination; (e) having dangerous weapons on Company property or in a Company vehicle; (f) harming or threatening to harm another employee, customer, vendor, contractor, or anyone else encountered in the scope of employment or on Company property; (g) criminal conviction of any felony charges; (h) damage, destruction, theft, misuse or abuse of Company property (including paper and electronic documents and files); (i) steering client families who are seeking our services away from the Company and/or to other non-affiliated funeral homes or cemeteries; (j) dishonesty (including lying, misleading others, or withholding information); (k) failure to complete all assigned training – including Dignity University training and/or training related to the care and handling of deceased human remains – as required; (l) failure to comply with any applicable laws and regulations related to an employee's employment with the Company and/or related to the employee's job duties, such as regulations governing the care and handling of deceased human remains, and/or regulations promulgated by the Federal Trade Commission (for example, the "Funeral Rule" or in the Illinois Funeral Directors and Embalmers Licensing Code; or (m) withholding material information from Company representatives or otherwise failing to cooperate in a Company investigation.~~

C38. Section 18.2 – Arbitration: Modify as shown:

18.2 ARBITRATION. Arbitration shall be by an arbitrator mutually selected by the Union and the Employer and his or her decision shall be final and binding upon both parties. In an arbitration contesting an employee's discipline (including suspension

and/or termination), the arbitrator's role in the arbitration proceeding shall be specifically limited to fact-finding – that is, determining whether or not the facts and circumstances that the Employer alleges led up to the disciplinary action actually occurred. If the arbitrator determines that such facts/circumstances alleged by the Employer did in fact occur, the discipline shall be upheld, and the arbitrator shall have no authority to overturn or modify it. The non-prevailing party in the arbitration shall be responsible for the costs of the arbitrator and hearing (arbitrator's fee, cost of renting a hearing room, etc.) for such arbitration proceeding. All other expenses of the arbitration, including attorney's fees shall be assumed by the party incurring them. At the conclusion of the hearing, the arbitrator will issue a decision with any award in writing.

C39. Article 20 – Drug Testing: Modify as shown:

~~**20.1 DRUG TESTING.** The Employer, during the term of this Agreement, may implement the Teamsters Drug Testing Program, with the details to be negotiated with the Union prior to implementation.~~

SUBSTANCE ABUSE POLICY. The same Substance Abuse Policy and Drug Testing policies (including the Prescription Drug Addendum) that apply to non-bargaining unit employees of the Employer shall apply to bargaining unit employees. The Union has been provided copies of the currently applicable policies. "Post-accident"/"For Cause" testing shall include any accidents where personal or property damage occurs, as well as any incidents that involve the failure to follow the Company's policies and procedures relating to cremation; and/or the identification, handling, preparation, care, or interment of deceased human remains. When changes are made to these policies, the bargaining unit employees will be notified via the same communication method as non-bargaining unit employees.

C40. Article 21 – Management Rights: Modify as shown:

~~**21.1 MANAGEMENT RIGHTS.** All rights, powers and authority customarily exercised by the Employer are retained and reserved by the Employer except as otherwise specifically modified by express provisions of this Agreement.~~

21.1 MANAGEMENT RIGHTS. All management rights, powers, authority and functions, whether heretofore or hereafter exercised, and regardless of the frequency or infrequency of their exercise, shall remain vested, exclusively in the Company. It is expressly recognized that such rights, powers, authority and functions include, but are by no means limited to, the full and exclusive control, management and operation of its business, funeral homes, cemeteries, crematories, and care centers; the determination of the scope of its activities, the manner in which deceased remains are to be handled, identified, prepared, cared for, and interred; the right to establish or change shifts, schedules of work and production schedules and standards; the right to establish, change, combine or eliminate jobs or positions, job classifications and descriptions; the right to establish initial wage rates for new or changed jobs or positions; the right to introduce

new or improved procedures, methods, processes, facilities, machines and equipment or make technological changes; the right to maintain order and efficiency; the right to contract or subcontract any work; the determination of the number, size and location of its locations and facilities; the means and manner by which its facilities, or any parts thereof, shall be operated, relocated, shut down or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to make and enforce safety and security rules and rules of conduct; the right to determine the number of employees, the assignment of duties thereto, and the right to change, increase or reduce the same, and the direction of the working forces, including but by no means limited to hiring, selecting and training of new employees, and suspending, scheduling, assigning, re-assigning, discharging, laying off, recalling, promoting, demoting, and transferring of its employees, it being understood that suspending or discharging employees for disciplinary reasons shall be supported by just cause.

21.2 RIGHTS EXCLUSIVELY VESTED. It is the intention of the Company and the Union that the rights, powers, authority and functions referred to herein shall remain exclusively vested in the Company except insofar as specifically surrendered or limited by express provisions of this Agreement.

21.3 WORK RULES. The Company shall have the right to establish, maintain and enforce reasonable work rules and regulations to assure orderly operations, it being understood that such rules and regulations shall not be in direct conflict with any provision of this Agreement.

C41. Article 22 – Subcontracting: Modify as shown:

22.1 SUBCONTRACTING. Except as otherwise permitted by this Agreement, The Employer shall assign bargaining unit work to employees covered by this Agreement. During the term of this Agreement, the Employer may subcontract the regular-hours work of bargaining unit work-employees only under the following circumstances:

(a) Removals during the regular work day when there is a business need and there are no on-duty bargaining unit Funeral Director/Embalmer is available (not otherwise assigned) who can perform the work on a straight-time basis.

(b) After regular hour removals if no bargaining unit Funeral Director/Embalmer who is on the voluntary "after hour removals list" is available.

(c) As to Chauffeurs, when there are no on-duty full-time or Extra Chauffeurs is available (not otherwise assigned) who can perform the work on a straight-time basis.

~~Such subcontracting will only be to contractors who maintain or exceed wage rates and benefits set forth in this Agreement. However, w~~When work is temporarily assigned to Former Alderwoods Employees under the terms of Section 4.4, Right to Assign, the Employer shall not be required to pay any more than the wages and benefits according to the terms of the temporarily-assigned employees' "home" labor agreement.

C42. Term of Agreement: Modify term of agreement to a three year contract, July 1, 2016 through June 30, 2019.

C43. NEW Article – Complete Understanding: Add the following:

ARTICLE COMPLETE UNDERSTANDING

Except as otherwise provided by the terms of this Agreement, the Employer shall not enter into any individual contracts or agreements of any kind with any Employee which shall in any manner or form change or attempt to change, modify or nullify any of the terms and conditions of this Agreement, and any such agreement, if made orally or otherwise, shall be void and of no force and effect. No amendment or revision of any of the terms or conditions contained in this Agreement shall be binding upon the parties unless executed in writing by the Union and the Employer. Any interpretation or application of any provision of this Agreement agreed upon by the Union and the Employer in writing shall be binding upon all employees, unless otherwise specifically provided in the written interpretation or application. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of any or all the terms and conditions herein.

This Agreement, and any supplement to it, embody the complete and final understanding reached by the parties as to the wages, hours and all other terms and conditions of employment of all employees, and any prior oral or written understandings, agreements or practices not incorporated in this Agreement are superseded by its terms. The Employer may eliminate past practices and local privileges, except as may be expressly stated in this Agreement. Neither party is bound or obligated by any promise not contained in this Agreement.

During the negotiations leading to the execution of this Agreement, the Union had the unlimited right to make demands and full opportunities to submit all items appropriate to and not removed by law from collective bargaining. The understandings and agreements arrived at by the parties after the Union's exercise of that right and those opportunities are fully set forth herein. For the duration of this Agreement, the Union voluntarily, unequivocally and expressly waives the right to submit for negotiation, and agrees that the Employer shall not be obligated to bargain collectively or individually with respect to, any subject or matter specifically referred to or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

C44. **NEW Article – Union Access:** Add the following:

ARTICLE
UNION ACCESS

The representative of the Union, on at least 24 hours' advance written notice to and written approval by the Employer, shall have access to and shall be admitted to the Employer's place or places of business for the purpose of administering the contract or resolving a grievance, so long as it does not interfere with business operations.