

**AGREEMENT**

**BETWEEN**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL 153, AFL-CIO**

**AND**

**INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 804  
DELIVERY WAREHOUSE EMPLOYEES,  
WELFARE & TRUST FUNDS**

**December 1, 2018 — November 30, 2023**



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AGREEMENT entered into this 4th day of December 2019, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, hereinafter referred to as the UNION, and the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 804, WELFARE AND TRUST FUNDS, hereinafter referred to as the EMPLOYER.

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment and to provide methods for fair and peaceful adjustment of all disputes, which may arise between them so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed to as follows:

### **ARTICLE I — RECOGNITION**

The Employer may assign coordinating work to an employee whose duties will include organizing, supervising and directing other employees in the performance of their duties and to follow-up and assure that assigned duties and tasks are performed. It is specifically understood that this work being assigned to bargaining unit employees is not covered by the terms of the collective bargaining agreement and may be reassigned at the discretion of the employer to a non-bargaining unit employee.

Any permanent change must be reviewed with Local 153 before such change. Permanent change is defined in Article 2, Section 5 as ninety working days. The fact that such reassignment may reduce the workforce shall not be a violation of any other provision of this contract.

### **ARTICLE II - UNION SECURITY**

Section 1 - The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, 90 working days from the date of employment, become and remain members of the Union in good standing.

Section 2 - The Employer further agrees that all new seniority employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, 26 weeks from the date of employment, become and remain members of the Union in good standing. The employee shall become eligible for and entitled to all health benefits as of the first working day after the initial 26 weeks of employment.

Section 3 - The Employer agrees that a representative of the Union shall have access to the place of business during working hours for the purpose of investigating or settling disputes. The Employer agrees to cooperate with said representatives in ascertaining all facts bearing on any matters in question so that an amicable adjustment can be made.

Section 4 - In the event that a temporary employee other than a part-time employee (Article H - Section 5) is employed beyond 26 weeks, said employee shall automatically acquire the status of a permanent employee.



In the event that there is a need for temporary help requiring more than 26 weeks of employment, the foregoing stipulation may be conditionally waived upon written request of the Employer prior to the expiration of the 26-week period.

Section 5 - A part-time employee is one who regularly works 28 hours per week or more, but less than 35 hours, and is eligible for benefits enumerated in this agreement.

Section 6 — Work normally or customarily performed by employees within job classifications covered by this collective bargaining agreement shall not be subcontracted or performed by any non-bargaining unit personnel

### ARTICLE III - WORK SCHEDULE

Section 1 - Seven (7) hours shall constitute one (1) full day's work. Thirty-five (35) hours shall constitute one (1) full week's work, Monday through Friday, inclusive.

Section 2 - All work performed in excess of seven (7) hours per day and/or thirty-five (35) hours per week shall be paid for at the rate of time and one-half the regular rate of pay. All monies due for overtime shall be paid at the same time regular weekly salaries are paid and no more than one (1) weeks accrual of overtime monies shall be permitted at any time.

Section 3 - Supper time allowance shall be paid at the rate of \$10.00 when an employee works overtime for two (2) hours or more.

Section 4 - Part-time employees must work 28 hours per week or more, but less than 35 hours, including Saturday at straight time.

### ARTICLE IV - HOLIDAYS

Section 1 - All employees shall receive the following holidays with pay:

New Year's Day	Martin L. King's Birthday
Columbus Day	Veterans' Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Decoration Day	Christmas Eve Christmas
July 4th	Day New Year's Eve
Labor Day	



Section 2 - Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed on either Friday or Monday, at the option of the Employer.

Section 3 - All work performed on any of the above enumerated holidays or work performed on Sunday shall be compensated for by twice the regular rate of pay, in addition to the regular weekly salary.

Section 4 - In the event that any of the above enumerated holidays fall on a regular work day, Monday through Friday, and employees are not required to work, such a holiday shall be considered as a day worked for purposes of computing overtime.

Section 5 - The Employer agrees to pay the employees at the end of the year for any of the unused 2 personal days given in the Agreement.

Section 6 - Employees shall be granted voting time off, if necessary, on years in which a National Election is held.

#### ARTICLE V - VACATIONS

Employees shall be granted the following vacation with pay, commencing January 1st:

6 months, but less than 1 year of service - 1 week, plus 1 additional day for each month of service up to 2 weeks;  
1 year, but less than 5 years of service - 2 weeks;  
5 years, but less than 10 years of service - 3 weeks;  
10 years, but less than 15 years of service - 4 weeks;  
1 additional days' vacation for each year over 15 years of service.

#### ARTICLE VI - SICK LEAVE, LEAVES OF ABSENCE

Section 1 - The Employer agrees to grant to his employees sick leave at the rate of three (3) days for each four (4) month period in a calendar year to a maximum of nine (9) days for which full salary shall be paid. The Employer agrees to pay the difference between the disability payment and the current salary. The Employer agrees to reimburse each employee for any unused sick days on the basis of one days' salary for each unused sick day. Employees hired after December 1, 2002 will not be reimbursed by the Employer the difference between the disability payment and the current salary.

Sick leave is a benefit and is to be used only in cases of actual illness. Supporting data may be requested at the Employer's discretion after three (3) consecutive days absence. Any abuse of sick leave shall be taken up between the Union and the Employer.

The Employer agrees that any sick time accumulated before the effective date of this agreement shall be held in a sick leave bank and shall be used by the employee in cases of serious illness or disability.

Section 2 - The Employer agrees to permit its employees to take reasonable furloughs without pay up to one (1) year. By reasonable request, such furloughs may be extended beyond one (1) year. Furloughs shall



not be granted for the purpose of performing other duties or to seek employment. The employer also agrees to permit its employees to take a leave of absence for one (1) year or less due to maternity.

Section 3 - The Employer agrees that furloughs granted to employees shall not affect seniority standing of said employees.

Section 4 - When a regular employee is called for jury duty, she shall be excused from her regular duties on the days she is required to appear in court. For any regular scheduled work day in which time off for jury service is granted, the employee shall be paid a full seven (7) hours pay at her straight time hourly rate, up to a maximum of 2 weeks, less any amount received as jury duty fee. The employee shall be required, however, to turn over to the Employer adequate proof of her jury duty service and compensation in order to receive compensation above provided.

Section 5 - The Employer shall pay to seniority employees for any time lost, not to exceed five (5) calendar days for absence incurred by any employee as a result of the death of father, mother, sister, brother, spouse, child, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law and brother-in-law.

Section 6 - The Employer agrees to give the Shop Stewards 1 day off each year with pay to attend an educational day or day of action.

Section 7 - The Employer will be compliant with the NYS PFL act.

#### ARTICLE VII — SENIORITY

Section 1 - Seniority shall mean length of continuous service of all full time employees with the Employer.

Section 2 - An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident.
- d. Layoff for a continuous period of three (3) months for each year of service, with a maximum of two (2) years.

Section 3 - The Employer agrees that in the event decreased business activity necessitates a reduction of the office staff, seniority rights shall apply. That is, the last employee hired shall be the first employee laid off should business conditions improve and the staff be increased, the Employer agrees to follow the reverse procedure. Namely, the employee last laid off shall be the first to be rehired

#### ARTICLE VIII - PROMOTIONS

All promotions shall be made from within, on the basis of ability and seniority. When two or more employees are qualified, as determined by the employer, seniority shall prevail. In the event there is a dispute as to the



Comparative qualifications of employees, the employer will be obligated to justify the selection through objective criteria.

#### **ARTICLE IX - DISCHARGES & LAYOFFS**

Section 1 - It is agreed that the Employer has the right to either discharge or layoff any employee for sufficient and reasonable cause. The Employer agrees to advise the Union of any discharge or layoff and the reason for such discharge or layoff, prior to such action.

Section 2 - If, upon joint investigation by the Union and the Employer, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or laid off, such employee shall be reinstated to the former position held without any loss of seniority or rank, shall suffer no reduction in salary and shall be compensated by the Employer for all time lost, computed at the regular rate of wages received by said employee prior to the date of discharge or layoff.

Section 3 - Employees who are laid off or discharged shall receive two (2) weeks' notice and one week's severance pay for each year of service, unless an employee is summarily discharged for sufficient and reasonable cause.

Section 4 - Any employee laid off after May 1st shall receive all accrued vacation due the employee for that year.

Section 5 - No notice of layoff may be given during an employee's vacation period.

Section 6 - In the event any employee resigns or is laid off, the Employer shall, upon request, agree to issue a statement as to the character of service rendered by the employee involved.

#### **ARTICLE X - NON-DISCRIMINATION**

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual preference, national origin or age in violation of any Federal or State Law.

#### **ARTICLE XI - RATES OF PAY**

Section 1 - The Employer agrees to the schedule of wages as appended herewith.

Section 2 - All employees shall be paid weekly and salaries shall be paid during working hours. No more than two (2) days' pay shall be withheld in anyone (1) week.

Section 3 - The minimum of pay for new seniority employees shall be \$525 per week after 90 working days of probation.



## ARTICLE XII - TECHNOLOGICAL CHANGES

Section 1 - In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to notify the Union representative on such changes before they are made and further agrees to offer such employment to his present employees before hiring from the outside market. The employees will be given the opportunity to qualify for any position created as a result of these changes. The Employer, after a maximum of six (6) weeks training period, will determine whether the employee is qualified.

Section 2 - In the event that the Union and the employer shall fail to reach an amicable settlement of any controversy, either party, upon forty-eight (48) hours' notice to the other party by certified mail may apply to the Secretary of the New York State Mediation Board for the appointment of a staff arbitrator. The arbitrator shall be selected by said Mediation Board.

Section 3 - The decision of the arbitrator shall be final and binding upon the parties to this Agreement.

## ARTICLE XIII - SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## ARTICLE XIV - HEALTH FUND

A participant who receives the OPEIU Local 153 Pension Plan or the Local 804 I.B.T. and Local 447 I.A.M. - UPS Retirement Trust and is at least 55 years of age with 10 or more years is entitled to the Local 804 Welfare Trust Fund 1 UPS retiree's medical coverage.

## ARTICLE XV - PENSION FUND

Effective as of close of business on December 30, 2019, the Employer shall cease to have any obligation to contribute to the 153 Pension Fund. As such, as of December 30, 2019, the Employer shall have completely withdrawn from the Local 153 Pension Fund.

Effective as of December 31, 2019, the Employer shall become a contributing employer to the Local 804 I.B.T. and Local 447 I.A.M. - UPS Retirement Trust (the "804/447 - UPS Trust") for each employee covered by this Agreement. Effective as of December 31, 2019, the Employer shall contribute to the 804/447 Trust on behalf of each employee covered by this Agreement the amount of \$2.00 per compensable hour up to a maximum of thirty-five (35) hours per week. The Employer hereby accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust Establishing the Local 804 I.B.T. and Local 447 I.A.M. - UPS Retirement Trust and all amendments thereto. The Board of Trustees of the 804/447 - UPS Trust shall have the right to determine the amount of benefits to be paid under the 804/447 - UPS Trust.



## ARTICLE XVI - ANNUITY FUN

New hires are eligible for annuity contributions one year after hire.

Annuity: Each December 1<sup>st</sup> the Employer will contribute to the IBT Local 804 Annuity Plan for each employee covered by this agreement as designated below, each year of the agreement. Part-time employees shall receive annuity on a pro-rata basis according to hours worked.

Effective December 1, 2018 the Employer shall pay \$49.75 per week based on a thirty-five (35) hour work week into the Local 804 Annuity Fund for each employee covered by this agreement. Part-time employees shall receive Annuity on a pro-rata basis according to hours worked.

Effective December 1, 2019 the Employer shall pay \$50.50 per week based on a thirty-five (35) hour work week into the Local 804 Annuity Fund for each employee covered by this agreement. Part-time employees shall receive Annuity on a pro-rata basis according to hours worked.

Effective December 1, 2020 the Employer shall pay \$51.25 per week based on a thirty-five (35) hour work week into the Local 804 Annuity Fund for each employee covered by this agreement. Part-time employees shall receive Annuity on a pro-rata basis according to hours worked.

Effective December 1, 2021 the Employer shall pay \$52.00 per week based on a thirty-five (35) hour work week into the Local 804 Annuity Fund for each employee covered by this agreement. Part-time employees shall receive Annuity on a pro-rata basis according to hours worked.

Effective December 1, 2022 the Employer shall pay \$52.75 per week based on a thirty-five (35) hour work week into the Local 804 Annuity Fund for each employee covered by this agreement. Part-time employees shall receive Annuity on a pro-rata basis according to hours worked

## ARTICLE XVII - LONG TERM DISABILITY FUND

The Employer agrees to contribute .75 percent of gross monthly base salary of each employee covered by this Agreement to the Local 153 Long Term Disability Fund, effective January 1, 1976.

This fund is administered by a Board of Trustees composed of an equal number of Union Trustees and Employer Trustees designated by each respective group. The Employer accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust.

The Fund will provide the eligible employees with benefits during periods of long term disability.



## **ARTICLE XVIII - MILITARY AND NATIONAL DEFENSE SERVICE**

In the event any employee shall enter military service or shall be drafted for employment in the service of National Defense, the Employer agrees that upon the discharge from Military Service or termination of employment in the service of National Defense, said employee, upon requesting re-employment within a reasonable period of time, shall be restored to his or her former position. Salary shall be determined by former salary received by said employee, with all adjustments made for any increases which may be made to the remainder of the staff during the period of such service and which increases are in effect at the time of re-employment.

## **ARTICLE XIX - ARBITRATION OF DISPUTES**

Section 1 - If any disputes arise during the life of this Agreement, the members of the Union shall continue to work and shall not strike and the Employer agrees that there shall be no lockout.

Section 2 - In the event that the Union and the Employer shall fail to reach an amicable settlement of any controversy, either party, upon forty-eight (48) hours' notice to the other party by certified mail may apply to the Secretary of the New York State Employment Relations Board for the appointment of a staff arbitrator. The arbitrator shall be selected by said Mediation Board.

Section 3 - The decision of the arbitrator shall be final and binding upon the parties to this Agreement.

## **ARTICLE XX - TERMINATION AND RENEWAL OF AGREEMENT**

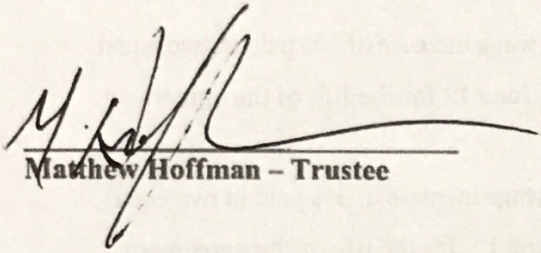
This Agreement shall begin on December 1, 2018, and continue in full force and effect until November 30, 2023, and from year to year thereafter until terminated by either party giving to the other written notice of termination by certified letter sixty (60) days prior to the date of expiration. In the event that either party desires to modify but not cancel this agreement, it shall submit notice and request a conference in respect thereto. No modification shall take place unless agree upon.



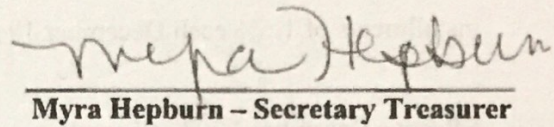
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers and their seals to be affixed the day herein first above written.

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, LOCAL 804,  
DELIVERY WAREHOUSE EMPLOYEES  
WELFARE and TRUST FUNDS**

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 153,  
AFL-CIO**



Matthew Hoffman - Trustee



Myra Hepburn - Secretary Treasurer

Chris Langan - Trustee

Marc Panteleone - Chief Shop Steward



## APPENDIX

The Employer agrees to grant wage increases to all employees covered by the collective bargaining agreement according to the following schedule:

Effective December 1, 2018 all employees shall receive a wage increase of 3% paid in two equal installments of 1.5% each December 1<sup>st</sup> and 1.5% each June 1<sup>st</sup> for the life of the agreement.

Effective December 1, 2019 all employees shall receive a wage increase of 3% paid in two equal installments of 1.5% each December 1<sup>st</sup> and 1.5% each June 1<sup>st</sup> for the life of the agreement.

Effective December 1 2020 all employees shall receive a wage increase of 3% paid in two equal installments of 1.5% each December 1<sup>st</sup> and 1.5% each June 1<sup>st</sup> for the life of the agreement.

Effective December 1, 2021 all employees shall receive a wage increase of 3% paid in two equal installments of 1.5% each December 1<sup>st</sup> and 1.5% each June 1<sup>st</sup> for the life of the agreement.

Effective December 1, 2022 all employees shall receive a wage increase of 3% paid in two equal installments of 1.5% each December 1<sup>st</sup> and 1.5% each June 1<sup>st</sup> for the life of the agreement.

### Memorandum of Understanding

Notwithstanding the deletion of the Christmas bonus in Article XI the employer agrees to pay a one week Christmas bonus in December 2013 only.