

AGREEMENT

Between

SINGER EQUIPMENT COMPANY

and

TEAMSTERS LOCAL UNION NO. 429



Duration of Agreement:

August 25, 2019

to

August 24, 2024

TEAMSTERS  
LOCAL 429  
1055 Spring Street  
Wyomissing, PA 19610

Telephone Nos. (610) 320-5521  
(800) 331-4290  
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Website: [www.teamsterslocal429.org](http://www.teamsterslocal429.org)

President	William M. Shappell
Secretary-Treasurer	Kevin M. Bolig
Vice President/Business Agent	Kevin E. Moyer
Recording Secretary	Mike Kennedy
Trustees	Jim Geise
	Martin Davis
	Terry Schittler
Business Agents	Jim Geise
	Martin Davis
Organizer	Jim Geise

General Meetings – Second Saturday of every month

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## A G R E E M E N T

THIS AGREEMENT, made by and between SINGER EQUIPMENT COMPANY of Reading, Pennsylvania, (hereinafter called the "Employer"), party of the first part, and TEAMSTERS LOCAL UNION NO. 429, of Reading, Pennsylvania, (hereinafter called the "Union"), party of the second part, for its members, governing wages and working conditions of truck drivers and warehousemen.

### W I T N E S S E T H:

That the parties hereto have agreed and do hereby agree as follows:

#### **Article 1. UNION MEMBERSHIP.**

1.1 All present employees of the Employer, and those who in the future enter the bargaining unit, shall as provided in the first proviso to Section 8(a)(3) of the National Labor Relations Act, as amended, become members of the Union by the thirtieth day following the beginning of their employment, or by the thirtieth day following the effective date of this Agreement, whichever is later, and shall continue to remain members of the Union as a term and condition of employment, or shall meet the financial requirements of membership as provided in the second proviso to Section 8(a)(3), subject to the limitation of those requirements applicable to such employees who make proper objections to the Union as provided by the NLRA duty of fair representation governing the Union.

1.2 The Employer shall notify the Union, in writing, within twenty (20) days after a newly hired employee starts his probationary period, reporting his name, address, social security number, the first day worked, position hired for and starting pay rate.

#### **Article 2. WAGE RATE PROTECTION.**

The Employer agrees that it will not reduce the wages paid during the life of this Agreement of any employee at present receiving wages higher than those herein agreed upon.

#### **Article 3. REPORTING.**

Time is computed from the time of the employee's ordered arrival at the place of employment, until the time of his leaving the same, except time off for meals.

**Article 4. GUARANTEED DAY'S SALARY.**

4.1 Any employee, when ordered for work and reporting for work, on a scheduled work day, shall be guaranteed eight (8) hours or ten (10) hours, depending on his regular shift. Any employee, when ordered for work and reporting for work on an unscheduled work day, shall be guaranteed four (4) hours or five (5) hours of work or pay, depending on his regular shift; provided however, any employee, when ordered to work on a Saturday or Sunday, shall be guaranteed four (4) hours of work or pay. Any employee required to work on a holiday shall be guaranteed six (6) hours of work or pay, regardless of his regular shift.

4.2 The Employer hereby agrees that salesmen will not make any pickups or deliveries of merchandise, except when necessary to satisfy customers.

4.3 In the event the Employer closes its office due to weather-related conditions, drivers will be so notified and will be given instructions regarding completion of their deliveries. Drivers will also be provided with emergency telephone numbers in order to contact a supervisor or Employer official if the need arises.

**Article 5. MEAL PERIOD.**

5.1 All employees shall be granted a meal period not to exceed one-half hour in any one (1) day, for which they shall not be paid, nor shall said half-hour be considered in determining the forty (40) hour week. Employees must take their meal period unless specifically directed or authorized by their supervisor to work through it.

5.2 Employees working an eight (8) hour shift shall receive two (2) fifteen (15) minute breaks and employees working a ten (10) hour shift shall receive three (3) ten (10) minute breaks.

5.3 Any employee working beyond the end of his scheduled shift, will not be required to work more than 2-3/4 hours since the end of his last break or meal period without being given a ten (10) minute break.

5.5 Employees will not be paid for unused break or meal time unless authorized in advance by management.

Article 6. WAGES.

6.1 The minimum hourly rates for drivers and warehousemen shall be as follows

	8/25/19 thru 8/24/20 (.60)	8/25/20 thru 8/24/21 (.60)	8/25/21 thru 8/24/22 (.60)	8/25/22 thru 8/24/23 (.65)	8/25/23 thru 8/24/24 (.65)
Drivers	24.35	24.95	25.55	26.20	26.85
Warehousemen	23.60	24.20	24.80	25.45	26.10

6.2 A \$.75 per hour differential shall be paid for any employee utilized as a trailer driver.

6.3 A newly hired employee shall receive no less than eighty percent (80%) of the rate for his position specified in this Article 6 (including any increase). After twelve (12) months of employment, a new employee shall receive no less than ninety percent (90%) of such rate. After twenty-four (24) months of employment, a new employee shall receive the full rate for his position. The Employer's payment of a new employee above any such minimum shall not entitle any other employee to an above-minimum payment.

6.4 Night Shift Differential - Effective August 22, 2014, a \$.25 per hour differential will be paid for each hour worked by an employee whose scheduled shift starts on or after 6:00 p.m. during such regular shift or contiguous to it.

Article 7. OVERTIME.

7.1 Forty (40) hours shall constitute a week's work. Time and one-half time shall be paid for all time worked in excess of forty (40) hours in any one (1) week.

7.2 The Employer may require any warehouse employee to work beyond his regular schedule each day as necessary to complete the work required for the shift. The Employer shall provide employees with at least one (1) hours' notice of daily overtime, except where the need for overtime arises thereafter. In such circumstances, the Employer will provide as much notice as possible.

7.3 If warehouse work is required beyond the regular schedule on a particular day, it will be offered to the warehouse employees according to their seniority. If an insufficient number accept, the Employer will offer such overtime in order of their seniority to drivers who have returned. If an insufficient number of employees accept, the Employer may

require the additional work, in reverse order of seniority, of qualified warehouse employees and drivers who are then at the warehouse. In no event shall a warehouse employee be required to work more than four and a half (4½) hours beyond his scheduled hours on any day, although he may do so voluntarily if requested by the Employer.

7.4 Drivers are not subject to this limitation and are required to finish their routes each day. The Employer, however, shall make all reasonable efforts to plan deliveries so that all drivers will be able to complete their routes within two (2) hours after the end of their normal schedule.

7.5 Saturday warehouse overtime shall be offered to warehouse employees in order of seniority. If an insufficient number accept, the Employer will offer such overtime in order of their seniority to drivers. In the event that an insufficient number of employees accept, the Employer may require the additional work, in reverse order of seniority, of qualified warehouse employees and drivers.

7.6 Saturday and off-duty driving work shall be offered to drivers in order of seniority. If an insufficient number of drivers accept, the Employer may require that the additional work be done by qualified warehouse employees and drivers in reverse order of seniority. Notwithstanding the foregoing, the employer need not call in a driver on a Saturday or other off-duty day if the need for driving work arises that day and the anticipated duration is less than four (4) hours and there are one or more warehouse employees at work who can perform the driving work.

7.7 Temporary employees shall not work overtime unless insufficient qualified regular employees are available. Temporary employees shall be assigned to make deliveries only if no qualified bargaining unit warehouse employee is available.

**Article 8. SUNDAY AND HOLIDAY WORK.**

8.1 All time worked on Sundays or holidays shall be paid as double time, except in the case of an employee whose regular work period starts on a Sunday evening or ends on a Sunday or holiday morning. There shall be no pyramiding of overtime and premium pay. The holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and five (5) Personal Holidays (for employees having at least one (1) year of service with the Employer).

8.2 Personal holidays shall be scheduled by mutual agreement of the employee and the Employer; provided, however, that two (2) personal holidays each year may be used as paid call off days in the event of illness or emergency except on a scheduled day of the employee immediately before or after a holiday, personal holiday or vacation. When two (2) or more employees request a personal holiday for the same day, preference will be given to the more senior employee; provided, however, that if an employee has scheduled a personal holiday at least two (2) weeks before the date, he will be entitled to such personal holiday even if a more senior employee requests the same date after it has been scheduled for the first employee. The Employer shall pay each employee for any unused personal days at the end of each contract year. No personal holidays may be scheduled during a week in which a named holiday falls.

8.3 If a holiday falls on a Monday, an employee who is not scheduled to work on Monday shall have off on Tuesday that week without loss of pay for that day and will receive holiday pay for Monday. If he works on that Tuesday, he will receive time and one-half for each hour worked on that day.

8.4 Any employee working three (3) days in any workweek shall be paid for any of the foregoing holidays occurring during said week, provided such employee has been employed for ninety (90) days or more prior to the date of the holiday, and thirty-two (32) hours shall constitute a week's work during any week which includes a holiday for employees who work five (5) eight (8) hour days, and thirty (30) hours shall constitute a week's work during any week which includes a holiday for employees who work four (4) ten (10) hour days.

8.5 An employee who works on an actual holiday shall receive double time for each hour worked, plus his holiday pay.

8.6 If work is required on a holiday, it shall be offered to qualified employees in order of their seniority. If an insufficient number of employees agree to work that day, the Employer may assign the work to qualified employees in reverse order of seniority.

8.7 In order to be eligible to be paid for a holiday, an employee must work his entire scheduled work day before and his entire scheduled work day after the holiday, subject to the provision above regarding the minimum number of days an employee must work in the week in which the holiday falls. An employee will be deemed to have satisfied this requirement

with respect to any day for which he receives paid time off, with the exception of a call-off personal day.

**Article 9. VACATIONS.**

9.1 Any regular employee employed for one (1) year or longer shall be entitled to one (1) weeks' vacation with pay; any regular employee employed for three (3) years or longer shall be entitled to two (2) weeks' vacation with pay; any regular employee employed for eight (8) years or longer shall be entitled to three (3) weeks' vacation with pay; any regular employee employed for fifteen (15) years or longer shall be entitled to four (4) weeks' vacation with pay; and any regular employee employed for twenty (20) years or longer shall be entitled to five (5) weeks' vacation with pay. Employees hired on or after August 18, 2001 shall have a maximum entitlement of four (4) weeks' vacation, according to the foregoing schedule. If a holiday falls during an employee's vacation week, he shall receive an additional day's pay or another day off with pay as mutually agreed by the employee and the Employer. If the employee and the Employer agree on another day off, it shall be scheduled by their mutual agreement.

9.2 In all weeks, the minimum number of employees who will be permitted vacations shall be two (2) drivers, two (2) night warehouse employees and one (1) day/mid-shift warehouse employee for a total of five (5). Effective January 1, 2020: In all weeks, the minimum number of employees who will be permitted vacations or personal holidays shall be three (3) drivers, three (3) night warehouse employees and two (2) day/mid-shift warehouse employees for a total of eight (8).

9.3 The Employer, in its discretion, may grant additional employees vacation weeks or individual days beyond such minimums in any week, but under no circumstances is compelled to do so.

9.4 Employees' vacation entitlement will be determined according to their full years of service on January 1. In any year in which a current employee reaches an anniversary date which qualifies him for additional week of vacation, his pro rata entitlement shall be as follows:

(a) Anniversary date from January through June - Full week to be used from anniversary date through the end of that calendar year.

(b) Anniversary date from July through September - Three (3) days to be used from anniversary date through the end of that calendar year.

(c) Anniversary date from October through December - Two (2) days to be used from anniversary date to March 31 of the following year.

9.5 To be eligible for a full vacation an employee must not have been absent from work during the preceding calendar year for more than fifty (50) days (exclusive of holidays, personal days, vacation, jury duty, funeral leave, military leave, FMLA leave and time missed due to a job-related disability). If an employee is absent more than fifty (50) days, he shall be entitled to a pro-rata vacation using the percentage derived by dividing the number of regularly scheduled days he worked by the total number of regular days scheduled during the preceding year.

9.6 By mutual agreement of the Employer and an employee, the Employer may provide the employee with one (1) week of pay in lieu of one (1) week of vacation to which the employee is entitled.

9.7 An employee who is absent from work and receiving workers' compensation benefits and has unused vacation or personal days at the end of the calendar year in which such absence began, shall receive the difference between such benefits and his normal vacation pay and personal days for the number of weeks or days involved. He shall not be entitled to vacation benefits for any year in which he performs no work because of a disability for which he receives workers' compensation benefits. In the year he returns to work from such absence he shall be entitled to vacation commensurate with his years of service, including service credit for the period of such absence.

9.8 Vacation scheduling:

(a) Employees will select their week-long vacation period(s) for the following year between November 1 and December 31.

(b) Selection will be in order of seniority, with each employee being expected to make his/her selections within twenty-four (24) hours of being notified that he/she has the next selection. In no event will selections be delayed more than two (2) business days from the last selection because of the next senior employee's unavailability or failure to make a selection.

(c) Each employee may hold one (1) week of vacation to be taken during the year in increments of at least one (1) day. In order to request such vacation, the employee must give the Employer at least two (2) weeks' notice. Employees, who elect to take such vacation in one (1) day increments, may select individual vacation days beginning January 1. Such requests will be handled on a first come-first served basis, with no preference for seniority given, except when, on a single day, more than one

employee makes a request for the same day(s) off. The Employer is not obligated to grant any request for individual vacation days during a week in which a named holiday falls, but may do so in its discretion.

(d) All vacation is to be scheduled and taken within the calendar year or lost, subject to any existing exception in the collective bargaining agreement.

**Article 10. SENIORITY.**

10.1 New employees shall be considered probationary employees until they have worked ninety (90) days in a six (6) month period. Such probationary period may be extended by twenty (20) additional days of work by mutual agreement of the Union and the Employer. During his probationary period an employee may be terminated for any reason and shall not have recourse to the grievance procedure. Once an employee completes his probationary period he shall become a regular employee, with his seniority extending from his date of hire.

10.2 In the event of a layoff, employees will retain their seniority for the time specified below. Thereafter, their seniority will break.

<u>LENGTH OF SERVICE</u>	<u>PERIOD OF SENIORITY RETENTION</u>
Up to one year	Actual length of service
One to five years	One (1) year
Five years or more	Three (3) years

10.3 Seniority shall prevail at all times.

10.4 An employee's seniority shall be broken and his employment deemed terminated under the following circumstances:

- (a) Discharge for just cause.
- (b) Voluntary quit.
- (c) Failure to respond to notice of recall within seventy-two (72) hours from the date he receives notice of recall from layoff.
- (d) Failure to return from a leave of absence when scheduled.
- (e) Failure to report for work or notify Employer for three (3) consecutive workdays.
- (f) Unavailability for work for more than thirty (30) workdays due to a reason other than injury, illness or authorized leave under the Family and Medical Leave

Act. This shall not apply to an employee's incarceration for non-payment of child or spousal support.

(g) Continuous absence due to an injury or illness as follows:

(i) Non-work related - the lesser of the employee's length of service or one (1) year.

(ii) Work-related - the lesser of the employee's length of service or two (2) years.

10.5 Upon request, the Employer shall furnish the Union and the Warehouse Steward with a list of all temporary personnel then performing bargaining unit work and the hours worked by such temporary personnel during a period not to exceed the immediately preceding thirty (30) days.

10.6 All warehouse and driving positions shall be re-bid every twenty-four (24) months. Employees shall move into their new positions no later than fifteen (15) days following completion of the re-bid, which shall include filling, by new hires if necessary, any positions left vacant as a result of the re-bid.

10.7 The Employer may post for re-bid in advance of any general 24-month re-bid any jobs affected by a change in operations or reorganization effected by the Employer. If a sufficient number of positions are affected by any such change in operations or reorganization, the Employer may, after consultation with the Union and with the Union's agreement, which will not be unreasonably withheld, conduct a general re-bid of all positions.

10.8 The drivers' re-bid will be on the basis of weekly trip packages with the understanding that, as delivery demands indicate, stops may be moved from route to route and drivers may be reassigned on a daily basis to cover for absent drivers. Any driver so reassigned shall have the right to have such reassignment reviewed after eight (8) consecutive work days. The Employer and the Union will discuss modifications in this process at the initiation of either, or as may be required by the implementation of dynamic routing.

10.9 Within forty-five (45) days after a position becomes vacant and within sixty (60) days after a new position is created, the Employer will post it for bid. Each posting will remain open for forty-eight (48) hours; provided, however, that the Employer will notify any employee who

is absent due to vacation or for a reason other than a long-term (more than one (1) month) leave of the posting and hold the bid open for such employee for forty-eight (48) hours after such notice. The Employer will start the employee awarded the job in the position at the start of a week following after such award unless it is not practicable for the Employer to do so. In such case, the Employer will start the employee in the awarded position at the start of a week as expeditiously as possible (no later than thirty (30) days) under the circumstances. In the event of a temporary opening in a driving position due to a disability that is expected to last for at least sixty (60) days, Extra Drivers shall be permitted to bid on the position for the duration of the disability-related absence.

**Article 11. FURNISHING BOND.**

No employee shall be compelled to furnish a cash bond nor contribute to any drivers' fund.

**Article 12. HIRING ADDITIONAL EQUIPMENT.**

Employer shall not hire extra equipment until its own, available usable equipment is exhausted.

**Article 13. STEWARD.**

13.1 The employees of the Employer will elect three (3) from among them to act as Stewards, whose duty it shall be to see that the conditions of this contract are not broken by either Employer or employees, and in case of a layoff, they shall be the last employees to be laid off, and in no circumstances shall they be discriminated against.

13.2 The authority of each Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities: (1) the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement; (2) the collection of dues when authorized by appropriate Local Union action; (3) the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information (a) have been reduced to writing or (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

13.3 The Stewards have no authority to take strike action or any other action interrupting the Employer's business, except as authorized by official action of the Union.

13.4 The Employer recognizes these limitations upon the authority of the Stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the Stewards have taken unauthorized strike action, slow down, or work stoppage in violation of this Agreement, and the Employer also has the right to discipline the participants in an unauthorized strike, slow down, stoppage of work, and those who refuse to return to the work of their normal duties when ordered to do so.

**Article 14. GRIEVANCE AND ARBITRATION.**

14.1 A grievance is hereby defined to be any controversy, complaint, misunderstanding, or dispute arising out the interpretation or application of the terms of this Agreement.

14.2 Any grievance arising between the Employer and the Union or an employee represented by the Union shall be settled in the following manner:

Step 1. The aggrieved employee or employees or the Steward must present the grievance to the supervisor or manager involved within five (5) working days after the reason for the grievance has occurred.

Step 2. If a satisfactory settlement is not effected with the supervisor or manager within three (3) working days thereafter, the Steward or employee(s) shall submit such grievance in writing to a Union Representative. Within five (5) working days after the supervisor or manager provides his answer to the grievance, the Union Representative shall take the matter up with a representative of the Employer with authority to act upon such grievance. A decision must be made by the Employer within five (5) working days thereafter.

Step 3. In the event a satisfactory resolution of the grievance is not reached with the Employer representative, the Union may submit the grievance to arbitration under the labor arbitration rules of the American Arbitration Association. Such submission must be made within ten (10) working days after the Employer representative notifies the Union of his decision. The following principles will apply to any arbitration hereunder:

(i) The decision of the arbitrator shall be final and binding. No arbitrator shall have the power to modify the terms of this Agreement.

(ii) The fee of the impartial arbitrator shall be borne equally by the Union and the Employer.

(iii) In the case of any arbitration of a discharge, the arbitrator may sustain the discharge, or may order the reinstatement of the employee and in the latter event may, in his discretion, order the Employer to reimburse the employee with pay for some or all days lost.

14.3 In order for a grievance to remain a valid grievance, all of the above time limits must be met by the employee, Steward or Union. In the event any time limit for advancing the grievance through the grievance procedure or to arbitration is missed, the grievance will be deemed to be resolved on the basis of the last Employer answer. If there is none, then the grievance will be deemed to be denied.

**Article 15. UNAUTHORIZED STRIKE.**

15.1 The parties agree that there shall be no strike, sympathy strike, slowdown, job action or work disruption of any kind. Nor shall there be a lockout, labor holiday, or other suspension, unless the other party fails to comply with an Arbitration award within seventy-two (72) hours after receiving the award, or as soon thereafter as practicable.

15.2 In the event of a strike or stoppage of work not approved by the Union, the President, Secretary, or Executive Board of the Union, the Employer agrees that it will not bring action against the Union or its officials to establish responsibility for such strike or stoppage of work, if the Union within twenty-four (24) hours after notification by the Employer of said strike or stoppage of work shall publicly disavow responsibility for the same and order the employees concerned to immediately return to work, which said public disavowal shall be by daily advertisement in newspapers in the City of Reading, by written notice by mail to each member of the Union affected, and by such other publicity as Employer shall require.

**Article 16. OUTSIDE LABOR TROUBLE.**

It shall not be considered a violation of this Agreement if any employee covered hereunder should refuse to receive or deliver materials at a place where labor trouble exists, providing the officials of the Union agree that labor trouble does exist, and further providing that the intent of this Article conforms with the Labor-management Reporting and Disclosure Act of 1959.

**Article 17. MILITARY SERVICE.**

It is agreed that in the event any member of the Union is drafted or enlists into any branch of the Service of the United States, he

shall be guaranteed reinstatement in his former position, with full seniority rights as specified and conditioned by Federal law, upon his discharge from the Service, providing he applies for reinstatement within ninety (90) days after being discharged, unless he is physically disabled from performing same.

**Article 18. HEALTH AND WELFARE FUND.**

**18.1 Contributions.**

(a) The Employer agrees to make the following monthly contributions to the Central Pennsylvania Teamsters Health and Welfare Fund (the Fund) for each Eligible Employee covered by this Agreement in order to qualify such employee for benefits in accordance with the terms of the Declaration of Trust and the Central Pennsylvania Teamsters Health and Welfare Fund - Plan No. 13 executed by the Employer and subject to the qualifications hereinafter specified:

Full Family Opt Out Provision Elected   X   Yes          No

Effective September 1, 2019, contribution due September 15, 2019, for benefit coverage commencing October 1, 2019, at a rate of \$1,932.67 per employee per month.

Effective September 1, 2020, contribution due September 15, 2020, for benefit coverage commencing October 1, 2020, at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective September 1, 2021, contribution due September 15, 2021, for benefit coverage commencing October 1, 2021, at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective September 1, 2022, contribution due September 15, 2022, for benefit coverage commencing October 1, 2022, at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

Effective September 1, 2023, contribution due September 15, 2023, for benefit coverage commencing October 1, 2023, at a rate to be determined by the Central Pennsylvania Teamsters Health and Welfare Fund.

(b) The Employer's contribution beginning September 1, of each year 2020 through 2023, shall be based upon a maximum increase in the annually compounded composite contribution rate of 7% above the composite contribution rate in effect immediately preceding the increase. To the extent, the rate established by the Trustees effective as of September 1, in any year of this Agreement exceeds the foregoing corresponding composite

rate, the difference shall be converted to a monthly/weekly rate and added to the employee's co-payment described in paragraph (d) below.

18.2 Upon written request, prior to the anniversary dates for billing purposes once a year, the Employer will receive a component/composite rates comparison. Once the rate increases have been established, the Employer will be able to choose between the component or composite rates.

18.3 The Employer shall be bound by the terms of the Fund's Trust Agreement, Plan Document, policies and procedures (including this agreement). These documents shall supersede any contrary provision of this Agreement.

18.4 The above schedule is only intended to set out what the contribution rates are, and when they are subject to change. Eligibility for a contribution is based on the language as set forth in 18.6, below.

NOTE: If the Negotiating Parties agree to participate in the "Full Family Opt Out" provisions under Plan 13, Participants are permitted to select whether they will elect coverage for themselves and all of their eligible dependents under the Plan. Eligible dependents are automatically covered if the Participant elects coverage under the Plan. Conversely, dependents cannot be covered under the Plan if the Participant does not elect coverage for himself/herself. Participants can make an election only once annually during the open enrollment period, except in the event of a "special enrollment" opportunity as defined under HIPAA. The coverage selection information will be provided to the Employer by the Fund following the close of the Plan's annual open enrollment period or when a change is made due to a "special enrollment" opportunity.

18.5 If a participant elects to waive benefit coverage with this Fund, the Employer's obligation to remit a contribution on their behalf shall cease as of the contribution due date that provides that month's coverage. (For example, a participant waives coverage effective September 1, the employer will not be obligated to remit a contribution due August 15)

(a) Monthly contributions for each Eligible Employee shall be paid not later than the fifteenth (15th) day of the month.

(b) The Employer shall use the reporting forms required by the Trustees of the Fund (the "Trustees") and shall comply with the instructions of the Trustees in filling out such forms.

(c) Employer is responsible for the collection of all co-payment amounts by employees. The Employer will remit the entire contribution due to the Fund Office. Co-payments are to be designated as follows:

Effective September 1, 2019, \$75.00 per month (\$17.31 per week)  
Effective September 1, 2020, \$80.00 per month (\$18.46 per week)  
Effective September 1, 2021, \$85.00 per month (\$19.62 per week)  
Effective September 1, 2022, \$90.00 per month (\$20.77 per week)  
Effective September 1, 2023, \$95.00 per month (\$21.92 per week)

18.6 Eligibility of Employees.

(a) Any newly hired Employee shall qualify for benefit coverage as of the first day of the month immediately following the Employer's first contribution if such Employee meets the requirements of subsection (b) next below.

(b) An Employee shall be deemed to be an Eligible Employee entitled to a contribution if such Employee has been credited (i.e. worked or received paid time off as vacation, holiday, personal holiday or funeral leave) with at least 60 hours for the Employer during the preceding calendar month. (For example: An employee is hired October 17 and has been credited with 60 hours in the month of October, therefore, the contribution is due November 15 for benefit coverage effective December 1.)

18.7 Payroll Audits.

The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Health and Welfare Fund. The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found, along with the applicable interest thereon. If the Employer is found to intentionally be in non-compliance with Fund Rules, then in addition to contributions and interest, the Employer shall pay the following:

- (a) The full cost of performing the audit;
- (b) Any such other remedies as are permissible under ERISA.

In the event an Employer is charged with any of the costs hereinabove set forth, the Employer may proceed in accordance with the Grievance Procedure provided elsewhere in this Agreement.

18.8 Union Protection.

In the event the specified contributions are not paid by the fifteenth (15th) day of the month, as above provided, the proper Union official may issue to the Employer a delinquent notice requesting payment within seventy-two (72) hours: if all delinquent contributions are not paid within that period, the employees of such Employer and their representatives shall have the right to take such action as may be necessary until the delinquent payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom, if it is ultimately determined that all of the delinquent amounts claimed are actually owed by the Employer, unless the Employer pays disputed contributions into escrow pending a determination of which amounts, if any, are due from the Employer.

Any and all claims for an Eligible Employee, which should be covered and have not been covered because of contribution deficiencies, shall be the responsibility of the Employer.

18.9 Employer Contributions During Employee Disability.

The Employer shall make its share of the contribution on behalf of an Eligible Employee, who has not otherwise qualified under 18.6 above, and who is disabled because of accident or illness and unable to perform the work assigned to him by the Employer, during the following periods:

<u>Pay Monthly Contributions For:</u>	<u>When the Employee Has Been Employed:</u>
3 months	less than one year
6 months	one year to three years
9 months	more than three years
12 months	for occupational injury

Article 19. PENSION FUND

19.1 Employer Contributions.

(a) The Employer agrees to make the following monthly contributions to the Central Pennsylvania Teamsters Pension Fund (the "Fund") for each Eligible Employee covered by this Agreement, in accordance with the terms of the Declaration of Trust, Defined Benefit Plan, and the Retirement Income Plan executed by the Employer, subject to the qualifications hereinafter specified:

Effective September 1, 2019 (\$10.00) - \$ 590.59 per employee per month  
Effective September 1, 2020 (\$10.00) - \$ 600.59 per employee per month

Effective September 1, 2021 (\$10.00) - \$ 610.59 per employee per month  
Effective September 1, 2022 (\$10.00) - \$ 620.59 per employee per month  
Effective September 1, 2023 (\$10.00) - \$ 630.59 per employee per month

(b) Monthly contributions for each Eligible Employee shall be paid not later than the fifteenth (15th) day of the following month.

(c) The Employer shall use the reporting forms required by the Trustees of the Fund (the "Trustees") and shall comply with the instructions of the Trustees in filling out such forms. This applies both to contributions which are payable and to reporting the Hours of Service for each Eligible Employee.

(d) The Employer shall be bound by the terms of the Fund's Trust Agreement, Plan Document, policies and procedures (including this Agreement). The Trust Agreement and Plan Document shall supersede any contrary provisions of this Agreement.

#### 19.2 Eligibility of Employees.

(a) All existing employees and all new employees shall be eligible for participation in and for contributions to the Fund after they have been on the payroll of the Employer for thirteen (13) weeks.

(b) In determining the initial thirteen (13) week period, a new employee shall be deemed to be on the payroll of the Employer each week he is assigned and works three (3) separate work periods during one (1) workweek, or is assigned and works twenty (20) hours or more in less than three (3) separate work periods during one (1) workweek.

(c) The specified monthly contributions shall be paid beginning with the month in which an employee has completed thirteen (13) weeks of employment.

(d) After completing the thirteen (13) weeks of employment, the specified contribution shall be paid for each calendar month an employee is credited with eighty-six (86) hours or more, regardless as to classification of casual, probationary, temporary, etc. If an Eligible Employee is credited with less than 86 hours in a calendar month, the Employer shall report to the Trustees the actual hours credited even though no contribution is due.

#### 19.3 Payroll Audits.

The Fund shall have the authority to audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contribution reporting to the Central Pennsylvania Teamsters Pension Fund.

The audit shall be completed at a mutually agreeable time and at no cost to the Employer. The Employer will be charged with any contribution deficiencies found, along with applicable interest thereon. If the Employer is found to intentionally be in non-compliance with Fund rules, then in addition to contributions and interest, the Employer shall pay the following:

- (a) The full cost of performing the audit;
- (b) Any such other remedies as are permissible under ERISA.

In the event an Employer is charged with any of the costs hereinabove set forth, the Employer may proceed in accordance with the Grievance Procedure provided elsewhere in this Agreement.

19.4 Union Protection.

In the event the specified contributions are not paid by the fifteenth (15th) day of the following month, as above provided, the proper Union official may issue the contributing Employer a delinquent notice requesting payment within seventy-two (72) hours; if all delinquent contributions are not paid within that period, the employees of such Employer and their representatives shall have the right to take such action as may be necessary until the delinquent payments are made. It is further agreed that in the event such action is taken, the Employer shall be responsible to the employees for losses resulting therefrom, if it is ultimately determined that all of the delinquent amounts claimed are actually owed by the Employer, unless the Employer pays disputed contributions into escrow pending a determination of which amounts, if any, are due from the Employer.

Any and all claims for an Eligible Employee, which should be covered and have not been covered because of contribution deficiencies, shall be the responsibility of the Employer.

19.5 Employer Contributions During Employee Disability.

(a) The Employer shall make a contribution on behalf of an Eligible Employee, who has not otherwise qualified under 19.2 above, and who is disabled because of accident or illness and unable to perform the work assigned to him by the Employer, during the following periods:

<u>Pay Monthly</u>	<u>When the Employee</u>
<u>Contributions For:</u>	<u>Has Been Employed:</u>
3 months	less than 5 years
6 months	5 years to 10 years
9 months	more than 10 years

12 months

for occupational injury

(b) The stated initial thirteen (13) week period of eligibility shall not apply to an employee who becomes disabled on the job. The Employer agrees to pay the monthly contributions for an employee disabled on the job according to the schedule listed above, regardless of whether or not that employee has completed his initial period of eligibility.

(c) When absence because of accident or sickness disability begins on or before the fifteenth (15th) day of the month, the monthly contribution for that month shall be deemed the first contribution for accident or sickness disability.

(d) When absence because of accident or sickness disability begins on or after the sixteenth (16th) day of the month, the monthly contribution for the following month shall be deemed the first contribution for accident or sickness disability.

(e) The Employer shall resume regular monthly contributions when an employee has returned to work after absence because of accident or sickness disability:

(1) Beginning with the month during which the employee returns to work, when he returns to work on or before the fifteenth (15th) day of the month.

(2) Beginning with the month following his return to work when he returns to work on or after the sixteenth (16th) day of the month.

**Article 20. CHECK-OFF.**

From the pay for the third week of each month, the Employer shall deduct the dues which may be due by the employee for the next succeeding month, in reference to any employee who shall have authorized, in writing, the Employer to so deduct the dues. In the case of a new employee, the Employer shall, from the first pay after the expiration of a period of thirty-one (31) calendar days from commencement of employment, deduct the whole initiation fee. All sums deducted shall be remitted to an authorized agent of the Union not later than the first day of each month.

**Article 21. DEATH IN FAMILY.**

21.1 In the event of a death in the immediate family (father, mother, wife, husband, brother, half-brother, sister, half-sister, son, daughter, mother-in-law, father-in-law, foster or stepparents and/or

stepchild residing with the employee), an employee shall be given three (3) workdays off with pay for the express purpose of attending services.

21.2 In the event of death of one other than the immediate family (grandparents, grandchildren, aunts, uncles, nieces and/or nephews), the employee shall be given one (1) workday off with pay to attend services for the deceased.

**Article 22. NON-DISCRIMINATION.**

22.1 Neither the Employer nor the Union will discriminate in hiring, promotion, or continued employment because of race, religion, creed, color, age, disability, national origin, sex, Vietnam era veteran status or disabled veteran status. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act. In the event a proposed accommodation will conflict with an express provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer and/or the Union with respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future.

22.2 The Employer and the Union agree that there will be no discrimination by the Employer or the Union against any employee because of his or her membership in the Union or because of any employee's lawful activity and/or support of the Union.

22.3 Wherever any words are used in this collective bargaining agreement in the masculine gender, they shall be construed as though they were used in the feminine gender in all situations where they would so apply, and wherever any words are used in this collective bargaining agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and wherever any words are used in this collective bargaining agreement in the plural forms, they shall be construed as though they were also used in the singular form in all situations where they would so apply.

**Article 23. PROTECTION OF RIGHTS.**

Struck Goods. It shall not be a violation of this Agreement and it shall not be a cause for discharge or disciplinary action nor shall such employee be permanently replaced if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an employer or person whose employees are on strike, and which service, but for such strikes, would be performed by the employees of the employer or person on strike.

**Article 24. JURY DUTY.**

When a non-probationary employee is required to serve jury duty, the Employer shall pay him the difference between the jury service pay he receives and his regular straight time earnings for any normally scheduled time he misses on account of such service, up to a maximum of eight (8) or ten (10) days, depending upon his schedule (i.e., the equivalent of two (2) weeks' in any contract year).

**Article 25. MANAGEMENT RIGHTS.**

The Union recognizes those rights and responsibilities which belong solely to the Employer, as an example: the right to manage the business; to direct the work force; the right to hire; to maintain order and efficiency; to extend, maintain or curtail operations; to determine type and amount of equipment to be used; assignment of work; to introduce new or improved methods and facilities; to layoff for lack of work; to require employees to observe reasonable rules and regulations. All rights, power or authorities the Employer had prior to signing a Union agreement are retained by the Employer, except those specifically modified by this Agreement.

**Article 26. INJURIES AND ILLNESS.**

26.1 Any employee sustaining injuries which are compensable under the Workers' Compensation Act and do not prevent him/her from performing his usual duties but require that he/she visits the office of an Employer-designated physician for the purpose of obtaining further treatment during working hours, shall suffer no loss of wages because of any such visit. It is understood and agreed that wage protection extends only to regular hours of work and only if the employee exhausts all possibility of scheduling such treatment during non-working hours and is absent from work for the minimum time necessary to travel directly to and from the physician's office and to receive treatment.

26.2 Any employee sustaining injuries which are compensable under the Workers' Compensation Act and prevent him/her from performing all work available to him/her, shall sustain no loss of pay for the balance of the day on which he/she is injured. The employee shall return to work that day if feasible and if the treating medical personnel determine he/she is able to do so.

**Article 27. FAMILY AND MEDICAL LEAVE ACT AND OTHER DISABILITY LEAVES.**

27.1 The measurement period shall be a rolling twelve (12) months in which an employee can take his/her twelve weeks of leave under the Family and Medical Leave Act ("FMLA").

27.2 The procedure employees must follow to request FMLA leaves is a thirty (30) day written notice unless it is an emergency.

27.3 Employees will have to use accrued paid leave, such as vacation time and personal days, during their FMLA leaves; provided, however, that employees may retain at least one (1) week of their vacation entitlement and will not be required to use it during a period of FMLA leave, although they may choose to do so.

27.4 Life and other health insurance coverage will be continued for a cumulative total of ninety (90) days during FMLA leaves taken in any twelve (12) month period.

27.5 Vacation time will accrue during FMLA leaves.

27.6 Returning employees must provide fitness for duty certificates if applicable.

27.7 The Employer shall have the right to require an employee on leave due to injury or illness (work-related or non-work related) to be examined by a physician of its choosing at its expense, but no more frequently than once every sixty (60) days. In the event there is a difference of opinion regarding an employee's ability to work, between a physician selected by the Employer and the employee's physician, the employee will be examined by a third physician acceptable to the first two (2) physicians, whose opinion shall be conclusive regarding the employee's condition at that time.

**Article 28. DISCIPLINE AND DISCHARGE.**

28.1 The Employer may discipline, suspend or discharge an employee for just cause. Any employee against whom action is taken hereunder shall have the right to seek review under the grievance and arbitration

procedure in this Agreement. Probationary employees are excluded from the operation of this provision.

28.2 Any disciplinary rules the Employer issues hereunder shall first be given to the Union and a reasonable opportunity afforded it to discuss the rules with the Employer, prior to the rules being implemented.

28.3 Discipline issued hereunder shall remain effective for sixteen (16) months following the date of the offense.

28.4 Discipline shall be issued within the later of seven (7) days after the event giving rise to the discipline or the conclusion of the Employer's investigation of the event. When an employee is to be suspended or discharged, a steward shall be present if then available.

**Article 29. UNION LEAVE OF ABSENCE.**

Employees shall be granted an unpaid leave of absence to serve in a full-time official capacity with Union and upon completing such service to return to the Employer without loss of seniority which will continue to accrue for job preference and protection purposes but not for benefits during such absence.

**Article 30. TRANSFER OF EMPLOYER TITLE OR INTEREST.**

This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event an entire operation or a portion thereof is sold, leased, transferred, or taken over by sale, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof. On the sale, transfer or lease of an individual run or runs, only the specific provisions of this Agreement, excluding supplements or other conditions, shall prevail. It is understood by this section that the parties hereto shall not use a lease agreement to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and delivered to the Union not later than fourteen (14) days prior to the scheduled closing of any transaction covered by this Article.

**Article 31. SEVERANCE.**

In the event that the Employer closes, sells or otherwise ceases operation, it will adhere to all applicable laws with respect to notice to and bargaining with the Union.

**Article 32. BARGAINING UNIT WORK.**

32.1 Non Union employees shall not perform work currently being performed by bargaining unit employees (as of August 19, 2004), except to the extent that non-union employees are currently doing so.

32.2 To the extent feasible in light of customer demands and requirements, the Employer will offer delivery work to bargaining unit Drivers before using an outside delivery service to perform such work.

**Article 33. LEGAL RESPONSIBILITY.**

The parties hereto expressly declare that it is their respective intention to be legally bound by the terms and conditions of this Agreement.

**Article 34. MISCELLANEOUS.**

The Employer shall pay Drivers for up to one (1) hour at their straight-time rate for time outside of normal hours during which they undergo a D.O.T. physical. Any such time shall not be considered time worked for overtime purposes.

**Article 35. DURATION.**

This Agreement shall be in full force and effect from the 25<sup>th</sup> day of August 2019, until and including the 24<sup>th</sup> day of August 2024.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 8<sup>th</sup> day of November, 2019.

In the presence of:

SINGER EQUIPMENT COMPANY

By:

John J. Vazzo

TEAMSTERS LOCAL UNION NO. 429

By:

Wilhelm H. Shoppell  
President

By:

Karin M. Bolig  
Secretary-Treasurer

By:

Jim Gese  
Business Agent

## **NOTICE**

### **BE SURE TO GET A WITHDRAWAL CARD**

It is important to get a withdrawal card from the Local Union if you do not work and are not being paid by your Employer. This applies if you terminate your employment, go on unpaid sick leave, workers compensation, a leave of absence, are laid off, or for any reason you do not work and are not being paid by your Employer. Members must request a withdrawal card. Failure to request a withdrawal card will make you responsible for all back dues and possibly a re-initiation fee. Your request should be submitted before the end of the month in which you last worked. A withdrawal card allows a member to maintain his or her membership on an inactive basis. In other words, you will not owe union dues for any months you did not work after you obtain the withdrawal card. Additionally, this allows you to avoid paying a re-initiation fee when you return to employment.

You can request a withdrawal card by mail or by clicking on [www.teamsterslocal429.org](http://www.teamsterslocal429.org) and printing the withdrawal form. Along with your request, please include fifty cents to cover the cost of the withdrawal card. Mail requests to:

**Teamsters Local Union No. 429**  
**1055 Spring Street**  
**Wyomissing, PA 19610**

You may also apply for a withdrawal card in person at the above address. The business hours are:

**Monday through Friday – 7:00 A.M. to 4:00 P.M.**

In order to be eligible for a withdrawal card, your initiation fees must be paid in full and your union dues must be paid current.

**Union Dues:** This Local Union is required to conduct an update of dues paid by members to be in compliance with the directives of the IBT Constitution (Article X, Section 5). All members are reminded that accurate and timely payment of dues is the member's responsibility. If a member is on dues check-off, they must contact the Union Hall immediately to report any error in their monthly dues deduction.

**Membership Cards:** Any member that does not have a union membership card must contact the Union Hall.

Should you have any questions, please call:

**TEAMSTERS LOCAL UNION NO. 429**  
**(610) 320-5521**  
**or (800) 331-4290**