

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

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

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 342**

**JANUARY 16, 2017 - JANUARY 15, 2020**

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AGREEMENT entered into this 9th day of May 2017, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, hereinafter referred to as the UNION, and the UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 342, 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 obtain uninterrupted operations of the office involved.

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

### **ARTICLE I – RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, exclusive of supervisory employees with authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline other employees, or effectively to recommend such actions, if in connection with the foregoing, the exercise of such authority is not of merely routine nature but requires the use of independent judgment.

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

Section 1 - The Employer agrees that all employees covered under this Agreement shall, as a condition of employment thirty- one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.

Section 2 - The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing.

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 representative 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 is employed beyond eight (8) weeks, said employee should automatically acquire the status of a permanent employee. In the event that there is a need for temporary help requiring more than eight (8) weeks' employment, the foregoing stipulation may be conditionally waived upon written request of the Employer prior to the expiration of the eight (8) weeks' period.

### **ARTICLE III — WORK SCHEDULES**

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. At the request of the employee, a more flexible schedule may be arranged at the Employer's discretion. Such request will not be unreasonably denied.

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) week accrual of overtime monies shall be permitted at any time.

The Employer has the right to schedule an employee to work overtime on Monday nights until 7:30 if the needs of the business dictate it.

Section 3 - Any employee hired on or after January 16, 2008 will be required to start work on any shift commencing from 9:00 AM until 12 Noon as scheduled at the discretion of the Employer. The starting times of any shifts shall be determined by the Employer.

Any employee on the payroll prior to January 16, 2008 shall not be required to work any shift which commences at 10:00 AM or later. However, at the discretion of the Employer, should the Employer determine that they require employees working on the payroll prior to January 16, 2008, to work a shift that starts at 10:00 AM or later, such employee, at the employee's discretion, agrees to work a shift that starts at 10:00 AM or later and shall receive a \$10.00 per day premium for working such a shift. The start time of any shift for which a premium is paid is at the discretion of the Employer.

The Employer's scheduling of shifts shall not affect the overtime that employees hired prior to January 16, 2008 had been receiving prior to the ratification of this contract.

Section 4 - Inclement Weather: If the Employer is forced to close the office once the workday has commenced due to inclement weather, all employees will be sent home at the Employer's discretion and will be paid for the full time that they were scheduled. Employees that had previously called in sick or had a scheduled vacation or personal day will still use their scheduled vacation, personal, or sick day. If the employer closed the office prior to the start of the workday, based on inclement weather, all employees scheduled to work that day will be paid for their scheduled time, and these employees scheduled for a vacation or personal day will gain an additional day.

In the event, the office is closed on any given day that an employee is scheduled to work, that employee, full-time or part-time will be paid in full for the day, up to a maximum of seven hours for the day.

#### **ARTICLE IV - HOLIDAYS**

All employees (full-time & part-time) shall enjoy the following holidays effective immediately following thirty (30) days of employment.

New Year's Day	Columbus Day
President's Day	Presidential Election Day*
Martin Luther King	Veteran's Day
Memorial Day	Thanksgiving Day
July 4th	Thanksgiving Friday
Labor Day	Christmas Day
Employee Birthday	

\*Employees hired prior to 1994 will continue to receive Election Day as a holiday. Please note that once every four years all employees will receive 13 paid holidays instead of 12.

From time to time the Employer at its discretion may elect to have an early closing preceding certain well-celebrated holidays. This decision may be made at any time during the day or may be planned ahead for the upcoming year. This in no way will be deemed part of the regular holiday entitlement. All employees working on these short days will be paid for the full-time that they were scheduled. Employees that had previously called in sick or had a scheduled vacation or personal day will use their full sick, vacation, or personal day for that day. If the closing is at 12:00 noon, employees will be permitted to take one morning break of 15 minutes. If the closing is at 2:00 PM, employees will be permitted to take one half-hour break for the day.

Section 1 - Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed either on Friday or Monday, at the discretion of the Employer.

Section 2 - 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. Work performed on Saturday will be paid at the rate of 1.5 times the regular rate of pay.

\*Employee may request to work on their birthday and switch it for another day of their choosing within the same week, at the Employer's discretion. If the request is granted, work on the birthday will not be twice the regular rate of pay. The employee may not carry this day forward. This is being done in order to allow the employee to tack their "birthday" onto the weekend making it a long weekend for the employee no matter what day of the week their birthday falls on.

Section 3 - 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 4 - From time to time the Employer, at its discretion, may elect to give its employees off as a holiday the day before and/or the day after the contractually mandated Holidays listed above.

In order for an employee to receive holiday pay, an employee must work the scheduled day before the holiday and the scheduled day after the holiday. This would include working the scheduled work day prior to any extended holiday and the work day subsequent to an extended holiday as set forth in the preceding paragraph. An employee may not use sick time in lieu of working the scheduled day before or day after a holiday or extended holiday.

Section 5 - In addition to the holidays specified above all employees will receive three (3) personal days to be used on a day of their choice. Employees must be employed more than thirty (30) days before they are eligible to use personal days. Employees shall give one (1) weeks' notice of choice of day (except in the case of an emergency) which shall be granted at the Employer's discretion which shall not be unreasonably denied.

Section 6 - All employees shall receive one (1) floating holiday with pay during the month of December.

## ARTICLE V - VACATIONS

Employees shall be granted the following vacations with pay:

Six (6) months, but less than one (1) year of service – One (1) week plus one (1) additional day for each additional month of service;

One (1) year, but less than four (4) years of service – Two (2) weeks;

Four (4) years, but less than eight (8) years of service – Three (3) weeks;

Eight (8) years of service or more – Four (4) weeks;

All full-time employees on the payroll as of January 1, 1994, shall be eligible to accrue the five (5) weeks' vacation after fifteen (15) years of service. All other employees shall receive a maximum of four (4) weeks' vacation, if and when they are eligible.

Vacation time may be taken in individual days.

## ARTICLE VI - SICK LEAVE, LEAVES OF ABSENCE

Section 1 - After six (6) months five (5) sick days, after one (1) year nine (9) days, for any new hires. All full time employees on the payroll on the date the last contract was agreed to shall receive nine (9) days sick leave after six (6) months of employment.

Section 2 - Those employees who are presently receiving fifteen (15) days sick leave per year, nine (9) days sick leave per year, will respectively remain at those number days.

Part time employees will be entitled to sick pay after six (6) months of employment on a pro-rata basis.

All full time employees shall be paid for all unused sick leave in January of the following year. Part time employees shall receive payment for all their pro-rated unused sick time.

All former Local 174 employees shall receive a maximum of five (5) unused sick leave days to be paid at the end of each contract year.

Section 3 - The Employer agrees to permit its employees to take reasonable furloughs without pay in the event of illness which goes beyond the fifteen (15) day period herein specified. The Employer also agrees to permit its employees to take a leave of absence for one (1) year or less due to maternity. The Employer agrees that furloughs granted to employees shall not affect the seniority standing of said employee.

Section 4 - Jury Duty: The Employer will grant to each employee time off for mandatory jury duty. A copy of the Jury Duty Subpoena must be supplied to the department manager and Human Resources Department when requesting time off. When an employee is excused from jury duty, or released early for the day, he/she shall be obligated to return to work whenever reasonably possible.

For a period of up to ten (10) days, the Employer will pay to the employee, their regular straight time weekly earnings. The employee will then return to the Employer the fee paid to the employee for attendance as a juror to offset the cost incurred by the organization during the employee's time off for mandatory jury duty.

All compensable jury duty will be limited to ten (10) days per employee during any twelve month period.

Section 5 - In the event the Employer closes the office(s), at any time for a period of two (2) days or less, all employees shall receive full pay during that period. This section does not apply in the event of a permanent closing of the office.

### ARTICLE VII - SENIORITY

Section 1 - Seniority shall mean length of continuous service with the Employer.

Section 2 - An employee shall lose all seniority right 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 more than two (2) years.
- e. Receipt of severance pursuant to Article XI, Section 3 of this Agreement

Section 3 - For purposes of lay-offs, decrease of the work force, and recall of employees who have been laid off, consideration will be given to the employee's length of service in the particular classification of work, the employee's length of service in the particular classification, and the employee's ability to perform the work involved based upon the Employer's assessment of the employee's ability. When the Employer in its sole discretion determines that factors other than length of service are relatively equal, an employee with the greatest length of service will be given preference. Although the Employer will discuss its determination with the Union upon request, the Employer's judgment is to be final.

### ARTICLE VIII - HEALTH & WELFARE

 For employees hired prior to January 1, 1994, the Employer will continue to contribute to the Local 342 ~~Independent Welfare~~ <sup>Health Care Fund</sup> Fund for the purpose of providing a program of Health Care benefits as established by the Trustees.

For all employees hired after January 1, 1994, the Employer will make the necessary contribution to the Local 342 Seafood Welfare Fund in order to provide a program of health benefits as established by the Trustees of the Seafood Fund. Such contribution will be made following three (3) months of employment.

Employees upon reaching their anniversary of three (3) years of service will be transferred to the Local 342 Healthcare Fund, Plan 6.

Any employee who undergoes surgery, other than elective or cosmetic surgery, shall receive additional pay for the amount of time out of work due to the surgery, to a maximum of two (2) weeks' pay.

Any employee who has completed ninety (90) days of employment shall have the following option proposed by the Employer providing that the employee can establish that they are covered by health care elsewhere, the Employer will pay that employee fifty percent (50%) of the current healthcare cost each month in lieu of health care provided they sign the necessary waivers and provide the necessary proof. Once they withdraw they have to remain out of the health care plan for a period not less than one (1) year. In the case of the loss of health care, the employee shall request from Human Resources reenrollment into the plan, and payments will then cease.

### ARTICLE IX - ANNUITY FUND

- A. The Employer agrees to increase the annuity contribution for those who are receiving annuity payments according to the following:

Effective January 7, 2015 the Employer agrees to increase the annuity contribution an additional two dollars (\$2) the first year over the life of this agreement.

Effective January 7, 2015 the Employer agrees to make the seven dollar (\$7.00) contribution adjustment necessary to make the contribution amount equal for the Local 153 and former Local 174 employees.

- B. All employees who are participants in the Local 153 Pension Plan and are vested shall receive a pension supplement of five-hundred (\$500.00) per year for each year of service, provided that they retire under the guidelines of the Pension Plan.
- C. All new hires after the signing of the agreement shall become participants in the UFCW Local 342 Savings and 401(k) Plan after one (1) year of service. Those employees shall receive a contribution of one-hundred (\$100.00) per month and an additional fifty dollars (\$50.00) per month each year after not to exceed two-hundred (\$200.00) per month.
- D. Any employee that is willing to make contributions into their Local 342 Savings and 401(k) Plan, the Affiliated Funds will match up to \$600.00.
- E. It is the Affiliated Funds position that the Affiliated Funds will continue to provide annuity benefits in the UFCW Local 342 Savings and 401(k) Plan as stated in this proposal for the duration of the contract.

## **ARTICLE X - PROMOTIONS**

All promotions shall be made from within on the basis of ability and seniority. In the event qualifications are equal, seniority shall prevail. Positions in management (i.e. department manager or assistant manager) status are considered to be exempt salaried positions with flat rate premium pay for days worked outside the normal workweek. The length of employment and equivalent positions in the industry will determine the base rate of pay for these management positions. Minimum salary will be based on the prior year's gross including overtime. The flat rate premium pay will be at the rate of thirteen percent (13%) of the weekly base salary.

Administrative positions(i.e. Executive Secretaries and Administrative Assistants) working directly for the President, Secretary-Treasurer, Field Director, Funds Coordinator and Administrator are considered to be exempt salaried positions with flat rate premium pay for days worked outside the normal work week. The length of employment and equivalent positions in the industry will determine the base rate of pay for these high level administrative positions. Minimum salary will be based on the prior year's gross including overtime. The flat rate premium pay will be at the rate of thirteen percent (13%) of the weekly base salary.

Promotions to positions in the field (i.e. union organizers and union representatives) are considered to no longer be part of the OPEIU Local 153 bargaining unit.

## **ARTICLE XI - DISCHARGES AND LAYOFFS**

Section 1 - It is agreed that the Employer has the right either to 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 - A. In the event the Employer should have a reduction in the OPEIU Local 153 workforce the Employer agrees that all employees covered under this agreement shall be entitled to severance of one week's pay for each year of employment to a maximum of ten (10) weeks and three (3) months medical. Employees currently on the Employer's payroll as of 10/15/12 who were part of the former Local 174 agreement shall receive severance of one week's pay for each year of employment to a maximum of thirteen (13) weeks' severance.

B. A former Local 174 employee who retires whether to collect pension or social security benefits, and who has at least five (5) years of continuous service with the employer at the time of such retirement, shall receive one (1) week's severance pay for each full year of such employment from October 1, 1995 up to a maximum of thirteen (13) weeks.

Section 4 - Employees who are laid off or discharged shall receive two (2) weeks' notice or two (2) week's severance pay, unless an employee is summarily discharged for dishonesty.

Section 5 - Any employee laid off after May 1<sup>st</sup> shall receive salary in lieu of vacation.

Section 6 - No notice of layoff may be given during an employee's vacation period.

Section 7 - Any change in the administration of the affairs of the Employer shall not result in the discharge, layoff or discrimination against any employee.

Section 8 - In the event any employee resigns or is laid off, the Employer, upon request, agrees to issue a statement as to the character of service rendered by the employee involved.

### **ARTICLE XII - NON-DISCRIMINATION**

Section 1 - The Employer agrees that it will not discriminate against an employee because of his or her activity as a member of the Union.

Section 2 - No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

### **ARTICLE XIII - RATES OF PAY**

Section 1 - All Employees on the Employer's payroll as of January 16, 2017 shall receive the following weekly wage increases as outlined below:

Effective and retroactive to January 16, 2017, a twenty-nine dollar (\$29.00) wage increase per employee per week;

Effective January 16, 2018, a twenty-nine dollar (\$29.00) wage increase per employee per week.

Effective January 16, 2019, a twenty-nine dollar (\$29.00) wage increase per employee per week.

Section 2 - In the case of Part-Time employees they will be paid the same amount as a Full-Time employee prorated but not less than 50% of their entitlement pertaining to lump sums, except for wages per hour which shall be the same amount as a Full-Time employee provided the experience is compatible. The determination of the rate shall be at the discretion of Human Resources. All other contract benefits, example, holidays, vacation, sick leave etc. shall be prorated but not less than 50%.

Section 3 - All employees shall be paid weekly and all salaries shall be paid during working hours. No more than two (2) days' pay shall be withheld in any one (1) week.

#### **ARTICLE XIV - TECHNOLOGICAL CHANGES**

Section 1 - In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to discuss with the Union representative and agree on such changes before they are made and further agrees to offer such employment to its present employees before hiring from the outside market.

Section 2 - The Employer further agrees to institute a training program for those who wish to accept employment in these mechanized positions.

#### **ARTICLE XV - 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 New York State Public Employment Relations Board (PERB) for the appointment of an arbitrator.

The arbitrator shall be selected by said Board.

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

#### **ARTICLE XVI - 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 at the time of re-employment.

#### **ARTICLE XVII - MILITARY AND NATIONAL 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 have been 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 XVIII - CHECK OFF OF UNION DUES AND INITIATION FEES**

Section 1 - The Employer agrees to deduct Union dues and initiation fees from the wages of each employee on a weekly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month, summarized monthly.

Section 2 - Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Secretary-Treasurer.

Section 3 - The Employer will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee member.

Section 4 - Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by the Employer in the first week of the month following receipt by the Employer of at least thirty (30) days' written notice of the change from the Union.

Section 5 - The Union agrees to file an initiation fee and dues deduction assignment form with the Employer, prior to such deductions.

## **ARTICLE XIX - BEREAVEMENT**

Section 1 - All employees shall receive paid funeral leave not to exceed ten (10) days for all work days lost from the day of death to the day of burial of a spouse or child.

Section 2 - All employees shall receive paid funeral leave not to exceed three (3) days for all work days lost from the day of death to the day of burial for a death of grandparent, grandchild, sister, brother, parents, spouses' parents, nephew, niece, brother-in-law and sister-in-law.

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

This Agreement shall begin on January 16, 2017, and continue in full force and effect until January 15, 2020, 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.

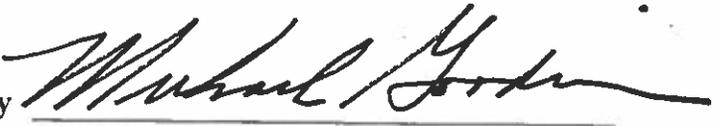
In the event either party desires to modify but not cancel this Agreement, it shall submit notice by certified letter sixty (60) days prior to the effective date of expiration in any year and the other party hereto shall, within ten (10) days after the receipt of such notice, request a conference in respect thereto. No modification shall take place unless agreed upon.

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

U.F.C.W. LOCAL 342

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

By   
TENISHA WILLIAMSON  
ASSISTANT TO THE PRESIDENT/  
RECORDING SECRETARY

By   
MICHAEL GOODWIN  
BUSINESS MANAGER

By   
COURTNEY DEAN  
HUMAN RESOURCES DIRECTOR

By   
ALBA RAMOS  
SHOP STEWARD

By   
MARVIN GHELBERG  
SHOP STEWARD

By   
STACEY DESOUZA  
COMMITTEE

By   
LISSETTE NUNEZ-GUZMAN  
COMMITTEE

08/17/2017