



Cornell University  
ILR School

### BLS Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the BLS Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/blscontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

**Contract Database Metadata Elements** (for a glossary of the elements see -  
<http://digitalcommons.ilr.cornell.edu/blscontracts/2/>)

Title: **Greater NY Movers & Warehousemen's Bargaining Group and International Brotherhood of Teamsters (IBT) Local 814 (2002)**

K#: **5217**

Employer Name: **Greater NY Movers & Warehousemen's Bargaining Group**

Location: **NY**

Union: **International Brotherhood of Teamsters (IBT)**

Local: **814**

SIC: **4214**

NAICS: **484210**

Sector: **P**

Number of Workers: **1500**

Effective Date: **06/22/02**

Expiration Date: **04/30/05**

Number of Pages: **69**

Other Years Available: **Y**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School, <http://www.ilr.cornell.edu/>

12#5219

1500 ~~cc~~

# Collective Labor Agreement

between



**LOCAL 814, AFFILIATED WITH  
INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS**

and

**Greater New York Movers and  
Warehousemen's Bargaining Group**

2002 - 2005

69 pp.  
(including  
wage scale)

Effective 6/22/02 - 4/30/05

1/5/04

**Collective Bargaining Agreement  
of the  
Moving and Storage Industry of New York**

AGREEMENT made of this 21st day of June, 2002, by and between Local 814, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter referred to as the "Union" and the GREATER NEW YORK MOVERS AND WAREHOUSEMEN'S BARGAINING GROUP, hereinafter referred to as the "Bargaining Group" and the undersigned Employers not members of the Bargaining Group.

**WITNESSETH:**

WHEREAS, the Collective Bargaining Agreement between the Union and the members of the Bargaining Group dated May 11, 1999 has expired by its terms on May 10, 2002, and

WHEREAS, the parties have met and agreed upon the terms and conditions of a new Agreement to be effective June 22, 2002 until April 30, 2005.

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

**DEFINITIONS**

A. "Employer" means any person, firm, corporation, trustee, receiver or organization in the industry who is a party to this Agreement.

**B. "Industry" means those Employers performing the following services:**

- (1) Moving and Storage work;**
- (2) Commercial Work;**
- (3) New Distribution Work.**

**C. "Packing and Crating Work" means all services involved in handling, hauling, loading, unloading, crating packing or unpacking goods or equipment for shipment.**

**D. "Commercial Work" means: all services involved in the packing, handling, loading, unloading and movement of all or part of the contents (including but not limited to furniture, fixtures, equipment, machines, stock) of an office, loft, store, museum, hospital, institution, church or other commercial or public building, where the customer is either:**

- (1) Changing its address;**
- (2) Shifting within a building;**
- (3) Shifting between premises;**
- (4) Placing property of the nature described in D herein, into or removing such property from an Employer's warehouse where the customer is a tenant in the warehouse and is not "warehousing" its property, except that this shall not include the incidental and normal use by the tenant of its rented space and incidental pickup or incidental delivery related to such incidental and normal use.**
- (5) Storage services when performed as part of a commercial moving job being done at the same time.**
- (6) Commercial Work shall also include office, business and hospital machines that are:**
  - (a) Rigged in an elevator shaft.**

- (b) Rigged up or down one or more flights of stairs above or below the ground floor.
- (c) Moved by use of powered cat-crawler up or down one or more flights of stairs above or below the ground floor.
- (d) On any day an employee performs any work covered by (a), (b), or (c) above, he shall receive rigger's differential of \$2.00 per hour above his classification (\$3.00 per hour on overtime) for all hours worked that day.
- (e) Manually carried up or down one or more flights of stairs above or below the ground floor and weighing 500 lbs. or more.
- (f) Upended and weigh in excess of 1,000 lbs.

Where six (6) or more machines are to be carried up or down one or more flights of stairs in a single day, adequate help shall be supplied.

In cases where there are unusual conditions the chauffeur shall call.

E. "Bargaining Group" means the Greater New York Movers and Warehousemen's Bargaining Group.

F. "Non-Bargaining Group" means Employers party to this Agreement who are not members of the Bargaining Group.

G. "Union" means Local 814 affiliated with International Brotherhood of Teamsters.

H. "Covered Employees". This Agreement covers Chauffeurs, Warehousemen, Packers, Hi-Lo Operators, Checkers and Helpers.

I. (1) "Metropolitan District" means a radius of 50 road miles from Kew Gardens, Queens in every direction but limited by the Connecticut state line on the north and the Hackensack River in New Jersey to the west.

(2) For Local 814 employers located within Westchester County, the work performed in the areas outlined in the Appendix labeled "Westchester Metropolitan District" shall be covered by the terms of this Agreement.

J. "Long Distance Moving" means all work beyond 100 miles by road mileage one way computed on the basis of Mileage Guides lawfully on file with the Department of Transportation of the State of New York and the Interstate Commerce Commission.

K. "Calendar Week" means the week from Sunday through Saturday, inclusive.

L. "Work Week" means the five (5) days from Monday through Friday, inclusive from 8:00 a.m. to 5:00 p.m., except as herein specifically provided. However, for the purpose of increasing employment for household work, the Employer and the Union may negotiate the inclusion of Saturdays in the work week, on a barn by barn basis, by actual agreement only, which is not subject to arbitration.

## 1. WAGES

A. Employees covered by this Agreement shall receive such wages during the period June 22, 2002 through April 30, 2003 as set forth in Appendix 1, during the period May 1, 2003 through April 30, 2004 as set forth in Appendix 2, and during the period May 1, 2004 through April 30, 2005 as set forth in Appendix 3. All such appendices are attached hereto and made a part hereof.

Effective on the dates below the following wage increases shall be implemented for Seniority List Employees and Industry Employees as follows:

June 22, 2002 — .75/hr.

May 1, 2003 — .50/hr.

May 1, 2004 — .50/hr.

**CHAUFFEUR'S RATE OF PAY:** Effective as of June 22, 2002 the hourly pay differential between the helper and chauffeur job classifications shall be increased from .63/ hour to \$1.00/hour.

B. **Method of Payment.** All Employers shall pay wages in accordance with the appendices attached marked "wages" and numbered 1,2, and 3.

C. A laid off non-seniority list employee shall be paid wages on the Employer's next regular payday.

D. When a holiday falls on a payday, an Employee is to be paid on the day preceding the holiday. Regardless of the regular payday, an Employee shall be paid for a holiday falling on a Monday the day after he qualifies for the holiday.

E. The Employer will allow sufficient time for an employee to cash his pay check, as provided by New York State law.

F. **Casual Employees** shall include only those workers who have been paid less than 800 hours during the calendar year. Casual Employees shall be paid an hourly wage rate of \$12 for straight time and \$18 for overtime. Casual Employees shall not be entitled to any benefits provided by this Agreement, except as specifically stated herein and no benefit contributions shall be made on their behalf. A Casual Employee who is employed as a driver shall receive \$13 per hour straight time and \$19.50 per hour overtime.

Industry Employees shall include those workers who have been paid for 800 or more hours during the calendar year, but who are not on a Seniority List. After compliance with the contract provisions relating to employing Seniority List Employees, an Employer shall be permitted to employ the number of Casual Employees equal to the number of Industry Employees employed on a work day.

For future years, the determination of Industry Employee or Casual Employee status shall be made on a calendar year basis, with the applicable wage and benefit levels to be effective on May 1st of the following calendar year. Health and welfare benefits shall also be subject to the policies previously established by the Teamsters Local 814 Welfare Fund. The Union shall have the right to audit payroll records to determine compliance with the provisions of this Agreement relating to Casual Employees and Industry Employees. A Standing Committee shall meet to resolve any disputes relating to the claimed misclassification of an Employee. Each Employer shall provide the Union with a list of all workers employed and the number of hours worked and rate of pay, on a monthly and annual basis.

This foregoing provision shall not affect an Employee who achieved Industry Employee status based upon his having worked at least 600 hours during the 2001 calendar year.

In addition, the following provisions, which shall survive the expiration date of the Agreement, shall govern the other terms and conditions of employment of Casual Employees, for calendar years 2002, 2003, 2004, 2005 and 2006 or for the first five (5) consecutive calendar years of the Casual Employee's employment, as the case may be.



- (1) A Casual Employee (hereinafter referred to as Casual Employee "X") who works at least 800 hours in calendar year 2002 or calendar year 1 of his employment, as the case may be, shall be eligible for coverage by the Local 814 Welfare Fund during calendar year 2003 or calendar year 2 of his employment, as the case may be;
- (2) If Casual Employee "X" works at least 800 hours in calendar year 2003 or consecutive calendar year 2 of his employment, as the case may be, Casual Employee "X" shall be eligible for coverage by the Local 814 Pension Fund during calendar year 2004 or consecutive calendar year 3 of his employment, as the case may be;
- (3) If Casual Employee "X" works at least 800 hours in calendar year 2004 or consecutive calendar year 3 of his employment, as the case may be, Casual Employee "X" shall be eligible for coverage by the Local 814 Annuity Fund during calendar year 2005 or consecutive calendar year 4 of his employment, as the case may be; and
- (4) If Casual Employee "X" works at least 800 hours in calendar year 2005 or consecutive calendar year 4 of his employment, as the case may be, Casual Employee "X" shall be deemed to be an Industry Employee during calendar 2006 or consecutive calendar year 5 of his employment, as the case may be and shall be entitled to all benefits which are enjoyed by Industry Employees.

A laid off non-seniority list employee shall be paid accrued wages on the Employer's next regular payday.

G. All moving and storage work shall be performed under the terms of this Agreement, including all loading and unloading of trucks.

H. Employers will be allowed to use automatic deposit of payroll checks even if it means changing the payroll date, provided that a majority of employees of the Seniority List approve it. An employee who does not have a bank account will receive a pay check on the Employer's regular pay day.

I. Casual employees will not receive pro rata vacation and holiday pay.

J. Any and all references in this Agreement to pay for travel time for casual employees are hereby declared null and void by the parties and shall be given no effect.

## 2. HOURS OF WORK

A. The workday shall be any eight (8) consecutive hours between 7:00 a.m. and 6:00 p.m. The foregoing designation of the workday shall not apply to an employee employed in the packer job classification unless the employee performs a moving job taking place that same day. There shall be no shifting of crews to avoid overtime pay. Any man on moving and storage work ending at 4:00 p.m. and entitled to be assigned to overtime commercial work shall be paid at time and one-half from 4:00 p.m. to 5:00 p.m., which shall constitute the end of his regular workday. Anyone who is a Seniority List Employee, and anyone who is an Industry Employee, shall be guaranteed payment of Industry Employee wages, benefits and conditions for the duration of this Agreement whenever he is employed, even if the employee loses his Seniority List Employee status.

B. Each employee directed to perform work during the

day time shall be paid a minimum of eight (8) hours pay at the applicable rate.

C. Unless ordered to take a shorter period for lunch, all employees shall receive one (1) hour for lunchtime as near noon as conditions permit. Employees ordered to work during lunch period shall be paid at overtime rates.

D. Straight time shall be paid for all moving and storage work performed for any consecutive eight (8) hours between 7:00 a.m. and 6:00 p.m. from Monday through Friday. Overtime rates as provided in this Agreement shall be paid for all work performed during the lunch period and for all other hours of employment. For the purpose of computing payment of wages earned only, Friday, 5:00 p.m. shall be considered the end of the week. The Employer shall be permitted to start an Employee earlier than 5:00 p.m. but no earlier than 3:00 p.m., and said Employee shall be paid at one and one-half (1 1/2) times his regular hourly rate. Seniority List Employees who have made themselves available for overtime work shall not be bypassed for an Industry Employee or Casual Employee on that evening's work opportunity.

### **3. HOLIDAYS**

A. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day are hereby designated as Primary Holidays, irrespective of the day on which the holiday falls. Martin Luther King Day, Washington's Birthday, the Friday after Thanksgiving, Veteran's Day and Good Friday are hereby designated as Secondary Holidays, irrespective of the day the holiday falls. Seniority List Employees who have maintained said status for five (5) consecutive years or longer with the same

Employer shall receive holiday pay after the fifth (5th) year of employment for the six (6) Primary Holidays without qualification.

Employees, except for Casual Employees, who have worked three (3) days during the calendar week in which a Secondary Holiday occurs shall receive holiday pay for such holiday. To qualify for paid Secondary Holidays, employees must be available for all straight time work opportunities during the week of the holiday. If a Seniority List Employee is absent due to illness during a week in which a Secondary Holiday falls, he will be given a one-time exception in that calendar year to permit him to qualify for Secondary Holiday pay. A seniority man who worked two (2) days for another Employer and has an opportunity to earn a holiday pay shall be allowed to complete his employment with that Employer. In the event an Employee is unable to report when ordered due to illness, the Employer may require a doctor's certificate to be obtained at the Employer's expense, not to exceed \$30.00. No Seniority List Employee is to receive more than one (1) day's holiday pay for each holiday.

B. Any employee on the Employer's Seniority List for less than one (1) year who was absent by reason of illness or injury during a six (6) week period in which a holiday occurs shall, nevertheless, receive pay for said holiday. Any employee on the Employer's Seniority List more than one (1) year who is absent by reason of illness or injury during a twelve (12) week period in which a holiday occurs shall, nevertheless, receive pay for said holiday.

C. Employees entitled to holiday pay who are ordered by the Employer to report for work on any holiday listed herein shall receive, in addition to the holiday pay, his regular wages for that day and overtime wages (e.g., commercial overtime at time and one-half).

D. An employee ordered to report to work on a holiday shall receive no less than the equivalent of eight (8) hours of straight time pay.

E. It shall be considered contrary to the intent of this Agreement to discharge or lay-off an employee just prior or subsequent to a paid holiday solely for the purpose of avoiding payment for the holiday.

F. An employee who is ordered to report for commercial work on a holiday which falls on a Monday through Friday shall receive one and one-half (1 1/2) times his regular hourly wage rate for all hours worked on said holiday.

G. In case of the loss of a major account, an employee, in order to qualify for the guaranteed holidays falling between January 1 and June 30, must have worked thirty (30) days in the prior period of July 1 through December 31; to qualify for the guaranteed holidays falling between July 1 and December 31, an employee must have worked thirty (30) days in the prior period of January 1 through June 30.

#### 4. VACATIONS

A. Employees, except for Casual Employees, employed by one (1) or more Employers shall receive vacation time with pay determined in accordance with the following schedule:

<u>Days Worked</u>	<u>Vacation Earned (Per Day Worked)</u>
30 to 124 Days	.0333
125 to 144 Days	.0400
145 to 154 Days	.0483
155 to 174 Days	.0516
175 Days	.0571 (Maximum 10 Days)

B. An Employee who had received five (5) paid vacation days in the previous year from the same Employer shall, in the succeeding year, receive ten (10) paid vacation days after 100 days of employment. Employees employed by the same Employer for eight (8) consecutive years who are employed for at least 100 days in such eighth (8th) year, and who have been employed for 100 days or more in three (3) of the seven (7) previous years, shall receive fifteen (15) paid days vacation in such eighth year and thereafter. Employees employed by the same Employer for fifteen (15) consecutive years who are employed for 100 days in such fifteenth year, and who have been employed 100 or more days in eight (8) of the fourteen (14) previous years shall receive twenty (20) days paid vacation the fifteenth (15th) year of employment and thereafter. In the event, however, that in any of such eight (8) or fifteen (15) years of employment the employee has not been employed 100 days in the previous three (3) out of seven (7) and eight (8) out of fourteen (14) years, respectively, then he shall work the requisite additional years of not less than 100 days work to entitle him to three or four weeks vacation with pay, as the case may be. A Seniority List Employee is entitled to his third (3rd) week of vacation after working 75 days provide he has qualified to earn three (3) weeks of vacation. Employees already receiving such vacations who have not met the required requirement will not lose their higher vacation days.

C. A Seniority List Employee who has not been employed 100 days by the same Employer to entitle him to his second (2nd) or third (3rd) or fourth (4th) week of vacation and who has been employed by more than one (1) Employer in any calendar year, may elect to take the pro rata vacation benefit as provided for in Paragraph A above.

D. The Union Welfare Office shall keep records of employment, and shall bill each Employer who becomes liable under this Article, for such Employer's respective share of the paid vacation. Such billing shall be effective when the Union's Welfare Office certifies an Employee's claim for vacation benefits subject to Paragraph E below.

E. It is the intent that no employee shall receive more than one (1) paid vacation in any calendar year. In cases where an Employer has a more favorable vacation policy, said policy shall continue.

F. An Employee discharged or placed on lay-off by the Employer shall receive all accrued but unused vacation pay, regardless of the time of year the discharge or lay-off occurs.

G. The Trustees of the Welfare and Pension Funds shall have the authority to provide a more appropriate method of administering pro rata vacations including a provision that an employee whose vacation is computed on a pro rata basis shall receive only one such vacation per year to be based upon his total employment in the previous year. All pro rata vacations must be applied for no later than March 31 of the following year.

H. Time lost during the course of a calendar year by an employee on a Seniority List of an Employer as a result of an accident or injury suffered during the course of his employment, or illness, paid holidays, jury duty, bereavement days and paid vacation days shall be considered as time worked under the provisions of this Article. However, credit for such time lost shall be limited to a period of one (1) year from the date of such absence, it being the intent of the parties that such absence shall result in the payment of the employee's earned vacation.

I. The vacation period for Seniority List Employees shall be May 1st through November 30th where practicable. Employees may elect to take vacation by seniority. Employees, however, may elect to take vacation later than the aforementioned vacation period. It is the intent of the parties that fixing a vacation period shall not unreasonably interfere with the Employer's business operation, but this shall not permit an Employer to arbitrarily block out holiday weeks from the vacation period.

J. All vacation periods shall start on a Monday and end on a Sunday and all vacation schedules are to be posted.

K. The hourly wage rate for purposes of vacation pay shall be the regular hourly wage rate of the job classification in which the Employee worked a majority of the time.

L. No employee may work for his employer during his vacation period.

## **5. WAREHOUSEMEN**

A warehouseman shall perform all duties within the confines of the Employer's place of business, which shall include the yard or lot upon which the warehouse premises is located and the sidewalk adjacent thereto, including moving trucks between the warehouse and the lot or yard for non revenue purposes. Warehousemen shall be entitled to use other personnel covered by this Agreement to perform work within their respective job classifications.

An Employer not large enough to employ a warehouseman on a steady basis shall be allowed to use men in other classifications to perform warehouseman's work. This shall not include Employers who have established a warehouseman's list and have placed one (1) or more employees on such list.



Nothing contained herein shall preclude assigning a warehouseman to work beyond the warehouse premises. It is the intent of the parties that a warehouseman shall not be used to deprive any employee in any other job classification covered by this Agreement of regular work in the normal course of business. All computer bar coding shall be performed by qualified warehousemen (or by the checker for those Employers currently employing checkers). If no qualified warehousemen are available, then such work shall be offered to the senior qualified employee, based on commercial seniority, who is on layoff. All employees shall be afforded the opportunity to be trained in bar coding.

## **6. COURT APPEARANCE AND FINES**

A. An employee required to appear in Court on a traffic violation (other than speeding, passing traffic signals or similar offenses) incurred in the course of his employment, shall be paid for time spent in Court and should any fine be imposed, such fines shall be paid by the Employer.

B. Overloads. Employees shall not be held responsible for overloaded or overlength vehicles. Whenever a driver is penalized because of such overload, the Employer shall bear all costs in connection with such overload penalty and shall pay all damages assessed against the Employee, including accrued overtime, for delay and/or any lost earning opportunity that the Employee might suffer. In the event the Employee shall suffer a revocation of his chauffeur's license based on violating any of the aforementioned laws while in the course of employment, the Employer shall provide suitable and continued employment for such an Employee, at not less than his regular earnings at the time license revocation for the entire period of such revocation

and the Employee shall be reinstated to his former job classification without loss of seniority.

C. A Seniority List Employee who is required to appear for a medical examination based on a compensable workers' compensation claim shall be allowed time off from the work day, not to exceed four (4) hours.

## **7. CONDITIONS — METROPOLITAN DISTRICT**

A. All employees ordered to report to work on Saturdays, Sundays or holidays shall receive no less than the equivalent of eight (8) hours of straight time pay.

B. On work continued from Friday and finished on Saturday, men shall receive the applicable overtime rate for actual time worked on Saturday.

C. On work continued from Saturday and finished Sunday, Employees shall receive the applicable overtime rate for actual time worked on Sunday.

D. If an Employee is compelled to remain away from home overnight on account of their employment, then the Employer shall pay lodging at the rate of \$28.00 per man for a chauffeur and \$23.00 per additional Employee, unless the equipment used is a sleeper equipped van, in which case the Employer shall pay lodging at the rate of \$23.00 for each additional Employee. Employees shall be entitled to bed money on out-of-town work after the expiration of sixteen (16) hours from the time the Employee reports for work. Meals are to be paid for on work outside of the Metropolitan District at the rate of \$4.00 for breakfast, \$5.50 for lunch and \$9.00 for supper. These allowances shall apply to work outside the Metropolitan District within the 100 mile radius and shall be paid based upon credit hours.

## **8. GENERAL CONDITIONS**

A. The Employer shall not involve itself in another employer's industrial dispute in any form by requesting members of the Union to assist in strike breaking, nor shall the Union involve itself in another Union's dispute by engaging in sympathy strikes.

B. Employees receiving a higher wage or better terms and conditions than those set forth in this Agreement shall retain such differentials above the wages, terms and conditions of this Agreement unless the Employee refuses, or is unable, to perform the duties upon which such higher wage or better terms and conditions have been based.

C. It shall not be a violation of this Agreement for the Union to strike an Employer not complying with the Social Security Act, the Unemployment Insurance Law, the Disability Benefits Law or the requirements of this Agreement with respect to the contributions to the Welfare, Pension and Annuity Funds.

D. The Employee in charge of the job must call in by 3:30 p.m. for crew assignment.

E. (1) It shall be the laid off Employee's responsibility to call the Employer to determine if any work is available the next day or any other day. An Employee absent on that day for reasons other than layoff (such as leave of absence, compensable injury, illness) must notify the Employer of his intention to return to work by 2:00 p.m. on the day before he intends to do so.

(2) It shall be the duty of each Employee to notify his Employer at least two (2) hours before the start of the Employee's assigned work day if he is unable to report for work. In the event the Employee fails

to notify the Employer, he shall be disqualified to work the next eligible work opportunity. Chronic violators will be subject to discipline pursuant to paragraph R of this Article.

In the event an Employee does not report for work as ordered on a regular week day, the Employer shall assign the most senior man who can report to the job site within one (1) hour of notification.

In the event an employee does not report for work as ordered on a Saturday, Sunday or holiday, the Employer shall assign the most senior man available at the barn or job site or, if none, the nearest available Employee.

- (3) An Employee who is unable to complete the workday by reason of illness shall be deemed unavailable for the next day's work, unless he otherwise informs the Employer by 2:30 p.m.

F. All Employers shall supply complete uniforms, consisting of at least a shirt and pants, to all Seniority List Employees, who shall be required to wear the same. Employers who have supplied and maintained uniforms prior to April 1, 1983 shall be required to continue to supply and maintain the uniforms. In all other cases, it shall be the obligation of the Employee to maintain the uniform supplied by the Employer.

The parties agree that Employees not wearing proper uniforms required and/or approved by the Employer may, at the discretion of the Employer, be sent home and suspended for the next work opportunity. Continued failure to wear the proper Employer uniform will result in the termination of the Employee's employment.

G. The chauffeur is in charge of his van and crew unless the Employer orders otherwise.

H. When regularly engaged in moving furniture, only employees shall ride on vehicle. The foregoing does not apply to the Employer's supervisors, but the supervisor shall not take the helper's place or handle furniture.

I. No Employer shall sublet labor from another Employer except the chauffeurs on a hired van.

J. Employers, when hiring extra vans for work or giving out any work covered by this Agreement, shall deal only with other Employer's in the industry-wide collective bargaining unit covered by this Agreement when such Employers have vans available. However, this shall not apply to the hiring of trucks without chauffeurs from truck rental companies.

K. It shall be considered a violation of this Agreement to loan material or equipment to any Employer not a party to this Agreement within the jurisdiction of Local 814.

L. (1) Safe and adequate transportation shall be furnished all employees to and from jobs.

(2) No chauffeur shall be required to operate a vehicle not in safe condition.

M. Whenever an Employer hires an Employee not on its Seniority List, the Employer shall immediately notify the Union of the employee's name, address, social security number and ledger number, if any. Except for employees continuously employed by the Employer, the Employer shall notify the Union each time the Employee is rehired. Each employee name which does not get submitted to the Union shall subject the Employer to payment of one bypass to the Local 814 Welfare Fund.

N. Only a Union Delegate or Shop Steward may make a check of Union Books.

O. (1) Whenever an employee agrees to use his own car for the purpose of transporting himself and/or others to a job, the Employer shall pay \$0.25 per mile plus tolls, with a minimum payment of \$7.50 or other such compensation mutually agreed upon between the employee and the Employer. The Employer will provide standard New York leased-and-hired-car liability insurance covering the use of these vehicles.

(2) Where damage to an employee's automobile used as provided herein results in a settlement covered by deductible insurance, the Employer agrees to reimburse the Employee for a reasonable amount of the deductible.

P. The Employer shall provide at all warehouses and terminals adequate lockers, toilets, wash basins, soap and accessories, towels, hot and cold running water and any other items required by law.

Q. All trucks and warehouses shall have safety equipment required by law including fire extinguishers, pails, gates, elevators, first aid equipment, etc. The Employer shall comply in all respects with OSHA. A safety committee of employees and Management shall be established and shall meet periodically and, if necessary, cooperate with OSHA personnel.

R. No Employee covered by this Agreement shall be disciplined, except for just cause. Immediate termination of the employee's employment shall result from serious acts of misconduct, including: (i) theft of money, goods, or merchandise during working hours; (ii) consumption of alcoholic beverages or drunkenness during work hours

(including, without limitation, lunch, dinner, or other breaks); (iii) use, or being under the influence, of illegal drugs during work hours (including, without limitation, lunch, dinner, or other breaks); (iv) calling an unauthorized strike, including a wildcat strike, or work stoppage; (v) failing to report a work accident; (vi) engaging in reckless conduct resulting in a serious accident while on duty, (vii) smoking in the warehouse, or on a client's premises except in duly authorized areas; and (viii) unauthorized use of company vehicles. No disciplinary notice may be introduced in any arbitration hearing which has not been issued within two (2) years from the date of the incident.

S. All Seniority List Employees who are summoned for jury duty shall receive jury duty pay, consisting of the difference between their daily pay and the daily pay they receive for jury duty for time lost because of jury duty, provided they make one (1) attempt per call to obtain an adjournment. No employee shall receive more than ten (10) days jury pay during the three (3) year period covered by this Agreement.

T. Employers shall not assign other than employees covered by this Agreement to the operation of the Employer's vans and equipment in the performance of services covered by this contract.

U. Deliveries and pickups of record storage of thirty (30) boxes or more shall be accomplished using bargaining unit personnel unless the Employer demonstrates to the satisfaction of the Union that such would not be economically feasible. Vans manned with only a bargaining unit chauffeur may be used for this work.

## 9. CONDITIONS — COMMERCIAL

A. When a ramp is used from the walk to a truck, or where lift gates are used, adequate help shall be provided.

B. It shall not be a violation of the Agreement for the Union to strike an Employer until the Employer complies with the terms set forth in paragraph A of this section.

C. (1) A Supervisor placed in charge of a commercial moving job is the Employer's representative. A working foreman shall direct the flow of the job under the direction of the supervisor. Where practicable the supervisor will relay instructions through the foreman. A Supervisor may give instructions to the Employees if the foreman is not readily available. This privilege shall not be abused.

(2) On a commercial job where eight (8) or more Employees covered by this Agreement are assigned, a working foreman shall be assigned to each end of the job. When the job is completely loaded at one end and moved at the same time, the foreman from the origin point may go with the job. On a shift within a building requiring eight (8) or more Employees covered by this Agreement a minimum of one (1) foreman shall be assigned.

(3) Any working foreman, which includes any employee not already holding a working foreman's position and who is placed in charge of a job to perform services over and beyond the normal work of his classification, or is placed in charge of tagging or laying out a job on specific order from the Employer or his authorized representative, shall receive \$2.00 per hour over and above his regular hourly wage rate and \$3.00 per hour on commercial overtime.



- (4) In its sole discretion, the Employer may assign a white-collar employee to start tagging when there is no other available Seniority List Employee qualified to perform tagging and, thereafter, the Employer may assign any other Seniority List Employee deemed qualified by the Employer to finish tagging. The Employer agrees that in cases where the Employer, in its sole discretion, determines that more than one employee is qualified to finish the tagging assignment, seniority shall govern.
- (5) The Employer may establish a Tagger-Foreman Seniority List, comprised of men who are currently doing tagging work, to be used when assigning tagger-foreman to do tagging and layout work. If the Employer chooses to establish this list, it shall enlist the assistance of the Shop Steward in resolving any problems which arise from its establishment or use. Any problems which cannot be resolved by the Employer and Shop Steward are to be submitted to arbitration for resolution.
- (6) At the conclusion of a commercial job, the originally assigned lead tagger-foreman shall continue to be the lead tagger-foreman. A second tagger-foreman may be assigned without regard to seniority if unusual circumstances require it, with the approval of the Business Agent, or, if the Business Agent is unavailable, the Shop Steward.

D. Compensation for employees on commercial work shall be computed only for actual hours worked on the job. Driving vans or delivering materials and equipment to or from the job shall be considered as time worked on the job.

E. If work ends prior to 8:00 p.m., then no meal period is required. If, however, work ends later than 8:00 p.m., then not less than a one-half (1/2) hour meal period shall be provided between the hours of 5:00 p.m. and 8:00 p.m. No work time beyond 5:00 p.m. lasting more than six (6) hours shall be permitted to elapse without providing for a one-half (1/2) hour meal period. When unpaid time between 5:00 p.m. and 8:00 p.m. is in excess of one (1) hour, an employee may elect not to perform such work provided other men are available.

F. On any commercial overtime job commencing three (3) hours or more after the end of the regular day's work, a minimum of one (1) day's pay at straight time shall be paid.

G. Commercial moving between points within Nassau, Suffolk and Westchester Counties, and between Nassau, Suffolk and Westchester Counties, between New York City and Nassau, Suffolk and Westchester Counties, and between Nassau, Suffolk and Westchester Counties, shall be at Metropolitan District area rates for time consumed on actual moves and no travel time will be paid portal to portal, except to a chauffeur. Travel time will be paid for normal pick-ups and deliveries. Disputes shall be referred to arbitration. Commercial work within the Metropolitan District by Employers located outside said area shall be at Metropolitan District rates, straight time for traveling to and from the job. On commercial work within Suffolk County under this paragraph meal and bed money shall be furnished when applicable. Travel time of one half (1/2) hour shall be paid each way to and from all commercial work within New York City, both straight time and overtime.

H. While it is recognized that in certain situations there is a basis for a different starting time for the sending and receiving ends of a commercial job, this shall not be abused.

I. The chauffeur of vans waiting to be loaded or unloaded shall assist wherever required by the Employer, at the instruction of the foreman.

J. All commercial moving shall be paid at straight time wages during straight time hours, and at time and one half for all overtime hours.

(1) Whenever possible, the Employer shall provide written notice to the Union of all commercial moving jobs and new distribution work with a crew of ten (10) or more bargaining unit employees. Said notice shall set forth the actual date and time of removal, address at origin and destination and the number of vans and men to be used. Notice of any change in date, time or conditions of removal shall be given promptly to the Union.

(2) In addition to any other remedies provided in this Agreement, any Employer who fails to register a job pursuant to this Agreement shall be required to contribute a sum equal to ten (10) bypasses to the Local 814 Welfare Fund for each failure to register.

K. Employers with commercial work booked shall post as early as possible but no later than eight in the morning of the day the job is to be done, except weekend work which shall be posted before eight in the morning Friday, the number of men required to fill out the crews for commercial work. Any man working that day shall notify the dispatch department of his desire to be excused from the job before noon of that day. The employer will then attempt to fill the crew requirements from the men employed that day who have not expressed a desire to be excused, in commercial seniority order, If there remains a shortage of personnel, the employer may start with the most junior man who asked

to be excused from the assignment and assign employees in reverse seniority order on a compulsory basis. Reason should be used for legitimate excuses for refusal. If an employee who is assigned work in reverse seniority order on a Monday through Friday refuses the work by reason of illness, he shall call the employer before 2:00 p.m. of the next regular work day to notify his employer of his intention to return to work. An employee shall be subject to this requirement after once having refused an overtime assignment due to illness. A seniority list employee is required to work a total of two (2) overtime opportunities in a week, if available, one of which must be Friday or Saturday, if Friday or Saturday work is available, and the Employer so requests, at the employee's option, but neither day if two (2) overtimes have been worked during the week prior to Friday. An Employee who has not already worked on two (2) evening overtime assignments, that Monday through Friday work week, refusing an overtime assignment, shall be bypassed on the next straight time work opportunity following the overtime work assignment refused. No employee shall be required to work overtime both Friday and Saturday. In no event shall this be construed to compel a man to work overtime on Saturday. For purposes of this subsection, "overtime work assignment" does not include continuation of day-time work up until 7:30 p.m. For all overtime work on Monday through Thursday, seniority list employees must advise their Employer of availability for overtime work by 9:00 a.m. on the day of the overtime work. For all straight time work on Monday through Friday, list seniority employees must advise their Employer of availability for day time work by 9:00 a.m. on the day preceding the day time work. For all overtime work occurring on Friday, Saturday, or Sunday, list seniority employees must advise their Employer of availability for overtime work by 5:00 p.m. on Thursday.

## 10. UNION SECURITY

A. All present employees who are members of the Union on the effective date of this Article or on the date of execution of this Agreement, whichever is the later, shall remain members of the local Union in good standing as a condition of employment. All present employees who are not members of the local Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment, on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement or on and after the 31st day following the execution of this Agreement, whichever is the later.

B. The Employer shall notify the Union in writing of the name and address of every new employee on the thirty-first (31st) day of employment. This is in addition to notification required on the date of initial hire.

C. The failure of any person to become a member of the Union at the required time shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to forthwith discharge such person. Further, the failure of any person to maintain his Union membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate Employer to discharge such person.

D. In the event of any change in the law during the term of this Agreement the Employer agrees that the Union will be entitled to receive the maximum Union security which may be lawfully permissible.

## **11. PROTECTION OF RIGHTS**

A. It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action nor shall an Employee be permanently replaced in the event the Employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of the Union party to this Agreement, and including primary picket lines at the Employer's place of business.

B. This provision is not intended to cover the situation involving a tenant of a warehouse or of a location to which a delivery is to be made if not the customer of the Employer.

## **12. MAINTENANCE OF JURISDICTION**

A. (1) It is understood and agreed that the Employer shall in no way, either directly or indirectly, participate or take any action with any third party that would cause the transfer or assignment of any portion of the work covered by this Agreement. Should any case arise where the Union has reason to believe that this has occurred or should an occasion arise where employees are requested at any point of delivery to transfer their work assignment to any other person, firm, corporation, or individual, then, in that event, the Union may direct, or the employees may elect, to return to the Employer's home terminal with the merchandise intended for said delivery, it being further understood and agreed that this shall not constitute a violation of this Agreement on the part of the Union or the employees involved.

(2) It is further understood and agreed that the Employer engaged in any moving contract, public or commercial, shall provide the necessary

employee complement to perform all of the covered work involved.

B. (1) No Employer shall book or contract services for any customer unless such contract provides that all work from point of origin to point of destination, installation and set in place, shall be performed by employees covered by this Agreement.

(2) No employee shall be required at any time to turn over any work whatsoever to any person at any time.

(3) If a man is confronted with this situation described above in Subsection B(2) at any time or place, he shall inform the Employer and the Union immediately. The Employer and Union shall attempt to resolve the matter by mutual agreement. The Employee shall remain at the location until the matter is resolved. If no agreement can be reached, then the Employee involved shall return the disputed work to the Employer's terminal until said matter is resolved.

(4) Such action by the Union and the employees shall not constitute a violation of this Agreement.

C. The recognition on the part of the parties hereto to apply for and to utilize Building Trades cards for the purpose of assuring Union work and identification of those employees on any job on which the Trades are working, shall be maintained. However, in the event the Building Trades should refuse in the future to issue such identification cards, then it is clearly understood that the work involved shall continue to be Teamster's jurisdiction and no assignment, or reassignment, of such work can be made to any other party, and shall be returned to the terminal by the Employees. Nothing contained in any agreement to the contrary shall have any effect on this Agreement.

D. To the maximum extent permissible legally, and practically, Local 814 will make every effort to secure the cooperation of other labor organizations to protect the proper jurisdiction of Local 814.

### **13. CHECK-OFF**

The Employer shall each month deduct from the wages of employees covered by this Agreement such sums as may be certified by the Union to be due from such employees for dues, initiation and/or uniform assessments of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made, together with a list of the employees and the amounts deducted from each employee provided the Employer is furnished with authorization for such check-off signed by the Employee. Where an Employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during the week, or is on leave of absence, the employee must make arrangements with the local Union to pay such dues before the end of the month. Dues shall be taken out the first (1st) week of the month owed and remitted to the Union no later than seven (7) business days after the deduction has been made from the employee's pay. Employers failing to remit dues in this manner shall be required to pay simple interest on all sums due at a rate equal to, and not more than, the prime rate of interest in effect at the time of delinquency.

### **14. SHOP STEWARDS**

A. The Employer recognizes the right of the Union to appoint and remove Shop Stewards. The Union shall appoint



a Shop Steward from the Employer's Seniority List. If no qualified Seniority List Employee is available to serve as a Shop Steward, then the Union may appoint a Shop Steward from a source other than the Employer's Seniority List.

**B.** The authority of a Shop Steward shall be limited and shall not exceed the following duties and activities:

- (1) Investigating and presenting grievances in accordance with the provisions of this Agreement;
- (2) Transmitting such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information:
  - (i) have been reduced to writing or
  - (ii) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

**C.** The Shop Steward has no authority to take strike action, or any other action interrupting the Employer's business, except as authorized by official action of the Union.

**D.** The Employer recognizes these limitations upon authority of a Shop Steward 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 Shop Steward has taken unauthorized strike action, slowdown or a work stoppage in violation of Agreement.

**E.** The Shop Steward shall have super-seniority for the purpose of lay-off and recall.

## **15. TIME CLOCKS AND RECORDS**

**A. Time clocks or other systems of timekeeping approved by the Union shall be installed in every office, garage or warehouse and no other system of timekeeping shall be used. All time cards or other systems approved by the Union must be kept for at least three (3) years and shall be open for inspection for such period by representatives of the Union, the Grievance Committee or the trustees of the Welfare, Pension or Annuity Fund together with the following books, records and documents of the Employer:**

**(1) Day books, (2) Bills of Lading, (3) all tax returns affecting employment, (4) petty cash, (5) vouchers, (6) time cards or other systems of time keeping, (7) job tickets or cards and related payroll records, (8) general ledger, (9) cash disbursement journal, (10) cash receipts journal, (11) supporting documentation for any of the foregoing, (12) insurance policies including, without limitation (a) general liability; (b) worker's compensation; and (c) warehouseman's legal liability; and (13) such other documents as the Trustees or the Union shall deem appropriate. It shall not be a violation of this Agreement for members of the Union to strike the Employer until the conditions of this Article are complied with.**

**B. Overtime shall be computed on the basis of fifteen (15) minutes for each quarter-hour or fraction thereof of eight (8) minutes or more.**

**C. No deductions resulting from adjustments of an Employee's time card will be permissible unless agreed upon in writing by employee.**

## **16. SENIORITY**

**Seniority shall prevail as follows:**

**A. An up-to-date Seniority List shall be posted quarterly on the Bulletin Board at each Employer's place of business within thirty (30) days after execution of this Agreement. A copy shall be furnished to the Shop Steward; another copy shall be mailed to the Union's office. The Seniority List shall show each Employee's date of original hire and classification seniority date. The Seniority List shall be kept up-to-date.**

**B. Any claim for correction must be made to the Union in writing within ten (10) days after the posting of the Seniority List. The Union may process such claim through the grievance machinery. Failure to claim correction within such ten (10) day period shall foreclose any later claims for correction.**

**C. An Employee shall be entitled to a position on the Seniority List after completing 150 working days in any one year period. Prior to completing 150 working days, the employee may be laid off without recourse. The Employer may not arbitrarily and repeatedly break an employee's time for the purpose of preventing such employee from qualifying for the Seniority List. After completing 150 working days, an employee shall be classified according to the classification in which he worked during the major part of his qualifying period.**

**D. (1) Overtime commercial work shall be assigned first to employees on the Seniority List without regard to classification, if such employees are available for work. Employees failing to report for the regular work day shall not be considered available for commercial overtime that**

day, except for an Employee who was required to attend a court appearance or workers' compensation hearing. This paragraph shall not be applied to replace an Employee who had been employed on commercial work during straight time hours which continued into overtime.

- (2) All other available work shall be assigned first to employees by classification in seniority order, except that all available commercial work will first be offered to Seniority List Employees by seniority, and then all fine arts and all household work will be offered to Seniority List Employees by seniority.
- (3) However, a job requiring special qualifications may be assigned out of job classification seniority order but shall instead be assigned by seniority among the Employees qualified to perform the job. Abuses of this paragraph shall be brought to the attention of the Shop Steward and the Employer.

E. The position of employees on the Seniority List by classification shall determine the order of lay-off by reason of lack of work and rehire.

F. (1) When the Employee is offered a work opportunity and there is no work available in the Employee's classification that day, and such Employee is offered the opportunity to work in a different classification and he accepts the assignment, he shall receive the wages of the classification to which he is assigned that day, provided that such employee may, without fear of discrimination, refuse the assignment of work out of his classification.

- (2) An employee in his classification seniority order may perform other classifications of work for which he may be qualified to work to complete his day's work or the particular job on which he is working.

provided that this shall not permit the abuse of by-passing employees on the classification seniority list. Abuses shall be brought to the attention of the Shop Steward and the Employer.

- (3) When an employee works out of his classification, he shall receive the rate of pay for the classification in which he is working, or his seniority classification, whichever is higher, except that this shall not apply to an employee who accepts work out of his classification in accordance with paragraph F (1) above.
- (4) A Seniority List Employee on layoff from the Employer shall not be required to report to work upon a recall if the Employer can replace the Employee.

G. When an Employee has been improperly by-passed, he shall receive pay for all time lost at the rate the Employee would have been paid but for the by-pass.

H. Whenever a company is absorbed by, merged with, purchased or acquired in any manner by another company, the employees of both companies shall be integrated into one (1) seniority list by their dates of original employment. This rule shall apply even if there is more than one (1) payroll or both companies retain their corporate structure, or are owned and operated as separate entities. The determining factor shall be common stockholders, directors or officers or common ownership. This shall, likewise, apply to all companies heretofore merged, absorbed, purchased or acquired that now maintain separate seniority lists to accomplish the foregoing purposes. Any attempt to evade this purpose shall leave the Union free to withdraw its members from the employ of the company or companies

practicing such evasion until this section is complied with. The parties recognize, however, that in the case of warehouses widely separated, or having different-type operations, hardships may be suffered or difficulties presented making administration of one (1) seniority list impractical. In such cases the Union shall meet with such companies separately to provide a means of surmounting such difficulties to eliminate hardship.

I. The establishment of a seniority list by classification shall in no way interfere with the right of the Employer to discharge an employee pursuant to Article 8(R).

J. Seniority shall be deemed broken when:

(1) The Employee resigns.

(2) The Employee is discharged for just cause.

(3) The Employee is absent five (5) working days without reporting the cause of absence to the Employer.

(4) The Employee fails to report for work within five (5) working days after the Employer notifies him to report to work or said Employee fails to keep in communication with the Employer to determine if work is available.

(5) The Employee has been on layoff for more than twelve (12) months; however, holiday pay earned by reason of guarantee shall not be considered as a break in layoff.

K. (1) When an Employer proposes to transfer an Employee from one classification on a Seniority List to another, the Employee shall have a period of thirty (30) days within which to exercise an option either to retain his position in his original classification or to accept the position

to which he is to be transferred. At the end of such thirty (30) day period the Employee must elect to accept a position at the bottom of the Seniority List of the new classification in which he is transferred or to retain his original position on the Seniority List in his original classification. In the event, however, a chauffeur loses his license because of violation of any laws in the course of employment, or because of a change in his physical condition, such chauffeur may, at his request, be transferred to another classification on the seniority list provided he is qualified to perform the work of such classification, retaining his position thereon in accordance with his original date of hire. In the event, however, a chauffeur has his driver's license suspended as a result of a D.W.I., not during the course of employment with the Employer, if it is the employee's first such violation, he shall be temporarily transferred to the helper classification but shall retain his seniority in accordance with his original date of hire and such chauffeur shall return to the chauffeur classification fifteen (15) months from the date of his loss of his license without loss of seniority. Upon such chauffeur's second D.W.I. conviction outside of the course of his employment, such employee shall be reclassified to the helper classification permanently, and placed at the bottom of the Seniority List.

- (2) Any Seniority List Employee who has maintained said status for five (5) or more consecutive years, because of a change in his physical condition may be transferred, at his request, to another classification on the Seniority List, provided he is qualified to perform the work of such classification, retaining his position thereon in accordance with his original date of hire.

L. No Employer shall require as condition of continued employment that an Employee purchase a truck, tractor and or tractor and trailer, or other equipment, or that any employee purchase or assume an proprietary interests or any other obligations for the Employer.

M. An employee shall be entitled to a leave of absence without pay and retain his position on the Seniority List as follows:

- (1) Upon election to Union office or upon employment by the Union as a Special Representative or Organizer; such employee, however, shall notify the Employer in writing within thirty (30) days after termination of office or employment with the Union of his availability for work.
- (2) For illness or disability as a result of compensable work-related accident for a period of one (1) year, with a review of the circumstances at the end of such one (1) year period.
- (3) For other valid and urgent reasons approved by the Union and the Employer, the period of which shall be fixed by agreement between the parties in writing.

N. It is recognized by the parties that all available work should be performed by employees covered by this Agreement who look to the Moving & Storage Industry for their prime source of employment. It is likewise recognized, however, that when such employees are unavailable it may become necessary to hire civil service or other employees, whose employment is secondary to their main occupation are employed, they shall not be entitled to the benefits of this Seniority Article, unless they terminate their primary employment and agree to look to the Moving and Storage Industry as their prime source of employment.



## **17. FAIR EMPLOYMENT PRACTICES**

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 or national origin, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of his race, color, religion, sex or national origin.

## **18. DEATH IN FAMILY**

A. A Seniority List Employee who has maintained said status for at least one (1) year shall receive up to three (3) days regular wages for lost time to mourn immediately following the death of a spouse, parent, child, brother, sister, grandparent or mother/father-in-law. Bereavement days shall not apply towards entitlement to holiday pay.

B. An extra man working on the day of a death in his immediate family shall receive pay for the remainder of the day in which death occurred. Lost time shall be limited to eight (8) straight-time hours for time lost.

## **19. WORK PRESERVATION**

The parties hereby agree that in order to preserve maximum job opportunity for employees in the bargaining unit, to protect standards of employment established by this Agreement and, to the maximum extent possible, recapture job opportunities which have been lost:

A. This Agreement shall apply to all work in the Industry which an Employer has contracted to perform, or as to which it has any interest (including but not limited to

and unpacked the day of the move, then all unpacking work shall be covered by this Agreement.

- (8) Asterisked (\*) references to owner-drivers refer to all owner-drivers under contract with an Employer, wherever domiciled, and are without prejudice to the Union's position that they are employees and to the position of certain Employers that they are independent contractors. The requirements that certain labor be furnished by the Employer in connection with shipments handled by owner-drivers under contract to the Employer, shall not be deemed evidence of "control" in connection with any legal proceeding involving the status of owner-drivers.

D. There shall be no subcontracting of any work covered by this Agreement under any circumstances; nor shall the Employer be part of, or permit, any other arrangement whereby any such work may be performed other than by Employees covered by this Agreement.

Notwithstanding the foregoing, it is agreed that existing practices regarding "reciprocal agreement" will not be considered subcontracting.

E. In addition to all of the foregoing, it is acknowledged that a substantial majority of the driving work involved in moves originating in the Local Zone and terminating beyond the Intermediate Area but within a 300 mile radius of the Local Zone, and a significant portion of driving work involved in moves originating within such area and terminating within the Local Zone or the Intermediate Area, is presently and historically performed by employees of the Employer covered by this Agreement. It is the intent and agreement of the parties to preserve and maintain this

work for the bargaining unit, and increase to the maximum extent possible, the amount of such work driven by Employees covered by this Agreement. In the event there is depletion in the amount of such work presently performed by Employees covered by the Agreement, the Union may, upon written notice, reopen this Agreement and negotiate to replace this work preservation article. If the parties fail to reach agreement upon such reopening, the Union shall have the right to submit to arbitration the question of what new contract provisions designed to carry out the intent of this Article shall be incorporated in the Agreement.

F. (1) The Employer shall furnish to the Union, upon request, copies of the order for services, bills of lading or instruction sheet or a copy of any other document which contains the name of the shipper, the origin and destination of shipments, and such further information as is necessary to ascertain whether the provisions of this Article 19 are being adhered to, and whether any depletion pursuant to paragraph E hereof has occurred.

- (2) Said documents shall be available to the Union for inspection and review.
- (3) In addition, the Shop Steward and/or Union Representative shall have access to the information at the Employer's place of business upon reasonable request.
- (4) The information referred to in this paragraph shall be kept confidential, and shall not be used in any manner, or for any purpose, forbidden by law.

G. In the event there is any jurisdictional dispute involving this Article with any other Teamster Local, it shall be submitted by the Union for determination in accordance with machinery established under the International

Brotherhood of Teamsters Constitution, and the result shall be binding on all parties. During the pendency of any such proceeding there shall be no strike or lockout.

## **20. NEW DISTRIBUTION WORK**

A. The regular hourly rates as provided in the appendices attached hereto shall be paid to an employee performing New Distribution Work.

B. The Union agrees to include the name and address and telephone number of all Employers who perform New Distribution Work on lists to be issued periodically by the Union to the building and construction companies and other companies or firms about to construct new buildings or major alterations.

C. Only employees of Employers performing New Distribution Work shall unload trucks, make deliveries, whether out-of-town trucks operated by Union drivers, commodities delivered by their own equipment, or other common or private carriers making deliveries to the site of the job. Such employees shall be furnished Building Trades Cards, it being understood that only such employees shall be qualified to engage in such New Distribution Work.

D. On New Distribution Work commercial conditions shall apply.

E. On holidays, when earned, the Employee shall, in addition to holiday pay, receive one and one half (1 1/2) times his regular hourly rate of pay for all hours worked.

F. Where a work stoppage or strike occurs at the building site through no fault of the Employer the employees shall be paid for actual time worked.

G. On New Distribution Work scheduled from Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., Employees shall be employed by seniority order of their classification. After 5:00 p.m. and on Saturday, Sunday and holidays, payroll seniority shall prevail.

H. Six dollars for each employee working may be used on any one job, the chauffeur to be counted as one man.

## **21. WELFARE FUND**

A. Subject to the provisions of Article I(F), each Employer, shall contribute to the Teamsters Local 814 Welfare Fund on behalf of each Employee to a maximum of forty (40) hours a week per Employee the following amounts for each hour paid:

<u>Effective Date</u>	<u>Hourly Rate</u>
June 22, 2002	\$3.96
May 1, 2003	\$3.96
May 1, 2004	\$3.96

Effective on the following dates, the Employer and the Union agree that the Local 814 Welfare Fund shall provide life insurance coverage on behalf of each eligible Employee covered by this Agreement in the amounts indicated:

June 22, 2002	\$50,000
May 1, 2003	\$50,000
May 1, 2004	\$75,000

Contributions shall be made for all credit hours at a minimum of eight (8) hours per day for each day employed to a maximum of forty (40) hours per week. Employers shall contribute to the Welfare Fund a minimum of four (4) hours for Employees called in for overtime work.

B. If on a sound actuarial basis, contributions are in excess of funds required to maintain present benefits at their existing level or if increased costs of present benefits require additional contributions to maintain them at their existing level, then the method or rate of contribution may be reopened for negotiation by either party.

C. There shall be purchased or provided out of said Fund such benefits, including disability benefits, for each qualified Employee covered by this Agreement, and his dependents, as determined by the Board of Trustees.

D. Seniority List Employees who are absent by reason of illness or occupational accident shall have contributions remitted on their behalf for a maximum period of six (6) weeks if employed for less than one (1) year; 12 weeks if employed more than one (1) year; and fifteen (15) weeks if employed more than five (5) years.

## **22. PENSION FUND**

A. Subject to the provisions of Article 1(F) each Employer, shall contribute to the Teamsters Local 814 Pension Fund on behalf of each Employee to a maximum of forty (40) hours a week per Employee the following amounts for each hour paid:

<u>Effective</u>	<u>Per Hour</u>
June 22, 2002	\$3.90
May 1, 2003	\$4.15
May 1, 2004	\$4.40

Contributions shall be made for all credit hours at a minimum of eight (8) hours per day for each day employed to a maximum of forty (40) hours per week. Employers shall contribute to the Pension Fund a minimum of four (4) hours for Employees called in for overtime work.

## **23. ANNUITY FUND**

A. Subject to the provisions of Article I(F), each employer shall contribute the following amounts to the Teamsters Local 814 Annuity Fund on behalf of each eligible Employee for each hour paid, including overtime, Saturdays, Sundays, holidays and vacation periods as follows:

<u>Effective</u>	<u>Per Hour</u>
June 22, 2002	\$2.15
May 1, 2003	\$2.30
May 1, 2004	\$2.45

## **24. WELFARE, PENSION AND ANNUITY FUND ADMINISTRATION**

A. The Board of Trustees of the Pension, Welfare and Annuity Funds are hereby empowered and authorized to make, interpret and apply such rules and regulations governing the conduct and operation of the Funds as they deem proper, in accordance with the Agreement and Declarations of Trust, including but not limited to the power to establish the amounts, forms, and methods of contributions to be paid to the Funds in order to maintain the Funds on solvent and sound actuarial basis, and to make all determinations of earned credits and benefits eligibility. Employers shall be bound by all of the terms and conditions of the Agreement and Declarations of Trust, including all rules, regulations and procedures promulgated by the Trustees of the Funds pursuant thereto, as they presently exist or as they may hereafter be amended or modified and any of the interpretations of any of the foregoing. The Agreement and Declarations of Trust are all incorporated herein by reference. The Trustees shall have the full power to take sure actions as are necessary to effectuate the

**purposes of the Trusts and in accordance with the Agreement and Declarations of Trust.**

**B. (1) Employers shall report to the Welfare, Pension and Annuity Funds all hours paid to all Employees in order to enable such employees to obtain credit for Welfare, Pension and Annuity purposes. Employers shall not be compelled to pay Welfare, Pension and Annuity contributions on vacation pay in a week in which an employee works and contributions are already being paid for his actual week worked.**

**(2) Each Employer will supply the Shop Steward with two copies of the monthly Pension, Welfare and Annuity report. The Shop Steward will post one copy on the bulletin board and present the other copy to the Union.**

**(3) Employers shall not be compelled to pay welfare, pension and annuity contributions on vacation pay in a week in which an employee works and contributions are already being paid for his actual week worked.**

**C. In the event the Employer fails to pay contributions due to either the Welfare, Pension, or Annuity Fund, in accordance with the rules and regulations of the Trustees of the Fund, the Union shall give three (3) days notice, in writing excluding Saturdays, Sundays and Holidays, to the Employer of such failure to pay. If payment is not made within three (3) days excluding Saturdays, Sundays and holidays, the Union shall have the right to take strike action as well as such other action it deems necessary. Any such action taken by the Union will not be considered a violation of this Agreement and the Employer shall be responsible to the Employees, the Union and the Welfare, Pension and**



**Annuity Funds for any losses resulting therefrom, including but not limited to lost wages.**

**D. For any Employer determined by the Trustees to be a chronic delinquent, the following shall prevail:**

- (1) The Employer must thereafter include in all contracts with its customers, and on all bills and statements submitted to its customers, this notice:**

**Payment for services under this contract shall be paid as follows:**

- (a) A check payable to the order of the Local 814, Pension, Welfare and Annuity Funds in the amount representing \$\_\_\_\_\_ (total hourly Pension, Welfare and Annuity contributions) multiplied by the total number of man-hours charged by the company. This check shall be mailed directly to the Local 814, Pension, Welfare and Annuity Funds, 33-01 38th Avenue, Long Island City, New York 11101 immediately after completion of the move.**
- (b) The balance of the amount owed shall be paid to the company.**
- (c) Failure to make payment to the Local 814 Pension, Welfare and Annuity Funds as required herein shall make the customer directly liable to the Local 814 Pension, Welfare and Annuity Funds and the employees covered hereby as third party beneficiaries, for the amount involved, plus simple interest on all sums due at a rate equal to the prime rate of interest in effect at the time of the delinquency; together with all costs and expenses of collection incurred by the**

Trustees, including counsel fees in the amount of twenty-five percent (25%) of the amount due.

- (2) The foregoing shall not relieve the Employer of its obligations under this Agreement. Appropriate credit for amounts received from customers making direct payments under this Paragraph D will be given by the Trustees to the Employer.
- (3) In the event an Employer fails to comply with this provision, the Union shall have the right to strike and/or notify customers of the Employer and the public as to the contents of this provision.

## **25. UNFAIR LABOR PRACTICES**

A. In order to preserve the labor standards established in the Moving and Storage Industry, and to protect the job security of all employees in the industry-wide bargaining unit covered by this Agreement, it is essential that the enforcement of this Agreement be uniform and upon a nondiscriminatory basis. The history of the Industry demonstrates that labor standards and job security may be destroyed by practices of Employers which directly or indirectly result in, or from, violations of collective bargaining agreements.

B. The following practices shall be considered violations of the Agreement:

- (1) The payment by any Employer of less than the scale of wages and all fringe benefits as provided in this Agreement, or the acceptance or demand by any Employer of a "kick-back" or refund of any part of an employee's wages.

- (2) Failure to carry sufficient workers' compensation insurance to protect the Employer's Employees and failure to exhibit such workers' compensation insurance policies to any duly authorized representative of the Union.
- (3) Violation of any other provision of this Agreement.

## **26. COLLECTIVE BARGAINING UNIT**

The employees covered by this Agreement shall constitute a single industry-wide bargaining unit. This Agreement has resulted from joint collective bargaining negotiations between the Union and all Employers party hereto. Accordingly, all Employers acknowledge that they are part of a multi-Employer collective bargaining unit which is comprised of the Bargaining Group and its members, and such other individual Employers which have or may become parties to this Agreement.

## **27. CONTRACT REOPENING**

A. In the event that the Union shall enter into any agreement with any Employer, with an effective date of April 1, 1994 or later, covering commercial and/or new furniture work as defined by this Agreement, which provides any different (a) direct economic term and/or (b) condition of employment for the employees of that Employer the following procedure shall apply:

If the Bargaining Group proposes to exercise its rights with respect to this paragraph, the President of the Bargaining Group shall, upon reasonable cause, request that the Union provide him with a copy of the Agreement. The President of the Bargaining Group shall notify the President

of the Union in writing of the basis for his assertion that it is a different agreement. The Presidents shall meet to attempt to resolve the matter. If no resolution is reached an arbitration shall be convened. The Presidents shall each designate one (1) arbitrator and the two (2) arbitrators shall jointly agree on a third (3rd) arbitrator. The decision of the panel shall be by majority vote. The panel shall decide if any of the terms or conditions of the contract relating to commercial or new furniture work are different than this Agreement in any respect. The arbitrators shall rule only upon the express terms and/or conditions of the contract and not upon claims of lack of enforcement of those terms and conditions. This decision shall be final and binding and shall be appealable in a court of competent jurisdiction for the grounds set forth in the N. Y. Civil Practice Law and Rules.

Should the final decision determine that any term or condition of the contract is different, then at such time all Employers members of the Bargaining Group and the Union shall, at the option of the Bargaining Group, be bound by the different agreement provided that such contract shall be amended to include this paragraph.

Should the Union enter into a contract covering work in addition to commercial or new furniture work then, this procedure shall apply only to those terms and conditions relating to commercial or new furniture work. This shall not apply to any agreements covering work by an Employer located outside New York City or Westchester.

Within thirty (30) days after entering into any contract containing any different term or condition than this Agreement, the Union shall notify the President of the Bargaining Group and a copy of said Agreement shall be made available to the President of the Bargaining Group by the Union.

B. To the maximum extent permitted by law, the Union will take all steps necessary to preserve and protect the uniform standards and conditions of employment set forth in this Agreement, for the sole purpose of preserving the job security and standards of employment for all employees in the industry-wide bargaining unit.

## **28. LEGALITY**

A. If the courts or government agencies should decide that any clause of this Agreement is illegal, it shall not invalidate the other clauses or sections of this Agreement.

B. The violation of the Agreement by any Bargaining Group signatory hereto shall not constitute a violation by the other Bargaining Group member signatory hereto.

## **29. SETTLEMENT OF DISPUTES**

Any and all complaints, disputes, or grievances of any kind whatsoever arising between the Union and Employer involving any questions, interpretations or applications of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted or resolved by the parties hereto as provided by the procedures set forth below, shall be referred to final and binding arbitration. The parties agree that a failure to adhere to the time limits for filing a grievance and filing for arbitration shall be deemed a forfeiture of the grievance:

**STEP 1:** Any such complaint, dispute or grievance arising between the Union and Employer shall in the first instance be submitted by the aggrieved party to his immediate supervisor of the department in which the

**grievance occurs. The grievance shall be submitted within a reasonable time after the act complained of, not to exceed two (2) weeks. The parties shall meet to adjust the grievance within 72 hours after the grievance is submitted**

**STEP 2: The parties agree that arbitration shall be the sole and exclusive procedure to resolve any and all disputes of any kind whatsoever between them arising under this Agreement. Accordingly, if the parties do not resolve a grievance as provided in STEP 1, then the matter may be submitted to final and binding arbitration within thirty (30) days from the date the aggrieved party referred the grievance to STEP 1 to the American Arbitration Association. The Arbitrator shall not have the power to amend, modify, or subtract from any provision of the Agreement. The decision rendered by an arbitrator hereunder shall have the effect of a judgment entered upon an arbitration award made, or provided by the applicable provisions of Article 75 of the New York Civil Practice Laws and Rules, entitling the entry of a judgment in a court of competent jurisdiction against the defaulting party who fails to carry out or abide by such decision. The parties agree to share the cost of the arbitration, except the parties agree to bear their own costs associated with producing witnesses and attorneys' fees.**

### **30. PARTIES BOUND**

**A. This Agreement shall be binding upon the Union and such Employers who are, or become, members of the Bargaining Group or who have agreed to be bound by the terms of this Agreement, or individual Employers who executed an individual agreement binding themselves to the terms of this Agreement.**

**B. This Agreement shall also be binding upon the**

successors, administrators, executors and assigns of the parties either signatory hereto, or who are by membership in the Bargaining Group as above set forth bound to the terms hereof. In the event an entire operation or part thereof, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such operation or part of operation shall continue to be subject to the terms and conditions of this Agreement during the term hereof. On the sale, transfer or lease the specific provisions of this Agreement shall prevail. It is understood that the parties hereto shall not use any leasing device 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 a copy served upon the Union at the time the seller, transferor or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction excluding financial details. In the event the Employer fails to require the purchaser, transferee or lessee to assume the obligations of this Agreement, the Employer shall be liable to the Union and to the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this Agreement; but shall not be liable after the purchaser, transferee or lessee has agreed in writing to assume the obligation of this Agreement.

### **31. ACQUISITION AND UNION JURISDICTION**

A. (1) If the Employer (or any owner or principal) has or hereafter acquires (whether by purchase, merger or otherwise) a controlling interest (whether ownership, stock, equitable or managerial) in any other moving and storage business within the jurisdiction of Local 814, then the terms of this Agreement

shall cover such operation and the employees shall be considered an accretion to the bargaining unit.

- (2) Jurisdiction shall mean the following geographical territory: New York City, Nassau and Suffolk Counties, Westchester, Rockland, Putnam, Dutchess, Orange, Ulster and Sullivan Counties.

B. If an Employer covered by this Agreement (or any owner or principal) has or hereafter acquires (whether by purchase, merger or otherwise) a controlling interest (ownership, stock, equitable or managerial) in any other moving and storage business outside the jurisdiction of Local 814:

- (1) Such business may not be used to evade any of the Employer's obligations under this Agreement, including, but not limited, to the obligations relating to contract employees nor to deplete the existing work opportunities of employees covered by this Agreement.
- (2) If there is a conflict between the existing work opportunity, expectations of the employees covered by this Agreement and the employees of the acquired company, the Union and the Employer shall attempt to agree upon a fair and equitable balance of these interests. If they fail to agree, the matter shall be submitted directly to binding arbitration pursuant to Article 29. Pending arbitration, there shall be no strike.
- (3) Any contract employee for such business loading or unloading within the Metropolitan District as defined by this Agreement must be assigned and must utilize only employees covered by this Agreement, if available. Employees laid off shall



be deemed available and shall be recalled by the Employer in seniority order.

C. The Employer will not devise or put into operation any scheme, whether herein enumerated or not, to defeat the terms of this provision.

## **32. MISCELLANEOUS**

A. On all new furniture deliveries, travel time shall be eliminated. When commercial work is available, Seniority List Employees have the option of accepting or declining such new furniture deliveries.

B. During the course of the eight (8) hour day, while the Employer is obligated to pay Welfare, Pension, and Annuity for all Employees, the Employees may not decline work assignments.

C. Employees handling voting machines on a holiday or during overtime periods shall be paid at the prevailing commercial rate and the Employer shall provide sufficient and adequate equipment and employees to perform the work.

D. If an Employer issues a paycheck to an Employee which does not clear the bank for payment due to insufficient funds, that Employee shall be entitled to four (4) hours straight time pay for his inconvenience in having to be repaid by the Employer either by replacement check or cash. Should the replacement check not clear the bank, the Employee shall be entitled to an additional eight (8) hours straight time pay. The first occurrence shall not constitute a violation.

E. An Employee covered by this Agreement shall operate freight elevators in warehouses operated by the Employer where work covered by this Agreement is being performed.

F. Extra men shall appear for work wearing work shoes and matching color work pants and shirt.

G. The Union will comply with laws concerning drug testing.

### **33. DRUG TESTING**

Effective as of January 1, 2003, all employees will be subject to random drug testing by a duly certified provider mutually selected by the Employer and the Union. If an employee tests positive for illegal drugs, then the employee will be referred to the Union's member health assistance program. If the employee declines the member's health assistance program, then his employment will be terminated. A second positive test at anytime during the employee's employment will result in termination.

### **34. SECURITY**

In light of the events of September 11, 2001, and the realities that have arisen as a result of those events, the parties agree that, upon the request of a landlord or client, an Employer may conduct background screening for security purposes of Employees covered by this Agreement. When a landlord or client, upon a showing of just cause to the Employer, will not permit an Employee covered by this Agreement on its premises, the Employee shall not be entitled to work the job and the Employer will undertake to place the affected Employee in alternative employment, if available.

Item.

943 76 D.

2003 21 10-100

### **35. JOINT STUDY COMMITTEE**

The parties will establish a joint study committee to review creating an Industry Training and Promotion Fund to promote the New York City unionized moving and warehouse industry.

### **36. TERM OF AGREEMENT**

This Agreement and all of its terms and conditions shall be effective commencing June 22, 2002 and shall continue in full force and effect until April 30, 2005.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

**LOCAL 814, affiliated with INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

.....  
By: Peter Furtado, as President

**THE GREATER NEW YORK MOVERS' AND  
WAREHOUSEMEN'S BARGAINING GROUP**

.....  
By: Dennis Farrell, as President

.....

**(employer)**

by .....

**signature**

**office**

**Address:**

.....

.....

.....

**MEMBERSHIP RATIFIED:**

**July 2002**

**WAGE SCALE COMMITTEE:**

Carl Tuminello  
Richard Jurgensen  
Roberto Caminiti  
Terry Crowley  
Jim Zevola

**WAGES — Appendix 1**  
**June 22nd, 2002 — April 30th, 2003**

*Overtime Within  
Metropolitan District*

*Commercial Overtime  
Beyond Metropolitan District*

Classification	Regular 40-Hour Week Rate	8-hour Per Day Rate	Rate Per Hour	<i>Overtime</i>		<i>Commercial Overtime All as Time &amp; 1/2</i>	<i>Commercial Overtime Beyond Metropolitan District</i>		
				<i>Monday to Friday and Saturdays Time &amp; 1/2</i>	<i>Sundays Overtime Double Time</i>		<i>Monday to Friday</i>	<i>Saturdays Sundays or Holidays Over 100 Miles</i>	<i>Saturdays Sundays of Holidays Less Than 100 Miles</i>
Chauffeur (Tr.)	\$794.00	158.00	\$19.85	\$29.775	\$39.70	\$29.775	\$19.85	\$19.85	\$29.775
Chauffeur (St. Tk.)	787.00	157.49	19.675	29.51	39.35	29.51	19.675	19.675	29.51
Warehouseman	754.20	150.84	18.885	28.28	37.71	28.28	18.855	18.855	28.28
Helper	747.20	149.44	18.68	28.02	37.36	28.02	18.68	28.02	26.895

**WAGES — Appendix 2**  
**May 1st, 2003 — April 30th, 2003**

*Overtime Within  
Metropolitan District*

*Commercial Overtime  
Beyond Metropolitan District*

<i>Classification</i>	<i>Regular 40-Hour Week Rate</i>	<i>8-hour Per Day Rate</i>	<i>Rate Per Hour</i>	<i>Overtime Within Metropolitan District</i>		<i>Commercial Overtime All at Time &amp; 1/2</i>	<i>Commercial Overtime Beyond Metropolitan District</i>		
				<i>Overtime Monday to Friday and Saturdays Time &amp; 1/2</i>	<i>Sundays Overtime Double Time</i>		<i>Monday to Friday</i>	<i>Saturdays Sundays or Holidays Over 100 Miles</i>	<i>Saturdays Sundays of Holidays Less Than 100 Miles</i>
Chauffeur (Tr.)	\$814.00	162.80	\$20.35	\$30.525	\$40.70	\$30.525	\$20.35	\$20.35	\$30.525
Chauffeur (St. Tk.)	807.00	161.40	20.175	30.26	40.35	30.26	20.175	20.175	30.26
Warehouseman	774.20	154.84	19.355	29.03	38.71	29.03	19.355	19.355	29.03
Helper	767.20	153.44	19.18	28.77	38.36	28.77	19.18	19.18	28.77



**WAGES — Appendix 3**  
**May 1st, 2004 — April 30th, 2005**

*Overtime Within  
Metropolitan District*

*Commercial Overtime  
Beyond Metropolitan District*

Classification	Regular 40-Hour Week Rate	8-hour Per Day Rate	Rate Per Hour	<i>Overtime</i>		<i>Commercial Overtime All at Time &amp; 1/2</i>	<i>Commercial Overtime Beyond Metropolitan District</i>		
				<i>Monday to Friday and Saturdays Time &amp; 1/2</i>	<i>Sundays Overtime Double Time</i>		<i>Monday to Friday</i>	<i>Saturdays Sundays or Holidays Over 100 Miles</i>	<i>Saturdays Sundays of Holidays Less Than 100 Miles</i>
Chauffeur (Tr.)	\$834.00	166.80	\$20.85	\$31.275	\$41.70	\$31.275	\$20.85	\$20.85	\$31.275
Chauffeur (St. Tr.)	827.00	165.40	20.675	31.01	41.35	31.01	20.675	20.675	31.01
Warehouseman	794.20	158.84	19.855	29.78	39.71	29.78	19.855	19.855	29.78
Helper	787.20	157.44	19.68	29.52	39.36	29.52	19.68	19.68	29.52

## INDEX

	Article	Page(s)
Acquisition .....	31	55-56
Annuity Fund .....	23	47
Casual Employee .....	1	5-7
Check-Off .....	13	30
Collective Bargaining Unit .....	26	51
Commercial Conditions .....	9	22-26
Contract Re-Opening .....	27	51-52
Court Appearance, Fines .....	6	15-16
Death in Family .....	18	39
Definitions .....	—	1-4
Discharge & Suspension .....	8	20-21
Disputes, Complaints, Arbitration .....	29	53-54
Drug Testing .....	33	58
Fair Employment Practices .....	17	39
Foreman .....	9	22-23
General Conditions .....	8	17-21
Holidays .....	3	9-11
Hours of Work .....	2	8-9
Industry Employee .....	1	6
Joint Study Committee .....	35	58
Lay-Off, Notice of .....	8	17
Legality .....	28	53
Lunch Hour .....	2	8-9
Maintenance of Jurisdiction .....	12	28-30
Metropolitan District Conditions .....	7	16
Miscellaneous .....	32	57
New Distribution Work .....	20	44-45

## INDEX

	Article	Page(s)
Outside Labor Dispute .....	8	17
Overtime Commercial .....	9, 16	24, 33
Parties Bound .....	30	54-55
Payment of Wages .....	1	4-5
Pension Fund .....	22	46
Protection of Rights .....	11	28
Security .....	34	58
Seniority .....	16	33-38
Shop Stewards .....	14	30-31
Sub-Contracting .....	19	39
Substitution of Men .....	16	33
Term of Agreement .....	36	59
Time Clocks & Records .....	15	32
Unfair Labor Practices .....	25	50
Union Jurisdiction .....	31	55-56
Union Security .....	10	27
Vacations .....	4	11-14
Wages .....	1	4-8
Warehousemen .....	5	14-15
Welfare Fund .....	21	45-46
Welfare, Pension & Annuity		
Fund Administration .....	24	47-50
Work Preservation .....	19	39-44

**Regular membership meetings of Teamsters Local 814 are held every quarter. (March, June, September and December).**

**In the event of death, the Union Office should be notified and a claim for Death Benefits presented.**

**All inquiries concerning Welfare, Pension and Annuity benefits should be directed to the Local 814 Welfare, Pension and Annuity Office, 33-01 38th Avenue, Long Island City, New York, 11101, (718) 392-4510, FAX # (718) 707-0660, or e-mail at TL814WPA@AOL.COM.**

**Notify Union of Change of Address.**



**TEAMSTER LOCAL 814  
33-01 38th Avenue  
Long Island City, New York, 11101  
(718) 392-4510  
FAX # (718) 361-9610**

**MAY 1, 2003 TO APRIL 30, 2004**

**OVERTIME WITHIN  
METROPOLITAN DISTRICT**

**COMMERCIAL OVERTIME  
BEYOND METROPOLITAN DISTRICT**

<i>CLASSIFICATIONS</i>	<i>Regular 40-Hour Week Rate</i>	<i>8-Hour Per Day Rate</i>	<i>Rate Per Hour</i>	<i>Moving &amp; Storage Monday to Friday and Saturdays Time &amp; 1/2</i>	<i>Sundays Overtime Double Time</i>	<i>Commercial Overtime All on Time &amp; 1/2</i>	<i>Monday to Friday</i>	<i>Saturdays Sundays or Holidays Over 100 Miles</i>	<i>Saturdays Sundays or Holidays Less Than 100 Miles</i>
<b>CHAUFFEUR (Tr.)</b>	<b>\$814.00</b>	<b>\$162.80</b>	<b>\$20.35</b>	<b>\$30.525</b>	<b>\$40.70</b>	<b>\$30.525</b>	<b>\$20.35</b>	<b>\$20.35</b>	<b>\$30.525</b>
<b>CHAUFFEUR (St. Tk.)</b>	<b>807.00</b>	<b>161.40</b>	<b>20.175</b>	<b>30.26</b>	<b>40.35</b>	<b>30.26</b>	<b>20.175</b>	<b>20.175</b>	<b>30.26</b>
<b>WAREHOUSEMAN</b>	<b>774.20</b>	<b>154.84</b>	<b>19.355</b>	<b>29.03</b>	<b>38.71</b>	<b>29.03</b>	<b>19.355</b>	<b>19.355</b>	<b>29.03</b>
<b>HELPER</b>	<b>767.20</b>	<b>153.44</b>	<b>19.18</b>	<b>28.77</b>	<b>38.36</b>	<b>28.77</b>	<b>19.18</b>	<b>19.18</b>	<b>28.77</b>

**HOLIDAYS:** All employees on the seniority list for more than 5 years, shall have guaranteed holiday pay for the following six (6) primary holidays without qualifications: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. All other employees refer to the collective bargaining agreement for qualification requirements. In addition, the following shall be paid holidays for all employees who qualify: Martin Luther King's Birthday, President's Day, Good Friday, Veteran's Day, and the Day after Thanksgiving.

**MEAL ALLOWANCE:** Breakfast: \$4.00; Lunch: \$5.50; Supper: \$9.00; Lodging: \$28.00 First Man - \$23.00 Second Man.

**FOREMAN-TAGGER RATE OF PAY:** \$2.00 per hour above classifications; \$3.00 per hour on overtime.

**CASUAL EMPLOYEES:** Chauffeurs: \$13.00 per hour Straight Time, \$19.50 Overtime (Time & 1/2) and \$26.00 Double Time. Helpers: \$12.00 per hour Straight Time, \$18.00 Overtime (Time & 1/2) and \$24.00 Double Time. Casual Employees do not receive Holiday Pay, Pro-rata Vacation or Travel Time.

**METROPOLITAN DISTRICT:** A radius of 50 road miles from Kew Gardens in every direction, except as restricted.

# PENSION

Effective May 1, 2003, vested members who have 25 years of pension credit will be eligible for a monthly **25-year service pension** of \$1800.00 at any age. For every year of pension credit over 25 years, they will receive \$72.00 per credit. Vested members who have at least 15 years of pension credit will be eligible for the following pension benefits:

AGE	AMOUNT	INCREMENT
62	\$1080.00	\$72.00
61	1015.20	67.68
60	950.40	63.36
59	885.60	59.04
58	820.80	54.72
57	756.00	50.40
56	691.20	46.08
55	626.40	41.76

For each year over 15 years they will receive an increment as shown above.

# WELFARE

All seniority employees who are absent by reason of illness or accident, whether it be occupational or non-occupational, shall be contributed for by their Employers for a period of six (6) weeks if employed less than one (1) year, twelve weeks if employed more than one year but less than five (5) years; and fifteen (15) weeks if employed more than five (5) years.

# VACATION

Employees employed by one or more employers shall receive vacations with pay determined in accordance with the following schedule:

## Pro-Rata Vacation

If Employed	Vacation Days Earned Per Day Worked
30 to 124 Days	.0333
125 to 144 Days	.0400
145 to 154 Days	.0483
155 to 174 Days	.0516
175 Days	.0571

(Maximum 10 Days)

- Eligibility — 100 days
- 2nd Year — 2 weeks
- 8th Year — 3 weeks
- 15th Year — 4 weeks

## Contributions Rates:

Welfare Fund .....	\$3.96 per hour
Pension Fund .....	4.15 per hour
Annuity Fund .....	2.30 per hour

# MOVING and STORAGE WAGE SCALE



Greater NY Warehouseman's Bargaining Group  
and  
TEAMSTERS LOCAL 814

33-01 38th Avenue  
Long Island City, New York 11101  
PHONE (718) 392-4510  
UNION FAX (718) 361-9610  
FUNDS' FAX (718) 707-0660



MAY 1, 2003 TO APRIL 30, 2004

15/04