

**AGREEMENT**

**BETWEEN**

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153**

**AND**

**AMALGAMATED WARBASSE HOUSES, INC.**

**MAY 1, 2019 - APRIL 30, 2022**

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AGREEMENT entered into this 21<sup>st</sup> day of November, 2019 between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, hereinafter referred to as the "**UNION**", and the **AMALGAMATED WARBASSE HOUSES, INC.**, its successors and assigns, hereinafter referred to as the "**EMPLOYER**".

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

### ARTICLE I - RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all clerical and office employees, except supervisors.

### ARTICLE II - UNION SECURITY

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

It is agreed that in the event the Employer determines to augment its staff with part-time employees, all parties will negotiate in good faith the extent to which the fringe benefits referred to herein, the seniority benefits, holiday and vacation benefits, will apply to such part-time employee.

The Employer agrees to deduct Union dues and initiation fees from the wages of each employee. Dues and initiation fees will become due and payable according to the following schedule. For persons hired before the 23rd of the month, dues shall become payable for the following month. For persons hired on or after the 23rd of the month, dues shall become payable the second following month. The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would insure receipt of said monies at the Union office, prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, on leaves of absence or otherwise not on the current payroll. The Employer will deduct unpaid union dues and initiation fees from the final pay check of any eligible employee member. Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union. The Union agrees to file an initiation fee and dues deduction assignment form with the Employer, prior to such deductions.

### ARTICLE III- WORK SCHEDULE

Section 1 - Seven (7) hours shall constitute one (1) full day's work with one (1) hour for lunch at which time a skeleton crew will cover the office in continuance of its normal functions. Thirty-five (35) hours shall constitute one (1) full week's work, Monday through Friday, inclusive.

Section 2 - All work performed on Saturday and/or in excess of thirty-five

(35) hours per week shall be paid for at the rate of time and one-half the regular rate of pay. All monies due for overtime shall be paid at the same time regular weekly salaries are paid and no more than one week's accrual of overtime monies shall be permitted at any time.

Section 3 - All employees working one (1) hour or more overtime shall be entitled to five dollars (\$5.00) supper money.

#### ARTICLE IV - HOLIDAYS

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

New Year's Day	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Day
July 4 <sup>th</sup>	Employee's Birthday
Martin Luther King, Jr.	Columbus Day
Labor Day	

Section 2 - All employees shall have the option of taking off on their birthday or either Friday or Monday in the week in which their birthday falls, provided the Employer is given at least two (2) day's notice by the employee. Employees may opt to substitute one of the observed and recognized Jewish holidays for Good Friday.

Section 3 - Holidays falling on Saturday shall be observed on Friday. Holidays falling on Sunday shall be observed on Monday.

Section 4 - In the event that a holiday falls during the workweek and the office must remain open, the Employer agrees that all employees who work that day shall be compensated at time and one-half.

Section 5 - All employees shall be granted three (3) personal days and three (3) personal Holidays off with pay per year. The three (3) personal Holidays may be used for Passover, Rosh Hashanah, Yom Kippur and Good Friday.

#### ARTICLE V - VACATIONS

Newly hired employees shall earn paid vacation at the rate of .83 days per month up to a total of ten days after one year of service. Such employees may use up to one week of their earned vacation after completing six months of employment. Following their anniversary, such employees will be granted the amount of vacation time based on their years of service. Such vacation days can be used on or after their anniversary date.

Two (2) weeks after one (1) year of employment  
Four (4) weeks after five (5) years of employment

For employees hired after May 1, 2019, the following vacation schedule applies:

Two (2) weeks after one (1) year of employment.  
Three (3) weeks after five (5) years of employment.  
Four (4) weeks after fifteen (15) years of employment



## ARTICLE VI – SICK LEAVE, LEAVES OF ABSENCE

Section 1 - The Employer agrees to grant paid sick leave to all employees covered under this agreement according to the following:

Newly hired employees shall accrue .83 sick leave days per month up to May 1<sup>st</sup> of their second year of employment. Such employees may borrow up to three days to be used consecutively, in the event they become sick or unable to work and do not have enough accrued sick leave to cover their absence. The Employer may require a doctor's note from the employee's doctor before paying borrowed days. Following May 1<sup>st</sup> of their second year of employment, such employees will be granted ten days sick leave on May 1<sup>st</sup> of each year.

Section 2 - In the event of death of the following, employees shall be given five (5) days off with pay: mother, father, husband, wife, sister, brother, son, daughter or significant other living in household. There shall be a bereavement period of one (1) day for in-laws, aunts, uncles, nieces and nephews who demise.

Section 3 - Employees shall be granted extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave referred to during periods of lengthy illness or lengthy disability so certified by a medical doctor. During that period of time beyond the paid sick leave period, seniority will be retained but will not accumulate. Seniority will accumulate during periods of paid sick leave.

Employer shall grant a leave of absence not to exceed one (1) year in the event of maternity. Employees receiving such maternity leave will retain and accumulate seniority during such leave. An additional leave of absence may be granted for a period in excess of six (6) months upon presentation of a doctor's certificate, but additional seniority may not be accumulated.

All FMLA leave, NY Paid Family Leave, and/or applicable State or City law leave shall run concurrently with the leaves of absence provided for in this Agreement.

Section 4 - The parties agree that on an annual basis the paid leave benefits provided regular employees under this Agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911 et seq. Therefore, the provisions of that Act are hereby waived.

## ARTICLE VII - SENIORITY

Section 1 - Newly hired employees shall be considered on a trial basis for a period of one hundred sixty (160) days from the date of hiring.

Section 2 - During the term of the 160-day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated any time during this period of 160 days without any recourse whatsoever. After the completion of the 160 days, seniority shall be effective as of the original date of employment.

Section 3 - An employee shall lose all seniority rights for anyone or more of the following reasons:

- a. Voluntary resignation.
- b. Discharge for just cause.

- c. Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
- d. Layoff for a continuous period of more than six (6) months.

### ARTICLE VIII – PROMOTIONS

Promotion shall be made on the basis of seniority and qualifications. In the event two (2) or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected.

### ARTICLE IX – LAYOFFS AND RECALL

Section 1 - If a reduction of the office staff is necessary due to economic reasons, the Employer shall meet with the Union representative and in the event of agreement, the following procedure shall be adopted: the employee with the least amount of seniority within the classification will be the first laid off.

Section 2 - Notice of such layoffs shall be given two (2) weeks before the scheduled layoff except in cases of emergency where the length of time shall be reduced to one (1) week.

Section 3 - In the event of a layoff other than temporary, (no temporary layoffs shall exceed thirty (30) calendar days) the laid off employees shall receive the following severance pay based on service with the Employer in addition to two (2) weeks' notice of such layoff.

Employees with six (6) months but less than one (1) year of service shall receive one (1) week's severance pay.

Employees with two (2) years of service shall receive two (2) weeks severance pay.

Employees with five (5) years of service shall receive five (5) weeks' severance pay.

Employees with eight (8) years of service shall receive six (6) weeks' severance pay.

Any individual who receives severance pay who is recalled in less than six (6) months shall have the option of repaying the severance pay and having future severance pay computed from the original date of hiring or may use the rehiring date as the basis for computation for any future severance pay.

It is further understood that should the employee elect to use the rehiring date for computation of future severance pay, it shall in no way affect his seniority, pension rights, vacation rights or any other rights provided in this Agreement.

Severance pay, as specified in section 3, shall include separation in the event of retirement as well as layoff, after ten (10) years. It is understood that severance will not be paid in the event of voluntary separation, nor will severance pay be due any employee who is discharged for cause or quits his/her employment.

Section 4 - Any employee laid off shall be placed on the recall list for a period of six (6) months.

Section 5 - In order for any employee to receive severance pay under this Agreement, the employee must execute a General Release mutually agreed to between the Employer and the Union.



## ARTICLE X - DISCHARGE

Section 1 - It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons therefore prior to such actions.

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

## ARTICLE XI- BULLETIN BOARDS

Bulletin boards will be made available to the Union by the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities.

## ARTICLE XII - JURY DUTY

Any employee serving on jury duty shall receive full salary and the jury duty compensation pay shall be given to the Employer, with a maximum of two (2) weeks per contract term.

## ARTICLE XIII - NON-DISCRIMINATION

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

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

Section 3 - (a) There shall be no discrimination against any present or future employee by reason of race, creed, color, age, disability, national origin, gender, sexual preference, union membership or any characteristic protected by law, including, but not limited to, claims made pursuant to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, 42 U.S.C. § 1981, the Family and Medical Leave Act, the New York State Human Rights Law, the New York City Human Rights Code, Paid Family Leave Law, the New York City Human Rights Code, the Stop Sexual Harassment in New York City Act, the New York City Temporary Schedule Change Law, or any other similar laws, rules or regulations. All claims alleging illegal discrimination under any of the above authorities, as well as all claims alleging violations of the federal Fair Labor Standards Act, the New York State Labor Law, and any other federal, state or local wage payment statutes or regulations, shall be subject to the Agreement's grievance and arbitration procedure as the final, binding, sole and exclusive remedy for such violations, and employees covered by this Agreement shall not file suit or seek relief in any other forum. This provision shall apply to allegations arising out of events occurring before and/or after the effective date of this Agreement. Arbitrators shall apply applicable law as it would be applied, and shall have such powers as would be exercised, by the appropriate court in rendering decisions on the claims covered by this paragraph.

(b) The claims subject to resolution in accordance with paragraph (a), above, shall not be litigated or arbitrated by way of a class or collective action. All claims between an employee and an employer must be decided individually. Neither an employee nor an employer will have the right, with respect to any claim, to do any of the following before an arbitrator:

- i. Obtain relief from a class or collective action, either as a class representative, class member or class opponent; or
- ii. Join or consolidate claims with the claims of any other person.

The arbitrator shall have no authority or jurisdiction to process, conduct or rule upon any class or collective proceeding, or to consolidate any individual claims in one proceeding absent mutual consent of the parties hereto.

#### ARTICLE XIV - WAGES

Effective May 1, 2019, employees shall receive a three percent (3%) wage increase on the current average salaries of the OPEIU Local 153 Bargaining Unit Members.

Effective May 1, 2020, employees shall receive a three percent (3%) wage increase on the current average salaries of the OPEIU Local 153 Bargaining Unit Members.

Effective May 1, 2021, employees shall receive a three percent (3%) wage increase on the current average salaries of the OPEIU Local 153 Bargaining Unit Members.

#### ARTICLE XV- HEALTH FUND

The Employer shall make contributions to a trust fund known as the "Building Service 32BJ Health Fund" ("Fund") to cover bargaining unit employees who are regularly employed more than two (2) days per week with such health benefits as may be determined by the Trustees of the Fund under the plan of benefits applicable to the SEIU Local 32BJ bargaining unit at the Amalgamated Warbasse Houses, Inc.

Effective January 1, 2019, the Employer shall contribute \$1,649.23 per month for each employee.

Effective January 1, 2020, the Employer shall contribute \$1,707.99 per month for each employee.

Effective January 1, 2021, the Employer shall contribute \$1,770.00. Thereafter, the Employer shall contribute at the rates provided in the successor to the 2020 Commercial Building Agreement between SEIU, Local 32BJ and the Realty Advisory Board on Labor Relations, Inc.

If the Employer fails to make required reports or payments to the Fund, the Trustees may in their sole and absolute discretion take any action necessary, including but not limited to immediate arbitration and suits at law, to enforce such reports and payments, together with interest and liquidated damages as provided in the Fund's Trust Agreement and any and all expenses of collection, including but not limited to counsel fees, arbitration costs and fees and court costs. Arbitrations regarding disputes with respect to Fund contributions shall be submitted to the Contract Arbitrator-Building Service Industry Panel of Arbitrators.

If the Employer is regularly or consistently delinquent in Fund payments, it may be required, at the option of the Trustees, to provide the Fund with security guaranteeing prompt payment.

The Employer hereby adopts and shall be bound by the Agreement and Declaration of Trust as it may be amended and the rules and regulations adopted or hereafter adopted by the Trustees in connection with the provision and administration of benefits and the collection of contributions.

There shall be no Employer contribution to the Fund on behalf of employees during their first ninety (90) days of employment.



## **ARTICLE XVI - PENSION FUND**

The Employer has withdrawn from the Local 153 Pension Fund. The Employer will pay withdrawal liability in accordance with the Segal Consulting memorandum dated September 24, 2019.

## **ARTICLE XVII – 401 (k)**

The Employer will enact an Employer sponsored 401(k). Payments will be made in accordance with the rules and procedures of that plan. The Employer shall make contributions to the 401 (k) to cover bargaining unit employees who are regularly employed twenty (20) or more hours per week, including paid time off

The Employer will pay into the 401(k) plan as follows \$35 per week, per employee.

As of May 1, 2020, the Employer will pay \$37.50 per week, per employee, and as of May 1, 2020, the Employer will pay \$40 per week, per employee.

## **ARTICLE XVIII – TECHNOLOGICAL CHANGES**

In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines, the Employer agrees to discuss such changes with the Union representative before such changes are made.

Any jobs created by virtue of the installation of such equipment will be posted for bidding among the employees with the collective bargaining unit.

In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in the resultant automated positions. Employees to be displaced will be given the first opportunity to qualify for the new position before any persons outside the bargaining unit is hired to fill the resultant jobs.

## **ARTICLE XIX - GRIEVANCE MACHINERY & ARBITRATION**

Section 1 - A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matters of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision.

Section 2 - An aggrieved employee shall present his grievance within thirty (30) days or its occurrences or such grievance will be deemed waived by the Union and the Employer.

Section 3 - In the event of such grievance, the steps hereinafter set forth shall be followed:

**STEP 1** - The employee and the steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days the employee, the steward and the immediate supervisor shall complete and sign a written complaint and forward it to the Union representative who in turn will arrange with the Employer and Labor Relations representative an agreeable time and place to conduct a hearing.

**STEP 2** - The Union representative and the Employer's Labor Relations representative or any such designated person shall meet to discuss the grievance. In the event of failure to reach a satisfactory adjustment of the grievance, within five (5) working days the grievance may be taken to arbitration by either of the parties upon notice to the other party.

Section 4 – If in any of the foregoing steps either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

**ARBITRATION** - If within three (3) days the parties cannot agree to a mutually acceptable arbitrator (*The arbitrators shall be Randi Lowitt, John Anner, Robert Herzog, or Roger Maher*), then either party may apply directly to the United States Federal Mediation & Conciliation Service or the American Arbitration Association for the appointment of an arbitrator.

Section 5 - The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

Section 6 - It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. Therefore, the Employer agrees that he will not lock out his employees and the Union agrees that it will not sanction a strike, slow down or work stoppage during the life of this Agreement.

Section 7 - In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or in the Employer's premises, then any refusal to work or failure to cross such picket line by members of the Office and Professional Employees International Union, Local 153, shall not be deemed a cause for discharge or dismissal.

Section 8 - Employee's rights under the NLRA, including but not limited to employee's statutory rights under Sections 7 or 8 of the NLRA, are hereby incorporated by reference into this Agreement, and Arbitrators shall have the authority to adjudicate claims for unfair labor practices under the NLRA in accordance with the procedure set forth herein and applicable NLRA principles and powers. Nothing in this agreement shall preclude an employee, the union, or the employer from filing an unfair labor practice with the NLRB.

Section 9 - Pursuant to 12 N.Y.C.R.R. Section 195-5, all disputes over wage advancements and/or overpayments shall be subject to the grievance and arbitration procedures set forth in Article 18.

#### **ARTICLE XX - SEPARABILITY**

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

#### **ARTICLE XXI – TERMINATION AND RENEWAL**

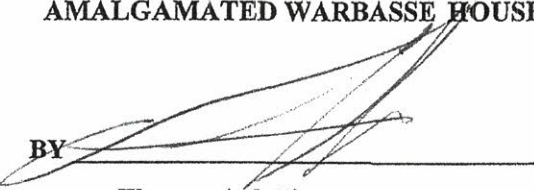
This Agreement shall be in full force and effect from *May 1, 2019 until April 30, 2022*, and shall continue in effect from year to year thereafter, unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement, provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage or work after any expiration or modification date shall not be deemed in violation of any provision of this

Agreement, and any provision to the contrary notwithstanding.


**AMALGAMATED WARBASSE HOUSES, INC.**

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


BY

  
\_\_\_\_\_  
**Thomas Auletta  
Manager**

BY

  
\_\_\_\_\_  
**Myra Hepburn  
Secretary-Treasurer  
Local 153, OPEIU**

BY

  
\_\_\_\_\_  
**Seth Goldstein  
Senior Business Representative  
Local 153, OPEIU**



