AGREEMENT

BETWEEN

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

AND

PLUMBERS LOCAL UNION NO. 1
WELFARE FUND

MARCH 1, 2021 TO FEBRUARY 28, 2024

TABLE OF CONTENTS

		Page
ARTICLEI	RECOGNITION	1
ARTICLE II	UNION SECURITY	1
ARTICLE III	WORK SCHEDULE	2
ARTICLE IV	CHECK-OFF OF UNION DUES	2
ARTICLE V	HEALTH PROVISIONS	3
ARTICLE VI	HOLIDAYS	3
ARTICLE VII	VACATIONS	3
ARTICLE VIII	SICK LEAVE, LEAVES OF ABSENCE	4
ARTICLEIX	SENIORITY	6
ARTICLE X	PROMOTIONS	6
ARTICLE XI	DISCHARGES AND LAYOFFS	6
ARTICLE XII	NON-DISCRIMINATION	7
ARTICLE XIII	RATES OF PAY	7
ARTICLE XIV	ARBITRATION OF DISPUTES	8
ARTICLE XV	SEPARABILITY	8
ARTICLE XVI	MEDICAL BENEFITS PLAN	8
ARTICLE XVII	401(K) SAVINGS PLAN	10
ARTICLE XVIII	MILITARY AND NATIONAL DEFENSE SERVICE	10
ARTICLE XIX	TERMINATION AND RENEWAL	11
	SIGNATURE PAGE	11
	SIDE LETTER 1	12
	SIDE LETTER 2	13
	SIDE LETTER 3	14

AGREEMENT entered into as of this 23rd day of February, 2021 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, hereinafter referred to as the UNION, and the PLUMBERS LOCAL UNION NO. 1, WELFARE FUND, hereinafter referred to as the EMPLOYER.

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

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

ARTICLE I – RECOGNITION

Section 1 – The Employer agrees to recognize the Union as the sole collective bargaining agent for all permanent full time and part time employees.

Section 2 – The bargaining unit will not include:

- Supervisors as defined by the National Labor Relations Act, including the Fund Administrator, Financial Manager, Assistant Financial Manager, Operations Manager and such other supervisory employees as defined by the National Labor Relations Act;
- managerial employees as defined by the National Labor Relations Act;
- confidential employees as defined by the National Labor Relations Act;
 and
- temporary employees.

ARTICLE II – UNION SECURITY

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

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

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

Section 4 – New employees, after a trial period of sixty (60) days, shall be considered regular employees and shall be entitled to all rights, privileges and benefits of this Agreement. The Employer may extend the probationary period an additional thirty (30) days provided there is

1

mutual agreement between the Union and the Employer. Requests for extension of the probationary period shall not be unreasonably withheld by the Union.

Section 5 – In the event that a temporary employee is employed beyond eight (8) weeks, said employee shall automatically acquire the status of a permanent employee. In the event that there is a need for temporary help requiring more than eight (8) weeks' employment, the foregoing stipulation may be conditionally waived upon written request of the Employer prior to the expiration of the eight (8) weeks' period.

ARTICLE III – WORK SCHEDULE

Section 1 – Employees are scheduled to work Monday through Friday, for forty (40) hours per week 8:00 a.m. to 4:30 p.m. with forty (40) minutes for lunch (10 minutes paid, 30 minutes unpaid) shall constitute one (1) full day's work.

There shall be a ten (10) minute paid recess in the a.m. during working hours. Time for recess to be judged by the Operations Manager (Supervisor) in accordance with the daily schedule.

Section 2 – All work performed in excess of forty (40) hours shall be compensated at the rate of one and one-half times the regular rate of pay. All work performed on Saturday or Sunday shall be paid for at the rate of double time. No employee shall receive overtime pay unless the Operations Manager authorizes such overtime. All monies due for overtime shall be paid and no more than one (1) week's accrual of overtime monies shall be permitted at any time.

Section 3 – The Employer shall reimburse all employees covered under this collective bargaining agreement who travel to work by public transportation and work beyond 7:00 p.m. any day of the week, for cab fare, car service, or local transportation. A paid receipt shall be submitted to the Employer for any of the above mentioned transportation.

ARTICLE IV - CHECK-OFF OF UNION DUES

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 leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck 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.

<u>ARTICLE V – HEALTH PROVISIONS</u>

The Employer agrees to provide for his employees a private rest room and lavatory in accordance with the Health Department Laws of the City of New York.

ARTICLE VI - HOLIDAYS

Section 1 – All employees shall receive the paid holidays celebrated under the Plumbers Local 1 Building Trades CBA. Currently, those holidays are:

New Year's Day Thanksgiving Day

President's Day Friday following Thanksgiving

Memorial Day Christmas Day

Independence Day Labor Day

Veterans' Day Columbus Day

Legal holidays falling on Sunday shall be observed on Monday. There will be no extra days off or pay for holidays falling on Saturday.

Section 2 – In the event that any of the above enumerated holidays fall on a regular work day, Monday through Friday, and employees are not required to work, such a holiday shall be considered as a day worked for purposes of computing overtime.

In the event a holiday falls during an employee's vacation period, the employee shall be entitled to an additional day of vacation. However, in the event a holiday falls while an employee is on a paid or unpaid furlough or leave, such employee shall not receive any extra days off or pay for such holiday(s).

ARTICLE VII – VACATIONS

Section 1 – All employees shall be granted the following vacation with pay per year:

Six (6) months but less than 1 year of service -1 week;

One (1) year but less than 5 years of service -2 weeks;

Five (5) years but less than 15 years of service -3 weeks;

Fifteen (15) years or more -4 weeks.

Section 2 – The Employer agrees to grant all employees covered under this Agreement three (3) personal days per year. The Employer also agrees to allow employees covered by this

Agreement to use personal days for scheduled Doctor's appointments in no less than one (1) hour increments.

Section 3 – Vacations can be taken in increments of two (2) weeks at a time with proper notice and approval by the Employer.

Section 4 – The Employer shall pay all employees covered under this collective bargaining agreement for all unused vacation and/or unused personal days at the end of each calendar year by converting unused vacation and/or personal days to wages.

ARTICLE VIII - SICK LEAVE, LEAVES OF ABSENCE

Section 1 – The Employer agrees to grant all employees covered under this collective bargaining agreement with sick leave days as follows:

Effective March 1, 2015, each employee shall receive eleven (11) sick days per year. Any employee hired after March 1, 2015, shall receive two (2) sick days in each of the first three quarters and five (5) sick days in the last quarter of the year. After one (1) year of service all employees shall receive eleven (11) sick days as needed.

The Employer agrees to allow employees covered by this Agreement to use sick days for scheduled Doctor's appointments in half-day increments.

The Employer shall pay all employees covered under this collective bargaining agreement for all unused sick days at the end of each calendar year by converting unused sick days to wages.

Section 2 – Effective March 1, 2015, the Employer agrees to permit its employees to take reasonable furloughs of one (1) year or less without pay in the event of illness which goes beyond the eleven (11) day period herein specified. This does not apply to employees with fifteen (15) years of service or more as of 2/28/2012: they shall receive full salary on such sick leave with a maximum of one (1) year. This sick leave pay is separate and apart from severance pay and shall be deducted from severance pay if sick leave and severance pay run consecutively.

Effective March 1, 2015, for all Employees hired before January 1, 2006 with fifteen (15) years of service or more, the Employer agrees to permit these employees to take reasonable furloughs of one (1) year or less with pay in the event of illness which goes beyond the eleven (11) day period herein specified. These employees shall receive their full salary on such sick leave with a maximum duration of one (1) year; such furloughs shall be limited in number and duration to the greater of three (3) such sick leave furloughs per lifetime or to furloughs with a maximum duration of no more than eighteen (18) months. This sick leave pay is separate and apart from severance pay and shall be deducted from severance pay if sick leave and severance pay run consecutively.

Effective March 1, 2015, the Employer agrees to permit all employees hired on or after January 1, 2006 through February 28, 2012 with fifteen (15) years of service or more, to take reasonable furloughs of six (6) months or less with pay in the event of illness which goes beyond

the eleven (11) day period herein specified. These employees shall receive full salary on such sick leave with a maximum duration of six (6) months and also limited in number and duration to the greater of three (3) such sick leave furloughs per lifetime or to such furloughs with a maximum duration of no more than twelve (12) months. This sick leave pay is separate and apart from severance pay and shall be deducted from severance pay if sick leave and severance pay run consecutively.

The Employer also agrees to permit its employees to take a leave of absence for up to one (1) year in connection with the birth of the employee's child, or the placement of a child with the employee for adoption or foster care ("Parental Leave"). Parental Leave must be taken (a) within one (1) year of the birth of the employee's child, or the placement of a child with the employee for adoption or foster care; and (b) in a consecutive block of time during this one (1) year period, unless the employee is eligible for intermittent leave under federal, state or local law, in which case the employee may take intermittent Parental Leave (during this one (1) year period) to the extent permitted by such law. Parental Leave is unpaid, however, the employee can choose to apply the employee's available vacation, personal and sick days, as well as any short-term disability benefits and benefits under New York's Paid Family Leave law, during the employee's Parental Leave. To the extent the employee applies such paid time or benefits or is eligible for paid or unpaid leave by law (including periods of intermittent leave) paid or unpaid leave shall run concurrently with and does not extend the employee's one (1) year period of Parental Leave.

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

Section 4 – Jury Duty: When a regular employee is called for jury duty, he/she shall be excused from regular duties on the days he/she is required to appear in court. For any regular scheduled work day in which time off for jury duty service is granted, the employee shall be paid a full eight (8) hours pay at his/her straight time, hourly rate, less any amount received as a jury duty fee. The employee shall be required, however, to turn over to the Employer adequate proof of her jury duty service and compensation in order to receive compensation provided above. No more than one (1) week shall be compensated.

Section 5 – Bereavement: If a death occurs within the immediate family a leave of absence not to exceed three (3) days shall be granted at full pay. Immediate family is defined as Father, Mother, Sister, Brother, Spouse or Spousal Equivalent, Child, Mother-in-law, Father-in-law, Grandmother, Grandfather or Grandchild. A leave of absence not to exceed one (1) day shall also be granted at full pay in the event of the death of the Father, Mother, Sister, Brother, Child, Grandmother, Grandfather or Grandchild of an employee's Spouse or Spousal Equivalent.

Section 6 – The requirements of the New York City Earned Sick and Safe Time Act are waived pursuant to N.Y. Admin. Sec. 20-916 and the requirements of the New York State Paid Sick Leave Law, New York Labor Law § 196-b are waived because comparable benefits are provided in this Agreement, including but not limited to, sick days, personal days and vacation time.

ARTICLE IX – SENIORITY

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

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

- a. Voluntary resignation.
- b. Discharge for just cause.
- c. Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness as provided in Article VIII of this Agreement, or unless due to accident.
- d. Layoff for a continuous period of more than one (1) year.

Section 3 – The Employer agrees that in the event decreased business activity necessitates a reduction of the office staff, seniority and ability shall apply. Where ability is equal, seniority shall prevail, and the last employee hired shall be the first employee laid off. The Employer has the right to decide ability after giving due regard to each employee's ability. Should business conditions improve and the staff be increased, the Employer agrees to follow the reverse procedure. Namely, the employee last discharged shall be the first to be rehired, in accordance with seniority and ability.

ARTICLE X – PROMOTIONS

All promotions shall be made from within on the basis of ability and seniority. The Employer has the right to decide qualifications after giving due regard to each employee's qualifications.

ARTICLE XI – DISCHARGES AND LAYOFFS

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

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

Section 3 – Employees who are laid off, discharged or leave because of total disability and/or retirement, shall receive one (1) week's severance for each year of service unless discharged for dishonesty.

Severance pay shall be paid up to a maximum of ten (10) years' employment. (Ten weeks' pay maximum).

All employees hired after January 1, 2006, who are laid off, discharged or leave because of total disability and/or retire, shall receive one (1) week's severance pay for each year of service unless discharged for dishonesty. Severance pay shall be paid up to the maximum of six (6) years of service. (Six weeks' pay maximum).

Severance pay shall be at the weekly rate of wages the employee is receiving at the time of termination of employment, less the required deductions for payroll taxes.

- Section 4 Any employee laid off after July 1st shall receive salary in lieu of vacation, providing they have six (6) months of service or more.
- Section 5 Any change in the administration (i.e. the group of persons empowered to manage and direct the employees) of the affairs of the Employer shall not result in the discharge, layoff or discrimination against any employee.
 - Section 6 No notice of layoff may be given during an employee's vacation period.

Section 7 – In the event any employee resigns or is laid off, the Employer may, upon request of the Employee, agree to issue a statement as to the character of service rendered by the employee's involvement.

ARTICLE XII - 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.

ARTICLE XIII – RATES OF PAY

Section 1 – The minimum rate for all employees shall be \$800.00 per week.

Section 2 – The minimum rates for all employees with three (3) or more months of employment shall be \$20.00/hr as follows:

Title	Amount	Title	Amount
Bookkeeper	\$800.00	Clerk-Typist	\$800.00
Secretary	\$800.00	General Clerk	\$800.00
Figure Clerk	\$800.00	Semi-Figure Clerk	\$800.00

Section 3 – The Employer agrees to grant a wage increase to all employees covered under this agreement as follows:

7

- Effective March 1, 2021, each employee shall receive a twenty dollar (\$20.00) wage increase per week. (\$0.50/hr)
- Effective March 1, 2022, each employee shall receive a twenty dollar (\$20.00) wage increase per week. (\$0.50/hr)
- Effective March 1, 2023, each employee shall receive a twenty-six dollar (\$26.00) wage increase per week. (\$0.65/hr)

Section 4 – For all Employees hired before March 1, 2015 and reporting for work at the Fund Office at 50-02 Fifth Street, Long Island City, NY, the Employer agrees to provide a weekly Stipend of \$15.00 for each paid week.

ARTICLE XIV – ARBITRATION OF DISPUTES

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

Section 2 – In the event that the Union and the Employer shall fail to reach an amicable settlement of any controversy, either party, upon ten (10) days' notice to the other party by certified mail, may apply to the American Arbitration Association for a hearing. The cost for such arbitration shall be shared equally between the Employer and the Union.

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

ARTICLE XV - 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 XVI - MEDICAL BENEFITS PLAN

Section 1 –Employees employed as of October 27, 2021, may participate in the Plumbers Local Union No. 1 Welfare* Fund Hospital, Medical Benefits and Prescription Drug Plans, plus Dental, Vision and \$50K Life Insurance Benefits and Supplemental Disability Benefits Plans, on the conditions set forth below. Any employee hired after October 27, 2021, may participate in the Plumbers Local Union No. 1 Welfare Fund – MES Helpers Plan, on the conditions set forth below.

Section 2 – Eligibility –New Employees will need to satisfy the "290 hours/3 months rule." Benefits will be provided for four (4) months following the last period that 290 hours were worked in three (3) consecutive months except when an employee is terminated for cause.

Section 3 — Annual Contribution Increases — Employees will be responsible for contribution increases for the cost of medical benefits provided through the Plumbers Local Union

No. 1 Welfare Fund as determined by the Fund's Trustees, with such increases allocated from the annual wage increases set forth in Article XIII, Sections 3. Any such increases, however, will be limited as follows:

- Effective March 1, 2021: Maximum allocation from wage increase not to exceed \$0.00 per week;
- Effective March 1, 2022: Maximum allocation from wage increase not to exceed \$0.00 per week;
- Effective March 1, 2023: Maximum allocation from wage increase not to exceed \$0.00 per week.

For Employees employed as of October 27, 2021, who are paid one full day, no fewer than eight (8) hours in one month, the Employer shall contribute to the Welfare Fund on behalf of each participating employee \$2,359 per month (or the equivalent of \$13.61/hr). For Employees hired on or after October 27, 2021, who are paid one full day, no fewer than eight (8) hours in one month, the Employer shall contribute to the Welfare Fund on behalf of each participating employee \$1,787 per month (or the equivalent of \$10.31/hr). Employees will be notified by the Plumbers Local Union No. 1 Welfare Fund of scheduled monthly contribution rates for the ensuing fiscal year, subject to the limits set out above. In January of each following year or as soon as thereafter practicable the Fund will notify the Employees of the scheduled monthly contribution rate, if any, for the ensuing fiscal year, again subject to the limits set out above.

Section 4 – Short Term Disability: The Employer shall enroll and make contributions for Employees in the NY State Statutory Disability Plan.

Employee suffering from a non-work related disability and receiving State Disability Benefits will receive up to \$230 for each week he or she receives State Disability Benefits, to a maximum of 26 weeks. The Employee must submit proof that he or she is collecting State Disability Benefits.

Section 5 – Long Term Disability: The Employer shall continue to participate in the Local 153 Long-Term Disability Plan for the benefit of Employees on the same terms as presently govern the contributions rate by the Employer.

*Access to Plumbers Local Union No. 1 Welfare Fund is inclusive of Hospital and Medical Benefits, plus Prescription Drug, Dental, Vision and \$50,000.00 Life Insurance Benefits and Supplemental Disability Benefits (weekly amount equal to NYS Statutory, Disability Plan plus \$230 per week Supplement). Employees, however, shall not enjoy certain benefits of the Welfare Plan available to Local 1-represented plumbers, including Retiree Continuation of Coverage, Surviving Spouse Continuation of Coverage, Unemployment Continuation of Coverage, Disability Continuation of Coverage, Workers Compensation Continuation of Coverage, and HRA.

Section 6 – Paid Family Leave: Employees shall be eligible for paid family leave benefits, in accordance with New York's Paid Family Leave Law ("NY PFL") (which sets forth specific length of service requirements for employee eligibility for benefits). Employees shall contribute,

via payroll deduction, towards such NY PFL benefits, in accordance with the NY PFL. The amount of an employee's NY PFL benefits and contributions is set by New York State law.

ARTICLE XVII - 401(k) SAVINGS PLAN

Section 1. Employees may participate in the Plumbers Local Union No. 1 401(k) Saving Plan ("401(k) Plan"). Participation in elective deferrals will be at 1% deferral rate of gross pay. Employees may elect to increase or decrease elections as provided under the terms of the Plan. In addition, the Employer shall contribute to the Plumbers Local Union No. 1 401(k) Plan the following amounts, effective on the following dates, for each participating employee:

• March 1, 2021: \$141 per week

• March 1, 2022: \$147 per week

• March 1, 2023: \$153 per week

All Employees shall be eligible to participate in the 401(k) Savings Plan as of the first day of their employment.

Employees participating in the 401(k) Plan may elect to increase or decrease their deferrals pursuant to the terms of the Plan.

Section 2: The Employer agrees to pay for comparable Health Insurance coverage, for the life of employees with fifteen (15) or more years of service that became totally and permanently disabled or if retired at the age of 62 until eligible for Medicare. Once eligible for Medicare, Health Insurance from the Employer will cease.

For any employee hired on or before January 1, 2003, the Employer agrees to pay for comparable Health Insurance coverage for the life of employees with twenty (20) or more years of service who become totally and permanently disabled or if retired at the age of 62 until eligible for Medicare. Once eligible for Medicare, Health Insurance from the Employer will cease.

For any employee hired on or before April 1, 2013, who achieves twenty-five (25) years of continuous employment with the Employer and who becomes totally and permanently disabled before age 65 or who retires at or after age 63 and before age 65, the Employer shall provide health insurance coverage comparable to the coverage enjoyed by the employee at the time of sustaining a total and permanent disability or at the time of retiring at or after age 63. Such health insurance shall cease when the employee reaches age 65.

ARTICLE XVIII - MILITARY AND NATIONAL DEFENSE SERVICE

In the event any employee shall enter Military Service, or shall be drafted for employment in the service of National Defense, the Employer agrees that upon the discharge from Military Service or termination of employment in the service of National Defense, said employee, upon requesting re-employment within a reasonable period of time, shall be restored to his or her former

position. Salary shall be determined by former salary received by said employee, with all adjustments made for any increases which may have been made to the remainder of the staff during the period of such service, and which increases are in effect at the time of such re-employment.

ARTICLE XIX – TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from March 1, 2021 to February 28, 2024 (or February 29th in a leap year). In the event either party desires to revise but not cancel this Agreement, it shall submit notice by certified letter within sixty (60) calendar days prior to any expiration date, and the other party hereto shall within ten (10) days after receipt of such notice, request a conference in respect thereto. No modification shall take place unless agreed upon.

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

OFFICE & PROFESSIONAL PLUMBERS LOCAL #1 WELFARE FUND EMPLOYEES INTERNATIONAL UNION, LOCAL 153, XFL-CIO BY: BY: MYRA HEPBURN MICHAEL APUZZO SECRETARY-TREASURER UNION TRUSTEE BY: BY: DYLAN WILEY EUGENE S. BOCCIERI **BUSINESS AGENT** EMPLOYER TRUSTEE MINDY FIERMAN CHIEF SHOP STEWARD

SHOP STEWARD

SIDE LETTER 1

September 5, 2003

George W. Reilly Labor Co-Chair Plumbers Local #1 Trust Funds Administered by the Plumbing Industry Board

Dear Mr. Reilly:

The Union agrees to begin negotiations one year prior to the expiration date. This good faith effort is being made to avoid the possibility of the contract expiring before a new agreement is reached.

In unity,

Patricia Hoffman Business Representative

SIDE LETTER 2

The definition of "administration" as referred to in Article XI, Section 5 of this Agreement is as follows:

"A group of persons empowered to manage and direct the employees."

SIDE LETTER 3

Dated as of October 27, 2021

Dylan Wiley, Business Agent OPEIU AFL-CIO, Local 153 265 West 14th Street New York, NY 10011

Dear Mr. Wiley:

The Union and the Employer agree to continue bargaining over the Employer's adoption of an Employee Handbook to be adopted by the Employer and, upon adoption, all employees will be required to adhere to all policies within said Handbook.

Very truly yours,

WalterSaraceni

Walter Saraceni Administrator for the Trustees

ACCEPTED AND AGREED OPEIU AFF7CIO, Local 153

Dylan Wiley