

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

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

AND

RIVERBAY CORPORATION

**FEBRUARY 1, 2018 THROUGH AND INCLUDING
SEPTEMBER 30, 2023**

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AGREEMENT entered into as of this 1st day of February, 2018, by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO, hereinafter referred to as the "UNION", and RIVERBAY CORPORATION, known as Co-op City, and located in the northeast section of the Bronx, 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 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 AND RIGHTS OF MANAGEMENT

SECTION 1 - The Employer recognizes the Union as the sole collective bargaining agent for all professional, office and clerical employees, exclusive of supervisory employees with authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline other employees or effectively to recommend such action.

SECTION 2 - The Union recognizes the Employer's right to direct and control its policies subject to the obligation of this collective bargaining agreement (the "Agreement").

SECTION 3 - The Employer agrees to make a good faith effort to preclude non-union employees from performing Local 153 clerical functions on a regular or on-going basis, but reserves the right to do so for periods of limited duration.

SECTION 4 - In an effort to improve communications between the employer and employees, a Joint Management Union Committee shall be formed and will meet on a monthly basis. Management Representatives shall include Employer's General Manager or designee and the Director of Human Resources. For the Union - the Business Representative or his designee, the Chief Shop Steward and the Assistant Chief Shop Steward. The parties agree, in good faith, to use their best efforts to complete the monthly meeting in one hour.

MANAGEMENT RIGHTS

In order to operate its business, the Employer retains the exclusive right to manage the business, to direct and control its work force, and to make any and all decisions affecting the business, whether or not specifically mentioned herein and whether or not heretofore exercised, including but not limited to the following:

- A. The right to hire, promote, demote for just cause, transfer, layoff and assign; suspend, discharge and discipline employees for cause, select and determine the number of its employees; direct and schedule the working force, determine when overtime shall be worked, and the right to install or remove equipment, to discontinue the operation of the business by sale or otherwise, in whole or in part

at any time, to determine the methods, procedures, materials and operations to be utilized or to discontinue their performance by employees of the Employer; to increase the number of work shifts and their starting and ending times; to determine the size of work stations and work duties of employees; to promulgate and enforce reasonable rules and regulations; and to set standards and methods of evaluations; to discontinue, or recognize or combine any department or branch of operations with any consequent reduction or other changes in the working forces; to introduce new or improved methods or facilities, regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management, except as specifically abridged, altered or modified (as long as it does not affect the past practice in the facility) by the terms of this Agreement.

- B. Any of the rights, powers, or authority of the Employer previously enjoyed or exercised are retained by the Employer and may be exercised, except those specifically abridged or modified by this Agreement.

ARTICLE II – SUBCONTRACTING AND TECHNOLOGICAL CHANGES

SECTION 1 - Subject to the other provisions of this Article II, work which is normally or customarily performed, or any work which would normally or customarily be performed by employees within job classifications covered by the Collective Bargaining Agreement may be subcontracted by the Employer.

SECTION 2 - No subcontracting of work presently performed by Union members and which will result in the layoff of employees will be undertaken by the Employer without first meeting and conferring with the Union sixty (60) days prior to any such subcontracting to discuss the subcontracting and its effects.

SECTION 3 - In the event of proposed automated or other technological changes, including, but not limited to, the introduction of data processing equipment, computers, or transferal of work to computerized equipment, the Employer agrees to discuss all implementation with the Union.

SECTION 4 - In the event training is necessary for employees to qualify for jobs created by new systems, the Employer agrees to institute a training program.

SECTION 5 - The Employer agrees to provide the same educational opportunities that are provided, or will be provided to management employees.

SECTION 6 - Employees who are qualified either by existing skills or by the training program provided for under Section 4 of this Article II for new jobs created by automated or technological changes, shall be given first opportunity to fill the new positions before any persons outside the collective bargaining unit are hired to fill these positions.

ARTICLE III – UNION SECURITY

SECTION 1 - The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, become and remain members of the Union in good standing, including part-time employees working thirty (30) hours or more per week.

SECTION 2 - The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement, with the exception of those hired to replace regular employees on vacation, disability leave or leave of absence, shall, as a condition of employment, thirty-one (31) calendar days from the date of employment become and remain members of the Union in good standing. The Employer shall notify the Union's Business Representative of all new employees, their classification, and rate of pay.

SECTION 3 - After the completion of six (6) months, temporary employees who are hired shall become members of the Union. Temporary employees shall not be eligible for pension, welfare or severance provisions of this Agreement. It is understood that once the temporary assignment is complete, the temporary employee may be terminated without causing the bumping of employees.

SECTION 4 - Part-time employees are those regularly employed for thirty (30) or more hours each week. Part-time employees shall only be discharged for just cause. Part-time employees are not eligible for welfare contributions. However, any part-time employee currently on payroll who currently receive medical benefits, shall continue to receive medical benefits. The employer agrees to not-hire part-time employees in excess of 6% of its work force.

SECTION 5 - The Employer reserves the right to maintain confidential aides and assistants which could include specified administrative assistants. These would be nonunion positions or positions with special criteria provided that in the event these positions are modified so that the confidential responsibilities and special criteria are eliminated, these positions will return to the bargaining unit. The Employer has established four (4) Administrative Assistant positions. It is further agreed that if the Employer feels it needs more than the four (4) Administrative Assistants, a meeting will be arranged with the Union to discuss the issue. If the Union is not satisfied by Management's decision, they have the right to contest it through the grievance procedure set out in the contract. Interns in governmental sponsored or recognized work projects foundations are excluded from the bargaining unit.

SECTION 6 - The Employer reserves the right to hire and layoff employees at its discretion, subject to the provisions of Article XI of this Agreement.

SECTION 7 - UNION VISITATION - The Union may have access to Employer's premises immediately, in the event, an employee is suspended, terminated or has an emergency that requires the Union's presence. The Union must contact the Employer prior to visiting the location.

ARTICLE IV – CHECK-OFF DUES

SECTION 1 - The Employer agrees to deduct Union dues and initiation fees from the wages of each employee weekly. 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.

SECTION 2 - 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.

SECTION 3 - 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.

SECTION 4 - The Employer agrees to deduct from an employee's salary on a weekly basis a voluntary contribution for V.O.T.E. (Voice of the Electorate) for those employees who sign and file with the Employer a V.O.T.E. Deduction Authorization Form. The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of, action taken by the Employer for the purposes of complying with the V.O.T.E. deduction. Employer shall accept enrollments for at least one (1) month every year.

SECTION 5 - The Union agrees to indemnify and hold harmless the Employer from any and all claims, suits, grievances, charges and/or causes of action arising from the implementation of the Check-off provision of this agreement.

ARTICLE V – WORK SCHEDULE

SECTION 1 - Seven (7) hours shall constitute one day's work and the employee's standard work week shall consist of five (5) days of seven (7) consecutive hours each between the hours of 8 a.m. to 6 p.m. All variances to the standard hours of 8 a.m. to 6 p.m. must be agreed to by the Employer and employee at the time of hire. Except, the Employer may require the employees to work a different seven (7) hour period as necessary on one occasion each year on one week's notice after prior consultation with the Union representatives.

SECTION 2 - All work performed on Saturday, or the 6th day of the work week, shall be paid for at the rate of time and one-half the regular hourly rate of pay, unless at the time of employment there was an agreement between the Employer and the Union that Saturday would be part of the employee's regular work week.

SECTION 3 - All work performed on Sunday, or the 7th day of the work week shall be paid for at twice the regular hourly rate of pay unless at the time of employment there was an agreement

between the Employer and the Union that Sunday would be part of the employee's regular work week.

SECTION 4 - All work performed in excess of seven (7) hours per day and/or thirty five (35) hours per week shall be paid for at the rate of time and one-half the regular hourly rate of pay.

SECTION 5 - Saturday and Sunday work on a non-premium basis may be implemented in the department of Sales.

SECTION 6 - Notwithstanding the provisions of Sections 1 and 4 of this Article V, the Employer may, at its option, require employees in its Maintenance offices, who work the night shifts, to work eight (8) hours a day, five (5) days a week, and such employee's standard work week shall be forty (40) hours, for which they will be paid the regular rate of pay. All work performed in excess of eight (8) hours per day and/or forty (40) hours per week by these employees shall be paid for at the rate of time and one-half the regular hourly rate of pay. All other provisions of this Article V shall apply to these employees.

SECTION 7 - All monies due to overtime shall be paid at the same time regular weekly salaries are paid and not more than one (1) week's accrual of overtime monies shall be permitted at any time.

SECTION 8 - Each employee shall receive two (2) relief periods of fifteen (15) minutes in each day's work schedule. The first such relief period shall occur between 10 a.m. and 11 a.m., and the second relief period shall occur between 3 p.m. and 4 p.m. except that phone coverage must be maintained during breaks in accordance with the direction of departmental supervisors. Employees may leave the physical location, but they shall not be permitted to do shopping during break periods. Notwithstanding the above and excluding bathroom breaks the employees shall not be allowed any coffee or rest breaks. However, employees who are unable to take a break during the designated times due to work shall have their break deferred to a different time as designated by management.

SECTION 9 - Effective November 1, 2010, if and when the Employer hires, the Employer shall have the option to place such employee on a Tuesday to Saturday, five (5) day work week, without the payment of overtime for work on Saturday. Current employees who volunteer to be transferred or are promoted may have to work a Tuesday to Saturday shift.

SECTION 10 - The past practice of taking an extended lunch on Thursdays for the purpose of depositing checks is hereby discontinued.

ARTICLE VI - HOLIDAYS

SECTION 1 - Employees shall have ten holidays:

Martin Luther King Jr. Day
Presidents' Day
Memorial Day

July 4th
Labor Day
Veterans Day

Thanksgiving Day
Day after Thanksgiving

Christmas Day
New Year's Day

Plus two (2) floating days, which can be taken by the employee at his/her discretion provided that the employee provide three working days' notice to his/her supervisor and utilization of a the floating day does not impede operations of a the department. Moreover, it is agreed that in the event an employee wishes to use a floating holiday for religious observance, said request shall not be unreasonably denied.

SECTION 2 - In addition to the holidays enumerated in Section 1 of this Article VI, employees shall receive five (5) personal days off with pay, two (2) days of which may be taken in half-day segments. Employees shall give three (3) days written notice to their immediate supervisor that they intend to take personal days off. Employees shall give reasonable notice to and obtain approval from their immediate supervisor of any segments of time to be taken as personal days that are less than one (1) day duration. During their first year of employment, employees shall be allowed to take one (1) personal day for each three (3) months of continuous employment. In the final three (3) month period of the first year of continuous employment the employee may take off two (2) personal days.

SECTION 3 - Holidays enumerated in Section 1 of this Article VI which fall on a Sunday shall be observed on Monday. Holidays enumerated in said Section 1 which fall on a Saturday, shall be observed on Friday.

SECTION 4 - All work performed on holidays enumerated in Section 1 of this Article VI, shall be compensated for by twice the regular rate of pay in addition to the regular weekly salary.

SECTION 5 - In the event that any of the holidays enumerated in Section 1 of this Article VI fall on an employee's regular work day, the said employee is not required to work on that holiday; such a holiday shall be considered a day worked for the purpose of computing overtime pay.

SECTION 6 - Employees must actually work his/her last scheduled work day before and first schedule work day after the date observed as the holiday in order to be eligible for the benefits set forth in this Article, except if the employee is sick and a medical doctor certifies the medical disability.

ARTICLE VII – VACATIONS

SECTION 1 – Employee's anniversary date shall be used to determine vacation entitlement.

SECTION 2 - Newly hired employees are entitled to one-week of vacation after working six months and may take a second week of vacation after completing their first year on the job.

SECTION 3 - Each employee who shall be employed for two (2) to three (3) years but less than four years shall receive two (2) weeks vacation with pay.

SECTION 4 - Each employee who shall have been employed for four (4) years, but less than nine (9) years, shall receive three (3), weeks vacation with pay.

SECTION 5 - Each employee who shall have been employed for nine (9) years, but less than fourteen (14) years, shall receive four (4) weeks vacation with pay.

SECTION 6 - Each employee who shall have been employed for fourteen (14) years or more shall receive five (5) weeks vacation with pay. Except, employees hired after January 31, 2003 shall have their vacation capped at four (4) weeks vacation with pay.

SECTION 7 - In the event a holiday named in Section 1 of Article VI of this Agreement falls during an employee's vacation period, the day will be counted as a holiday instead of a vacation day.

SECTION 8 - Choice of vacation periods shall be according to seniority, and the employee must give the Employer at least sixty (60) days notice of intent to take a vacation. All vacation selections must be approved by the employee's supervisor.

SECTION 9 - Upon termination of employment, employee shall be paid their pro-rata share of unused vacation pay.

SECTION 10 - Employees, who are eligible for three (3) or more weeks of vacation pay, may take three (3) weeks consecutively with the consent of the Employer.

ARTICLE VIII – SICK LEAVE, LEAVES OF ABSENCE

SECTION 1 - Employees are entitled to ten (10) sick days with pay for the calendar year beginning January 1st. New employees will not have the use of sick leave for their first three (3) months of employment. Unused sick leave, remaining at the end of the year will be paid in full at the end of the year. Employees who wish to bank unused sick leave shall notify the Director of Human Resources in writing by December 1st. Banked sick days can be used after the current year sick day allotment has been exhausted or upon separation from employment redeemed for cash at the rate of 75% of the employee's current rate of pay.

SECTION 2 - In addition to any other management rights, for sick leave of three (3) or more consecutive days, the Employer may demand and receive from the employee involved a statement from a medical doctor certifying the medical disability. The Employer will automatically review the reasons for absences in excess of ten (10) days per calendar year, and reserves the right to discipline employees for excessive absenteeism. Sick leave is to be used in the event of an illness or injury suffered by the employee which disables the employee from working. Incident of sick leave is an absence of one or more days, due to a non-work related illness separated by one or more days of work.

SECTION 3 - While an employee is out on a disability leave of absence seniority will accrue but vacation, sick time and personal time will not.

SECTION 4 - Once every two (2) years, for an employee who has completed one year of continuous employment, the Employer shall grant an unpaid leave of absence, not to exceed six (6) months, in the event of the birth of a child or family emergency upon submission of reasonable evidence as may be required by the Employer. Employees receiving such leave will retain and accumulate seniority during such leave. The Employer is under no obligation to reinstate such employee until expiration of the leave period requested, nor is it obligated to reinstate employee in the same position from which leave was granted, but, must reinstate him/her at the same rate of pay as when leave was requested, plus any authorized increases.

SECTION 5 - In cases of death of a father, mother, spouse, son, daughter, brother or sister, a mother-in-law, father-in-law, brother-in-law, sister-in-law, spousal equivalent, grandparent, or any member of the immediate family listed on I.R.S. dependent section of employee's tax form, the employee shall be granted a leave of absence of 3 days with pay in State; 4 days with pay in Continental United States and 5 days with pay outside of the United States. This leave of absence shall not be charged against sick leave.

SECTION 6 - Employees on leave of absence for sixty (60) days or less shall have the right to return to their job at the same rate of pay. If the job has been eliminated or altered, the employee is guaranteed a job with no less pay than the job previously held. All employees employed for one year or more are entitled to unpaid leave for at least twelve (12) weeks. Employees on leave of absence for twelve (12) weeks or less shall have the right to return to their job at the same rate of pay. If the job has been eliminated or altered, the employee is guaranteed a job with no less pay than the job previously held.

Requests for leave will be granted for the following reasons:

- a. To care for the employee's child after birth, or placement for adoption or foster care;
- b. To care for an employee's spouse, son, daughter, or parent who has serious health condition;
- c. For serious health condition that makes the employee unable to perform the employee's job.

Riverbay will consider all circumstances and grant all requests for leave based on the company's needs, but no leave will be granted for employees who wish to seek or attempt alternative employment.

For the first twelve (12) weeks of all approved leaves, Riverbay will continue to provide health insurance under the same conditions as when the employee was working. Riverbay may extend such coverage for up to and including six (6) months. During the approved leaves vacation, sick and personal time will not accrue, but no employee will lose any accrued time because of an approved leave of absence.

All requests for leave are to be submitted to the employee's department head, preferably thirty (30) days prior to the leave, and forwarded to Riverbay's Department of Human Resources. Employees may be required to submit with their request all medical or other supporting documentation substantiating the circumstances requiring a family or medical leave.

SECTION 7 - The Employer agrees to abide by the provisions of the Selective Service Act with respect to leaves of absences due to military service.

SECTION 8 - Employees may have other rights under the Family and Medical Leave Act (FMLA) and this Article is not meant to interfere with the rights and obligations of the Employee and Employer under FMLA.

SECTION 9 - The parties agree that on an annual basis the paid leave benefits provided employees under this Agreement are comparable to or better than those provided under the New York City Earned Sick Time Act, N.Y.C. Admin. Code §20-911 et. seq. Therefore the provisions of the Act are hereby waived.

ARTICLE IX – SENIORITY

SECTION 1 - Newly hired employees shall be considered as probationary employees for a period of ninety (90) days from the date of hire. Employees are not eligible for promotions or transfers for a period of twelve (12) months from their date of hire. Employees hired after March 1, 2003 are not eligible for promotion or transfer for a period of eighteen months (18) after their date of hire.

SECTION 2 - During the ninety (90) 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 ninety (90) days, without any recourse whatsoever and without cause. After the completion of the ninety (90) day probationary period, seniority shall be effective as of the original date of employment.

SECTION 3 – Seniority shall mean length of continuous service with the Employer, and shall be cumulative on an office-wide basis.

SECTION 4 - 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 seven (7) working days after being recalled by registered or certified mail, unless due to illness or accident the Employer may require substantiating proof of illness or accident. The seven (7) day period shall commence on the date of mailing.

- d. Layoff for a continuous period of more than one (1) year or acceptance of severance pay.

ARTICLE X – PROMOTIONS, DEMOTIONS AND TRANSFERS

SECTION 1 - It is the intention of the Employer to fill vacancies from within Riverbay before hiring new employees, provided that employees with the necessary qualifications to fill the vacant position are available.

Promotions shall be made on the basis of qualifications and past job performance as determined by the Employer, and by seniority. In the event two (2) or more employees have performed equally well in the past, the employee with the greatest seniority shall be selected.

All employees so promoted shall be placed in their new position for a probationary period of sixty (60) days. In the event the employee does not, in the opinion of the Employer, successfully pass the probationary period, such employee shall return to their former position without any loss of seniority, and at the same rate of pay as had been received in their former position. Similarly, the employee may elect to return to the former position at any time during the probationary period. Employees are not eligible for promotion until after he/she has served twelve months in their present position.

SECTION 2 -TRANSFERS - After serving at least twelve (12) months in their present position an employee may apply for a transfer to a position of another classification. Such transfer shall be made upon request of an employee at the discretion of the Employer. Any employee who so transferred shall receive the same salary as in their former position. If two (2) or more employees request a transfer for the same position, the Employer shall make its selection on the basis of qualifications. If qualifications are equal, the employee with seniority shall have the first opportunity for the position in question.

If an employee is denied a lateral transfer at the discretion of the Employer, the employee shall have the right to appeal the decision. The appeal may follow the grievance procedure, excluding arbitration.

SECTION 3 - Any deviation from the seven (7) hours, five (5) day week, Monday to Friday inclusive, would be outlined to an employee and the Union at the time of hire, or transfer.

SECTION 4 - VACANCIES - Notice of all job vacancies shall be posted conspicuously by the Employer. This notice will remain on the bulletin boards for five (5) consecutive work days and will include job title and a brief description of the job duties, including qualifications and necessary skills. Only those employees who make written application during this five (5) day period must be considered for the job, and will be permitted to file a grievance against the final selection. Employees who bid on any such posted job vacancy shall be notified of their acceptance or rejection, and rejected bidders shall upon request be advised in writing why they were unsuccessful.

ARTICLE XI - LAYOFFS AND RECALL

SECTION 1 - If the Employer deems it necessary to reduce the size of its office staff, the following procedure shall be adopted:

The employee with the least amount of seniority in any classification will be the first laid off from that job, but he/she may replace an employee in the same or lower classification, with the least seniority in any classification providing he/she has the qualifications to satisfactorily perform the job, and has greater seniority. Employees, who are displaced from their jobs as a result of such bump back procedure, may themselves move back and replace employees having the least seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority. Employees, who have suffered one bump back, shall be given credit for full office-wide seniority in the lower classification for purpose of any future downward moves.

SECTION 2 - Notices of such layoffs shall be given to the employee affected, in writing, one (1) week before the scheduled layoff.

SECTION 3 - Any employee so affected, who is transferred to a lower rated job, shall receive their present rate of pay.

SECTION 4 - An employee laid off shall be placed on the recall list for a period of one (1) year, unless the employee receives severance pay in accordance with Section 9 hereof.

SECTION 5 - The Employer agrees to pay all premiums for health coverage under Article XIII of this agreement for laid off employees for a period of thirty (30) days following the month in which the employee was laid off, to the extent such payment is permissible under the terms of the health insurance policy.

SECTION 6 - The Employer, upon rehiring, shall do so in the inverse order of seniority. They shall rehire the last employee laid off providing, however, that such employee has the qualifications for the position for which he/she is being hired. Under no circumstances shall the Employer hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be reemployed. The last employee laid off from a job will be the first recalled to that job.

SECTION 7 - An employee recalled and reinstated to the former position held shall receive not less than the rate of pay for the job classification before the layoff, plus any increments authorized during the intervening period.

SECTION 8 - Any notice of reemployment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

SECTION 9 - In the event of a layoff other than temporary (no temporary layoffs shall exceed thirty (30) calendar days), the laid off employee may receive the following severance pay based on service with the Employer, in addition to the one (1) week notice of such layoff, provided the

employee requests such severance pay at any time within one (1) year of the layoff:

- a. Employees with one (1) year or more of service, but less than two (2) years shall receive one (1) week of severance pay;
- b. Employees with two (2) years or more of service, but less than five (5) years, shall receive two (2) weeks severance pay; and
- c. Employees with five (5) years or more of service shall receive, one (1) week of severance pay for each year of service up to a maximum of ten (10) weeks.

When an employee accepts severance pay, the employee is automatically removed from the recall list, and the employee may not return to the recall list by repaying such severance pay to the Employer, but nothing contained herein shall be so construed as to prevent the Employer from rehiring such employee if the Employer shall choose to do so without violating the provisions of Section 6 hereof. No employee whose employment is terminated for cause shall receive severance pay.

SECTION 9.1 - Those employees who are bumped and as a result of bumping are laid off due to technological changes or the installation of automated equipment will receive the following severance pay:

- A) Employees with one (1) year or more of service, but less than (2) years shall receive 1.5 weeks of severance pay;
- B) Employees with two (2) years or more of service, but less than five (5) years shall receive three (3) weeks severance pay; and
- C) Employees with five (5) years or more of service shall receive 1.5 weeks severance pay for each year of service up to a maximum of fifteen (15) weeks.

When an employee accepts severance pay, the employee is automatically removed from the recall list, and the employee may not return to the recall list by repaying such severance pay to the Employer, but nothing contained hereon shall be so construed as to prevent the Employer from rehiring such employee if the Employer shall choose to do so without violating the provisions of Section 6 hereof. No employee whose employment is terminated for cause shall receive severance pay.

SECTION 10 - All employees who voluntarily retire with twenty (20) years of service shall receive a maximum of five (5) weeks severance pay.

ARTICLE X - DISCHARGE

SECTION 1 - It is hereby agreed that the Employer has the right to discharge for just cause. In all such cases, the Employer and the Union will continue to observe employees' "Weingarten" rights as they have in the past.

SECTION 2 - If 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 their former position without any loss of seniority or rank and may or may not be compensated for time lost in accordance with the arbitrator's determination.

A. The Employer shall have the right to maintain discipline and efficiency of its operations. It shall have the right to discharge, suspend or discipline an employee for Just cause. Just cause for immediate discharge shall include but not be limited to the following:

theft

forgery/falsifying documents or time records

selling, using or carrying weapons or illegal drugs while on the job

fighting on the job, defacing property,

verbally or physically threatening the safety of the other employees, customers and/or any representatives of the Employer.

B. Notice of discharge, discipline or suspension shall be given in writing to the employee and a copy thereof shall be sent to the Union within twenty-four (24) hours from the time of discharge, suspension or other discipline. The Notice shall be deemed given as of the date of mailing. In cases of discharge and suspension only, if the Union seeks to contest the decision, it shall send written notice thereof to the Department Head within five (5) days after receipt of the Notice of discharge or suspension. In such event, the dispute shall be submitted and determined under the grievance and arbitration procedures hereinafter set forth, however, commencing at Step 2 of the grievance procedure. The failure of the union to present such written notice within said five (5) days shall be deemed as acquiescence in the discharge or suspension.

C. All time limits herein specified shall be deemed to exclude Saturdays, Sundays, and contractual holidays.

ARTICLE XIII – HEALTH & PENSION PLANS

SECTION 1 - The Employer agrees to pay into the Local 153 Pension Fund, upon ratification of this Agreement, \$171.54 per week for each employee covered by this Agreement. Effective February 1, 2019, the Employer agrees to pay \$176.68 per week for each employee covered by this Agreement. Effective February 1, 2020, the Employer agrees to pay \$181.98 per week for each employee covered by this Agreement. Effective February 1, 2021, the Employer agrees to pay \$187.44 per week for each employee covered by this Agreement. Effective February 1, 2022, the Employer agrees to pay the sum determined by the Trustees of the Pension Plan to be the minimum amount required to continue participation. This Fund is administered by a Board of Trustees, composed of an equal number of Union Trustees and Employer Trustees designated by each respective group, pursuant to a Trust Agreement and a Pension which conforms to all applicable laws and which has been approved by the Treasury Department as an exempt plan.

The Employer accepts the Trustee designated and is bound by the provisions of the Agreement and Declaration of Trust.

The Pension Plan provides, among other things for payment of:

- a. A normal pension at age 65 after five (5) years of service, as defined in the Plan; and
- b. An early retirement pension at age 55 after fifteen (15) years of service, as defined in the Plan.

The Board of Trustees shall have the right to determine the amounts of benefits to be paid for such pensions. No payments shall be made into the Pension Fund for employees who are on leave of absence without pay.

SECTION 2 - The Employer agrees to offer a 401K plan for all Local 153 members in conjunction with the members of the PBA provided that the proper percentage (as detailed in the 401K plan) of employees participates.

SECTION 3 - The Employer will provide medical coverage to all bargaining unit employees. Employees shall pay a 5% co-contributions for medical premiums.

SECTION 3.1 - The Employer and the Union agree that upon thirty (30) days' notice to the Union, the Employer may transfer the Employees, their eligible spouses and dependents into a comparable medical plan.

SECTION 4 - Employer agrees to establish a Joint Union/Management Committee to study security and environmental issues affecting Local 153 members and plan improvements therein.

SECTION 5 - Employer agrees to provide, at the option of the employee, the same Long Term Disability (paid by the employee) that is provided to management. The Employer agrees that employees will receive, at no cost to the employee, Life Insurance as currently provided to employees.

SECTION 6 - Employees hired after November 1, 2010, will not be eligible for medical benefits until the completion of six (6) months of permanent continuous service or as otherwise required by law, whichever is sooner.

ARTICLE XIV – BULLETIN BOARD/UNION MEETINGS

A Bulletin Board will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer or a designated representative before being posted. Approval shall not be withheld unreasonably by the Employer. Employees may not attend Union meetings during working hours, unless agreed by Employer; however, the Employer agrees to allow four (4) non-consecutive hours, per contract year during working hours

for such meetings without pay and provided said meetings are not held on Company property in the absence of prior written authorization by the Employer, provided said authorization is not unreasonably withheld.

ARTICLE XV – NON-DISCRIMINATION

SECTION 1 - The Employer agrees not to discriminate against an employee because of their 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 - Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge, or otherwise, because of race, color, creed, national origin, or sex or sexual preference, disability, sexual orientation, victim status and genetic predisposition and carrier.

ARTICLE XVI – RATES OF PAY

SECTION 1 - Rate of Pay - Upon ratification of this Agreement by the parties the minimum wage rate for unit employees shall be \$18.00 per hour.

Effective February 1, 2018, all covered employees on the payroll shall receive a 2.0% wage increase.

Effective February 1, 2019, all covered employees on the payroll shall receive a 1.0% wage increase.

Effective October 1, 2019, all covered employees on the payroll shall receive a 1.5% wage increase.

Effective October 1, 2020, all covered employees on the payroll shall receive a 2.0% wage increase.

Effective October 1, 2021, all covered employees on the payroll shall receive a 2.5% wage increase.

Effective October 1, 2022, all covered employees on the payroll shall receive a 2.0% wage increase.

SECTION 2 - Night Differential - Employees working shifts other than 8:00 a.m. to 4:00 p.m., 9:00 a.m. to 5:00 p.m. or 10:00 a.m. to 6:00 p.m. shall receive a night differential of fifteen dollars (\$15.00) per night. Night Differential shall be calculated in accordance with the Federal and State Labor laws.

SECTION 3 - Payment of Salary - The Employer agrees to pay salaries on a weekly basis. No more than one (1) week's salary shall be withheld at any time. Employees will be required to have direct deposit. The employer will assist any employee to get a checking account in the event said employee does not currently have one.

SECTION 4 - Parking Fees - Employees who park in the Employer's parking garages shall pay the same monthly parking fees as residents. This section will take effect once other unions (Local 32BJ, PBA, Local 282 and Local 94) representing other employees of the Employer agrees to same.

SECTION 5 - Upon ratification of this Agreement by the parties, all bargaining unit members will receive a \$500 bonus.

SECTION 6 - Perfect Attendance Bonus - Effective January 1, 2014 prospectively any employee having perfect attendance for a calendar year shall receive a lump sum payment of \$275 in the January of the subsequent year.

ARTICLE XVII – PERFORMANCE-BASED WAGE INCREASES

Upon successful completion of the probationary period, eligible employees will be evaluated annually with an opportunity to receive performance-based wage increases in addition to any increases provided pursuant to Article XVI. Such increases shall be within the scale listed below, and will be effective upon the dates listed below. The increases shall be based upon the hourly wage rate earned by the employee as of that date.

<u>Scheduled Date</u>	<u>Increase Range</u>
October 1, 2019	0 to 1.5%
October 1, 2020	0 to 1.5%
October 1, 2021	0 to 1.5%
October 1, 2022	0 to 1.5%

Merit-based increases under this Article will be based on each employee's performance during the previous 12 months, which will include consideration of the employee's reliability, job performance, job knowledge, shareholder complaints and commendations, and relevant self-development. Employees will receive a performance evaluation detailing the above prior to the scheduled date of performance increases. A copy of the evaluation form to be utilized by the Employer is attached to this Agreement as Appendix A. Performance evaluations will not be used as evidence in any arbitration proceeding under this Agreement. Neither performance evaluations nor performance-based wage increases under this Article will be subject to the grievance and arbitration provisions of Article XVIII.

ARTICLE XVIII – JURY DUTY

Each employee serving upon a jury in a court shall be paid by the Employer for all time lost because of such service, less any amount received by the employee for such Jury Duty. An

employee absent from work because of qualifying for Jury Duty shall be paid a full day's pay provided that the employee works four (4) hours.

ARTICLE XIX – GRIEVANCE MACHINERY AND ARBITRATION

A. It is the intention of the parties that all complaints, disputes, controversies or grievances arising between the parties hereto which involve questions of interpretation or application of the provisions of this Agreement shall be adjusted in the following manner:

Step 1: An employee having a grievance shall, either alone or together with his Union delegate or other Union representative, present such grievance to the employee's immediate supervisor in writing within five (5) days after the occurrence, facts or circumstances constituting the complaint, dispute, controversy or grievance arose in writing. The employee's immediate supervisor shall answer the grievance within five (5) working days after its presentation in Step 1.

Step 2: If the grievance is not settled in Step 1, the Union may present it to Human Resources Director within five (5) working days after the denial of the grievance in Step 1 - Management shall answer the grievance within five (5) working days after its presentation.

B. The failure of the grievant or the Union to present a grievance within the time limits set forth herein shall constitute a waiver of the grievance and bar all further action thereon. Failure on the part of The Employer to answer a grievance at any stop shall not be deemed acquiescence.

All grievances submitted in writing shall be responded to in writing in a timely manner. When both parties agree to resolve a grievance such Agreement shall be in writing and signed-off by both parties.

If either party fails to carry out the procedures set forth in Step I and Step II, the other party may immediately take the dispute to arbitration under written notice to the other party.

C. All time limits herein specified shall be deemed to exclude Saturdays, Sundays and contractual holidays.

D. In the event a grievance has not been finally adjusted or resolved in Step 2 of the grievance procedure, the Union may, within the time limits set forth herein, submit the grievance to arbitration pursuant to the rules of the American Arbitration Association as follows:

E. If the Union desires to submit the grievance to arbitration, it shall send a letter to the American Arbitration Association, with a copy to the Employer's Managing Agent requesting that AAA furnish the Union and the Employer with identical lists of persons eligible to serve as arbitrators.

F. In order for such grievance to be timely submitted to arbitration, written request to the AAA must be filed within thirty (30) calendar days after the denial of the grievance in Step 2.

G. The parties may mutually designate the arbitrator. If, however, within fifteen (15) calendar days from receipt of the original lists the parties shall fail to agree upon a single arbitrator, either party may request the American Arbitration Association to submit an additional panel. In the event a second panel proves to be unsatisfactory, then the AAA shall designate an Arbitrator.

H. It is the function of the arbitrator to interpret the Agreement. He shall make and issue decisions only regarding matters expressly submitted to him within the written terms of this Agreement. His decision or award, not inconsistent with the terms of this Agreement, shall be final and binding upon the parties hereto. The arbitrator has no authority or power to add to, submit from, disregard, or alter any of the written terms of this Agreement. The arbitrator's power and authority shall be limited to the application and interpretation of this Agreement as applied to the subject of the particular grievance involved, the arbitrator shall issue his decision and award within (30) days after the close of the hearings.

I. The cost of the arbitration, which shall include the fees and expenses of the arbitrator, the charges of the American Arbitration Association and the cost of the transcript, if the parties mutually agreed to order one, shall be borne equally by the parties.

J. It is expressly agreed by and between the parties that should the Union, its officers, representatives, agents, members or employees covered by this Agreement, engage in an action in violation of the No Strike - No Lockout Clause, the Employer shall not be required or in any way be obligated to comply with the Grievance Procedure and the Arbitration provision until such time as the unlawful actions cease. In no event shall the Employer be required to submit a grievance to arbitration.

K. The parties agree that the maintenance of a peaceable and constructive relationship between them and between the Employer and the employees requires the establishment and cooperative use of the machinery provided for in this contract for the discussion and determination of grievances and disputes, and that it would detract from this relationship if individual employees or groups seek to interpret or enforce the contract on their own initiative or responsibility. No individual employees may initiate any arbitration proceeding or move to confirm or vacate an award.

L. There shall be no submission of multiple grievances to arbitration in one demand, nor shall separately submitted grievances be consolidated and/or merged before the same arbitrator. This clause shall not preclude a class action if multiple parties stemming from the same action. Accordingly, in the absence of mutual consent of the parties, an arbitrator may not be presented with, or rule upon, more than one grievance.

M. Notwithstanding the foregoing, where Step II of the grievance procedure has ended without resolution of the grievance, and prior to submission of the grievance to the AAA, or prior to the mutual selection of an arbitrator, the parties may agree to submit the dispute to mediation before a neutral selected through the procedures of the Federal Mediation and Conciliation Service. Submission to mediation must be agreed upon by the Employer and the

Union. A party's request to mediate under this section will not stay the application of the time periods in the sections above, unless the parties agree to submit the matter to mediation. If mediation is agreed upon, the time periods of this grievance procedure will be stayed only for the time between agreement to mediate and the conclusion of the mediation.

N. The Employer agrees that the Chief Shop Steward and one Assistant Shop Steward will be excused from work, with pay, for up to two (2) days each, per year, for the purpose of attending the scheduled Annual 153 Education Conference. The Employer reserves the right to require documentation that the Conference was in session on the days the employees requested to be excused from work.

Shop stewards are permitted to investigate grievances on Company time provided permission in each instance is sought from and granted by the supervisor(s) of the steward and the employee whose grievance is being investigated. Where possible, such investigations should be scheduled. Such permission shall not be withheld unreasonably. Shop stewards must work on their assigned jobs and meet the same production standards expected of other employees except that interruptions caused by union duties will be taken into consideration in meeting those standards. Time allowed for investigating and processing grievances will not interfere with orderly process of the stewards' regularly assigned tasks.

ARTICLE XX – DISCIPLINARY RECORD

The Employer agrees that an employee's progressive disciplinary record or any other disciplinary action that is more than one (1) year old shall not be considered in decisions involving progressive discipline or the promotion of an employee. However, the Employer reserves the right to consider an employee's prior discipline for significant incidents in current assessments of discipline. "Significant" past incidents will include, for instance, discipline for threatening or violent conduct, fighting, dishonesty (such as forgery, falsification of records or time sheets, or employment applications), theft, and violations of the Employer's policies against unlawful discrimination and harassment.

ARTICLE XXI – VIDEO DISPLAY TERMINALS

Where video display terminals (VDT's) are used, the Employer shall make best efforts to provide each employee who works at a VDT with a work station that meets ergonomic design guidelines mutually agreed upon by the Union and the Employer. The Employer agrees to correct the design of work stations, if necessary, as quickly and as economically as feasible.

ARTICLE XXII – 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 XXIII – SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an Agreement with another firm, individual or entity for the acquisition of the Employer's business which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm, individual or entity shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm, individual or entity with which it seeks to make such an agreement as aforementioned.

ARTICLE XXIV – DRUG AND ALCOHOL ABUSE

The Employer may require the Employee to submit to testing for the presence of drugs or the impairment of alcohol, if in its judgment it has reasonable cause to believe that an employee is using alcohol and/or drugs. Before requesting any such testing the reasons in support of such testing must be memorialized in a written report to the General Manager or his designee at the time the employee is asked to submit to a test and approved by him/her. The Employer may also require an employee to take a random drug test.

Only "state of the art" testing through a breathalyzer or urine sample may be used to conduct such test, using "state of the art" custody procedures for such specimens. The Employer and the Union shall decide on a laboratory to be used for analysis of samples.

The Employer agrees to provide transportation to any testing site, and the employee may bring their shop steward to any testing site.

An employee found to have been impaired by alcohol or to have ingested illegal drugs, or to have abused a lawfully possessed controlled substance as a first time offender, shall NOT BE DISCHARGED OR DISCIPLINED without first being given one opportunity to enter a rehabilitation and counseling program. The employee shall be granted an unpaid disability leave of absence for the purpose of participating in the program.

Should the test results not show impaired by alcohol and/or the presence of drugs, the Employer agrees to pay the employee lost wages and all other benefits lost as a result of the time lost in completing the testing procedure, and his/her personnel records shall contain no reference to such physical examination and/ or tests.

If the employee refuses to submit to such tests as above described or follow the recommended treatment plan, such employee shall be subject to termination. Any employee who is a three time offender, or is involved in distributing any controlled substances shall not be entitled to the benefits described above and will be subject to termination.

The Employer will exercise reasonable precaution to preserve the confidentiality of the fact of any such testing and any records of such testing. Only those employees of the Employer who have a need to know such facts or records will have access hereto. The result of the test will be used only for the monitoring of controlled substances of employees.

ARTICLE XXV – NO STRIKE-NO LOCKOUT

A. During the life of this Agreement or any written extension hereof, the Union, on behalf of its officers, agents and members, agrees that so long as this Agreement or any written extension hereof is in effect, there shall be no strikes (economic, sympathetic or otherwise), slowdowns, walkouts, sit-downs, sit-ins, picketing or boycotts.

B. Any employee who violates this provision shall be subject to disciplinary action, including discharge, and such action may not be raised as a grievance or be subject to the arbitration provision of this Agreement, except on the issue of employee participation.

C. Any claim, action or suit for damages which is commenced by the Employer as a result of the Union's violation of this Article shall not be subject to the arbitration provisions of this Agreement.

D. If any of the acts or conduct prohibited by paragraph A above occur during the term of this Agreement, or any written extension thereof, the Employer shall not be required to discuss, negotiate, hear or rule on any problem or grievance related to such acts, until such time as the prohibited acts are discontinued.

E. If an employee or group of employees covered by this Agreement shall, during its term, or any written extension thereof, participate or engage in any of the activities prohibited in paragraph A, and such activities have not been or are not authorized, instigated, condoned, participated in or aided in any manner whatsoever by the Union or any of its officers, employees or other agents or by any union affiliated directly or indirectly with this Union, the Union shall be relieved of all obligations upon notification by the Employer (either by telegram, registered mail or personal notification) of the prohibited activity, provided the Union takes action within forty-eight (48) hours after receipt of such notification, including, but not limited to, the following:

1. Certify to the Employer by registered letter or telegram, that it has noticed all employees covered by the Agreement that the prohibited activity is unauthorized and in violation of the Agreement and
2. It has contacted all employees engaged in this activity to cease such activity and resume work
3. In all other respects has complied with items 1 and 2 herein.

F. The Employer agrees that it will not lockout employees during the term of this Agreement. Complete or partial reduction of operations for economic reasons shall not be considered a lockout. Employer must provide sixty (60) day notice.


ARTICLE XXVI - TERMINATION AND RENEWAL

This Agreement shall begin on February 1, 2018 and continue in full force and effect through and including September 30, 2023, and from year to year thereafter, until terminated by either party giving to the other written notice of termination by registered or certified mail at least sixty (60) days prior to date of expiration.

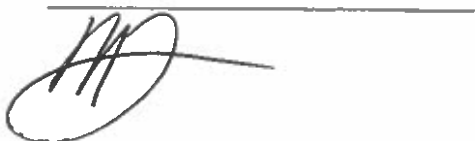
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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers on the day herein first above written.

RIVERBAY CORPORATION


Vice President

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




Myra Hepburn
Secretary - Treasurer