

AGREEMENT BETWEEN:

THE OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 153

AND

WESTERN NEW YORK AREA LABOR FEDERATION, AFL-CIO

ARTICLE I

RECOGNITION AND DEFINITIONS

- A. The Western New York Area Labor Federation (ALF) (AFL-CIO) hereby recognizes Office and Professional Employees International Union Local 153 as the exclusive and sole bargaining representative for all office, clerical and professional employees, excluding managerial.
- B. ALF agrees not to negotiate concerning wages, hours, and other terms and conditions of employment of personnel defined in Paragraph A above, with any other organization other than the Union for the duration of this Agreement.
- C. Except where specifically excluded, this entire agreement applies to part-time employees.
- D. The employer may hire temporary full-time employees for a specific project that is anticipated to exist for up to three (3) months. The parties may mutually agree to extend the temporary appointment except as specifically excluded, temporary employees shall be provided benefits under the Agreement.
- E. Definitions: A full-time employee shall be defined as a permanent employee regularly scheduled to work 30 hours per week or more. A part-time employee shall be defined as a permanent employee regularly scheduled to work less than 30 hours per week.

ARTICLE II

MEMBERSHIP AND PAYMENT OF DUES

- A. It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members in good standing on the date on which this Agreement is signed, shall on thirty (30) days following the date on which they begin employment, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on thirty (30) days following the date they begin employment become and remain members in good standing in the Union. Good standing shall be defined as the payment or tender of initiation fees, assessments, and/or union dues. The Employer and the Union agree that as a condition of employment, all employees within the scope of the bargaining unit shall become members of the Union or within thirty (30) days following the effective date of this Agreement.

B. Maintenance of Fees and Assessments (Check-off)

Upon an employee's voluntary and written assignment, all fees and assessments for union membership, as prescribed in the constitution and by-laws of the Union, shall be deducted, in equal amounts, from each payroll check of each member and remitted to the Union not later than one month following the month in which they were collected. After, such membership dues shall be deducted from the employee's earning in accordance with the Union schedule rates. Said schedule will be furnished to the employer by the Union and may be amended at any time. Notification of such amendment must be made to the Employer thirty (30) days prior to the payroll date nearest to the effective date of the dues change.

1. The permission to retain the fees and assessments shall be granted through the signing of agreed upon authorization cards.
2. The granting of authorization shall indemnify ALF against any and all claims or other forms of liability that may arise out of such authorization.

ARTICLE III

GRIEVANCE PROCEDURE

A. Declaration of Purpose

The purpose of this procedure is to establish and maintain a method of ensuring smooth and uninterrupted operation of ALF under the terms of this Agreement; to have a technique for handling and disposing of differences equitably within the shortest period of time and at the lowest possible level.

B. Discipline and Discharge

Any and all discipline or discharge must be for just cause only.

C. Definitions

1. Grievance: any controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement or any matter of equity.
2. Days: shall mean working days.

D. The processing of a grievance beyond Step 1 of the grievance procedure shall be the sole and exclusive right of the Union.

E. General Procedures

1. The processing of grievances, insofar as possible, shall be conducted during the hours of employment.
2. The time limits imposed upon either party during any step of this procedure may "be extended by mutual oral agreement, and shall be confirmed in writing.
3. Except for the informal decision at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure and reasons shall be stated only for the denial of a grievance.

4. If a decision at one stage is not' appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be barred.

5. The ALF and the Union agree to facilitate any investigation, which may be required, and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances.

F. The steps of the grievance procedure shall be as follows:

Step 1

The grievant shall bring his/her grievance to the President with the object of resolving the matter informally. The Shop Steward or union representative shall be present at the grievant's request.

This step shall be taken no later than thirty (30) days after the date on which the action giving rise to the grievance occurred or the grievant should have become aware of the action or had knowledge thereof. Any resolution of the grievance at this level shall be in accordance with the terms and conditions of this Agreement and shall be conveyed to the grievant within five (5) days of the submission of the grievance.

If the grievance is not resolved, it shall be reduced to writing and submitted to the President within five (5) days. The President shall provide a written response within (5) days of submission of a grievance.

Step 2

If the dispute is not resolved at Step 1, the Union may appeal the decision within ten (10) days to a grievance appeal committee consisting of not more than three (3) ALF officers. The GAC will meet with the grievant and his/her representatives within five (5) days after receiving the appeal notice. Within five (5) days after hearing the appeal the GAC shall issue its written decision.

Step 3

The Union has the right to submit to arbitration if the grievance is not satisfactorily resolved at the GAC level.

If the Union selects arbitration, the grievance shall be submitted to the Federal Mediation and Conciliation Service.

Appeal to arbitration of an unsatisfactory decision in Step 2 must be made within ten (10) days after the receipt of the decision.

Such a request for arbitration shall be initiated by giving ALF written notification of such intent.

The decision made by the arbitrator is to be final and binding upon both parties. All joint fees and expenses of the arbitration shall be paid for equally by both parties.

For each arbitration, the Federal Mediation and Conciliation Service shall provide a list of names of potential arbitrators. If agreement on an arbitrator is not reached after exhausting the list, the parties shall request another list.

ARTICLE IV

NO DISCRIMINATION/ AFFIRMATIVE ACTION

The employer shall hire and promote employees without regard to age, sex, race, religion, color, national origin, military status, marital or parental status, family relationship, sexual orientation, political activities or beliefs, or mental or physical handicaps unrelated to job performance. The Employer shall actively recruit women and members of minority groups for positions covered by this contract. The Employer's hiring standards shall not exceed those required to perform the job. It is further agreed that the concept of pay equity for work of comparable value shall be the cornerstone of the Employer's pay policy.

ARTICLE V

PAST PRACTICE AND MANAGEMENT RIGHTS

It is understood that not all rights of either party can be enumerated in this Agreement. All practices which have been determined to be mandatory topics of negotiations by either the National Labor Relations Act or decisions of the National Labor Relations Board shall not be changed without mutual consent of the Union and the Employer. It is further recognized that management has the right to impose changes on the employees without mutual consent involving areas considered to be permissive subjects by the National Labor Relations Act or decisions of the Board.

ARTICLE VI

LAYOFFS

- A. Notice of lay-off for economic reasons shall be made fourteen (14) calendar days in advance. Employees shall receive two week's written notice or the equivalent in wages. Temporary employees shall be laid off before any regular employees.
- B. Employees will be recalled from lay-off in order of seniority. Employees shall retain all recall rights for a period of two (2) years.
- C. Employees so recalled to the same or equivalent classification shall notify the Employer within two (2) weeks of their intent to return. Failure to return to Employee's former position or equivalent position shall result in said Employee's relinquishment of rights to employment. The Union shall be notified of any employee's recall and subsequent failure to return. Employees shall have the right to refuse recall to position other than that from which they were laid off, there shall be a probationary period of not more than thirty (30) days during which the employee may return or may be returned to layoff. Any employee who does not accept recall to a position other than that from which he or she was laid off shall retain the right to his or her former position if it becomes available.

ARTICLE VII

NOTIFICATION OF VACANCIES

A. Where possible, notification of vacancies, except temporary vacancies of less than six (6) months, shall be made at least seven (7) days prior to such time that such vacancies are to be filled. All notices shall contain a description of the position to be filled, together with the qualification required. Present employees who meet the qualifications of the position will be given first preference. Notification of such vacancies shall be posted in a conspicuous place in the ALF office.

B. The parties shall establish criteria for any promotion within the unit. An employee denied promotion or transfer will be given reasons for such denial by the employer.

ARTICLE VIII

JOB DESCRIPTION AND EVALUATION

New employees will be given 1) a job description, 2) criteria for evaluation. Every new employee will receive a written evaluation after 90 days and thereafter as needed or upon requested.

ARTICLE IX

SENIORITY

A. Seniority shall be defined as the length of continuous employment in the bargaining unit, including any authorized leave of absence or lay-off.

B. ALF and the Union agree that seniority will be criteria used for lay-off and recall procedures. In the case of a job vacancy or a new position becoming available, seniority will be the criteria used to fill the opening, if the applicant is qualified for the position. Employees with the least amount of service shall be the first employee designated for economic lay-off provided that there are individuals with longer service with the skills necessary to perform the job of the laid-off individual.

ARTICLE X

PROBATIONARY PERIOD

Any new employee hired by ALF shall be on probation for a period of six (6) months after date of hire. During such time an employee may be discharged at any time and for any reason at the sole discretion of the ALF and without recourse to the Grievance Procedure, upon completion of the probationary period, the employee shall be placed on the seniority list with seniority dating to the time of hire or rehire.

ARTICLE XI

UNION REPRESENTATION

- A. The employees shall elect a shop steward for the purpose of conducting routine Union business. The shop steward shall be allowed reasonable time during working hours to conduct such necessary Union business.
- B. Up to two employees will be designated by the Union to attend a negotiating meeting or other meeting between the Employer and the Union and shall be released for that purpose without loss of pay.
- C. A duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purposes of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business.
- D. The Employer shall supply the Union with a seniority list of all employees, showing date of hiring, job classification, and rate of pay.

ARTICLE XII

Work Hours

- A. The full time Organizer position is an exempt salaried position whose job responsibilities from time to time requires work beyond the normal workday hours and can include evenings and weekends. In this case, the Organizer, in consultation with the ALF President, can adjust his/her work hours to incorporate the specific job or jobs.
- B. The normal workweek shall be 8 hours/day, Monday through Friday, including a paid lunch break.
- C. Employees, other than exempt salaried employees, shall receive overtime pay at the rate of time and one-half their hourly rate for all hours worked over forty (40) hours in a workweek.
- D. The part time position of Field/Administrative Support/Financial Administrator is a salaried position of approximately 20 hours per week. The Financial Administrator position is approximately 10 hours per week. These hours will be scheduled by mutual agreement between this part time employee and the ALF president, to ensure that there is no interference with her full-time position with another employer. The duties and work hours of this part time employee will be fully reviewed by the employer, the part time employee, and the union upon request of either party.

ARTICLE XIII

HEALTH AND SAFETY

- A. The Employer recognizes its responsibility to provide a safe and healthy workplace and healthy workplace. It further recognizes the right of an employee to refuse to accept an assignment, which the employee has reason to believe is hazardous or is performed under hazardous conditions.
- B. The Employer agrees to provide each employee with a chair that meets ergonomic design guidelines mutually agreed upon by the Union and the Employer.

ARTICLE XIV

SICK LEAVE

A. Each full-time employee shall be entitled up to ten (10) days sick leave in each calendar year. Sick leave shall be earned at the rate of .8 days per month. Employees can accumulate sick leave days up to 40 days.

B. Sick leave days may be used for the personal illness of the employee or for the illness of a member of the employee's immediate household or immediate family. The Employer may require medical documentation for any sick leave usage in excess of three (3) consecutive days.

ARTICLE XV

JURY DUTY

Any employee required to serve on a jury shall receive his/her regular wages, but will relinquish any compensation from the courts to ALF.

ARTICLE XVI

BEREAVEMENT LEAVE

Employees shall be entitled to three (3) days paid leave in the event of a death in the immediate family, including spouse, spouse-equivalent, parent, grandparent, child, grandchild, brother, sister, parent-in-law, sister-in-law, or brother-in-law, son-in-law, daughter-in-law) aunt, uncle, cousin, or other relation residing with the family. This leave may be extended to five (5) days under extenuating circumstances, with approval of the President.

ARTICLE XVII

PARENTAL LEAVE

Employees who become parents, either by birth or adoption, shall be entitled to 6 weeks paid leave upon the birth or adoption of the child.

Article XVIII

Education

A. Employees who have been employed by ALF for six (6) months may be granted (5) days each year of paid education leave subject to the approval of the President. The costs and expenses associated with the leave will be borne by the employee unless otherwise approved by the ALF.

B. Members shall be reimbursed for the costs of taking courses or training, including books and fees, which may be of benefit to both them and the WNY ALF. The amount of reimbursement shall be based on the following:

C or better	100%
Pass/Complete	100%
Below C	50%
Incomplete/Fail	0%

Advanced notification of and approval by the WNY ALF president for the prescribed training or courses must be obtained by the member in order to qualify for such reimbursement.

ARTICLE XIX

HOLIDAYS AND PERSONAL DAYS

Full-time employees shall receive the Holidays and Personal days in accordance with A and B below.

A. The following days shall be celebrated as paid holidays:

New Year's Day
Martin Luther King Day*
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day*
Columbus Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve-Full Day
Christmas Day
New Year's Eve-Full Day.

B. Where any of the holidays listed above falls on a regularly scheduled day off, it will be celebrated on the day designated for that purpose by New York State.

**It is understood that employees may be expected to work on these holidays. In the event an employee works these or anyone of the above holidays they shall take a day off at their convenience in lieu of the actual holiday.*

C. Each employee shall be permitted four (4) personal days during a calendar year, taken with the approval of the Employer.

D. Part-time employees shall receive 13 paid personal days to be used in the event of holidays, vacation, personal needs or illness. As such, part-time employees may receive full pay for time they are off of work up to 13 days per year. Any unused time will be paid to the employee at the end of their anniversary year.

ARTICLE XX

VACATIONS

A. All full-time regular employees shall be entitled to paid vacation leave in accordance with the following schedule (accruals will be available in the month following the month in which they were earned):

1 year	2 weeks (6.75 hours/month)
1-2 years	3 weeks (10 hours/month)
3-4 years	4 weeks (13.25 hours/month)
4 plus years	5 weeks (17.7 hours/month)

Accrued unused vacation from the previous anniversary year can be carried over to the next anniversary year for a maximum of 150% of current year accruals (for example an employee with 6 years of service can carry over 100 hours (2.5 weeks) of accrued unused vacation to following year for a maximum accrual of 300 hours (7.5 weeks). Any vacation accrued beyond the 150% accrual maximum will be forfeited. The employer shall cooperate in insuring that employees are able to take their accrued vacation within the anniversary year.

B. Employees who separate from employment for any reason shall receive their accrued vacation paid to them within two weeks of their separation.

ARTICLE XXI

UNPAID LEAVES OF ABSENCE

A. Each employee may apply for a leave of absence of as long as twelve (12) months for personal reasons at the discretion of the President, subject to review by the grievance procedure. Such requests shall be deducted from service credits for purpose of seniority, vacation and sick leave time.

B. An employee elected or appointed to full time employment as a representative for the International or Local Union, shall be placed on a leave of absence without loss of seniority for up to three (3) years. Such appointment or election can be extended through written request for as long as such employee remains in such Union employment. All benefits will be discontinued during such leave of absence except for length of service, which shall be accumulated, provided that such employee resumes regular duties within ninety (90) days of termination of such Union employment.

C. Parental Leave

Employees who become parents, either by birth or adoption, shall be entitled to use all appropriate accumulated leave time (including sick time accruals), in addition to the paid Parental Leave defined in Article XVII. They are also entitled to six (6) months child care leave without pay. Such leave may be renewed for an additional six (6) months. The ALF agrees to extend the provisions of the Family and Medical Leave Act (FMLA) to all employees covered under this Agreement. All medical benefits will be continued for ninety (90) days during such leave.

ARTICLE XXII

WAGES

Full Time Organizer-Starting Salary	\$47,476 per annum
1 Year Anniversary	\$50,367 per annum
2 Year Anniversary	\$53,434 per annum
Full Time Senior Organizer-June 1, 2022	\$64,453 per annum
June 1, 2023	\$66,387 per annum
June 1, 2024	\$68,379 per annum
Part Time Financial Administrator	
June 1 2022	\$26.63 per hour
June 1, 2023	\$27.43 per hour
June 1, 2024	\$27.43 per hour

Employees may also be eligible for annual merit increases, based on available funding and periodic performance reviews.

Annual end of year payments to be given to each member of unit on or about December 15th.

Full-time Employees-\$1200

Part-time Employee-\$500

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. Full Commitment of Parties

This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. Savings Clause

If any provision of this Agreement shall be determined to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect. If such provisions exist which are contrary to law, agreement shall be reached between the Area Labor Federation and the Union in order to alter said section(s) in order to provide the benefit(s) according to the intent of the parties.

C. 401K shall apply to regular full-time employees:

The Employer will create a 401 K Plan through America's Family Benefit Fund.

1. The employer will pay the set-up cost, if any.
2. The employer will pay annual administrative fees (not to include any personal employee account fees)
3. The employer will pay to maintain the 1-800 numbers.
4. The employer shall contribute 5% of the employees' salary into the 401K plan.
5. The employer will match up to an additional 3% of the employees' salary into the 401K plan.
6. The employees shall be allowed to make additional pre-tax contributions through payroll deduction.

D. HEALTH AND WELFARE shall apply to regular full-time employees.

The employer shall provide single or family plan health insurance at no cost to the employee should the employee not have insurance through another source. Should the employee be able to secure insurance through another source, but has to share in paying the cost of that insurance, the employee and the employer may mutually agree to enter into an agreement to compensate the employee for the reasonable cost of that insurance plan.

Full time employees shall be covered by the BlueCross BlueShield of Western New York HMO 110 Plus health care plan.

At any time during the life of this Agreement, either the employer or the union may initiate discussions on changing the specific health care plan that covers the full-time employees and changes may be made by mutual agreement.

The employer shall pay for the cost of a \$100,000 term life insurance policy for the term of the agreement with a cost of no more than \$1,000 per year. The cost is expected to be closer to \$450.00.

E. Car Allowance: The full-time Organizers who are required to use their vehicles on a day-to-day basis to attend meetings throughout the jurisdiction of the WNY Area Labor Federation shall receive a monthly car allowance of **\$575.00** for the first year of this contract. Effective June 1, 2023, this shall increase to **\$600.00** per month. Effective June 1, 2024 this shall increase to **\$625.00** per month. This shall be all inclusive of automobile expenses including, car payment, gas, insurance, oil changes, maintenance etc. It shall exclude tolls and parking.

Part-time or temporary employees, or Full Time Organizers who travel outside of Erie and Niagara County, shall be reimbursed mileage at the IRS maximum allowable rate for necessary travel.

Reimbursed expenses: The employees shall submit vouchers with receipts for reimbursements for expenses associated with their work such as tolls, parking, office supplies etc.

Parking at the primary work site, i.e. Tri-main Center shall be provided without cost to the employees.

F. **Full Time** Employees who are required to have cell phones shall have them supplied by the ALF at no cost to the employee. Upon leaving WNY ALF employment, employees will be able to transfer the phone number to a personal account. **The Part Time Financial Administrator shall be reimbursed \$50 per month for the usage of her personal cell phone.**

G. Publication -Copies of this Agreement shall be provided to the parties of interest.

Article XXIV

TERM OF AGREEMENT

This Agreement shall remain in force from **June 1, 2022 up to and including May 31, 2024** and shall automatically renew itself from year to year thereafter unless either party notifies the other of its intent to terminate prior to the expiration date of the initial termination of this Agreement or no less than sixty (60) days prior to the termination of any renewal of this Agreement.

A handwritten signature in blue ink, appearing to read 'P. De Jesús', written over a horizontal line.

Peter De Jesús Jr.
President
WNY Area Labor Federation

A handwritten signature in blue ink, reading 'Robert J. McLennan', written over a horizontal line.

Robert J. McLennan
WNY Business Agent
OPEIU Local 153