

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL
153, AFL-CIO**

And

UNITE HERE,

October 1, 2021 - September 30, 2024

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AGREEMENT

THIS AGREEMENT entered into as of October 1, 2021 between the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, of the AFL-CIO, hereinafter referred to as the "UNION;" and

UNITE HERE International Union hereinafter referred to as UNITE HERE.

WHEREAS, the parties hereto desire to cooperate in establishing conditions which 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 as follows:

ARTICLE 1 COVERED EMPLOYEES

1.1 This Agreement shall cover all full-time and regular part-time office employees, as described in Appendix A, including any new job classifications added to the bargaining unit by mutual agreement.

1.1.1 A "full-time employee" is defined as one who works thirty five (35) hours or more per week as a regular employee, excluding students who work after or before daytime school hours, and retired persons.

1.1.2 "Regular part-time employees" are those employees who routinely work less than 25 hours per week and do not have a regular schedule.

1.1.3 Employees who work less than 25 hours per week are not entitled to any paid time off.

1.2 "Executives" and professional staff other than those described in Appendix "A" are exempt from the terms of this Agreement. The term "Executive" as used herein shall be defined as one who is empowered to hire and discharge employees or one who has charge of and is chiefly responsible for a department. However, no employee shall be classified as an Executive for the purpose of evading the terms of this Agreement.

1.3 New employees shall undergo a trial period of six (6) months, which may be extended by thirty (30) day period by agreement of the Union and the Employer with the possibility of an additional 30 days extension; except trial periods for new employees hired as Level 1 position shall be nine (9) months unless extended by agreement of the Union and the Employer. The Employer will provide a written evaluation to each probationary employee prior to three (3) months of employment. The Employer shall have the right to discharge new employees at any time during such trial period, including any extensions thereof, if, in the judgment of the Employer,

such employee is not qualified for position. A new employee who is retained by the Employer beyond the trial period will be considered a permanent employee.

1.4 The Employer may employ a temporary worker or workers for a period of three (3) months. The consent of the Union must be secured for an extension of this period; otherwise, at the end of the three-month period, the employee shall be considered a permanent employee. The union must be notified in writing when a temporary worker is hired.

ARTICLE 2 UNION RECOGNITION

2.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for its non-confidential office employees.

2.2 The Employer agrees that it shall be a condition of employment that employees become and remain members in good standing of the Union.

2.3 The Employer shall deduct from the wages of each Union member who shall submit a voluntary authorization card, union dues, as defined in the Constitution or Bylaws of the Union, in accordance with the amounts certified by the Union to be due from such employee.

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

2.5 All present employees of the Employer who are members of the Union on the date of this Agreement shall remain members of the Union during the life of this Agreement. All present employees, and all employees subsequently hired, who are not members of the Union shall become members of the Union on the 31st day after the commencement of their employment or after the date of this Agreement, whichever date is later, and shall remain members of the Union during the life of this Agreement.

2.6 Members of the Union shall be permitted to use the Union Label.

2.7 If requested, the Employer shall supply to the Union, with respect to each covered employee as of the date of this Agreement, salary, sex, date of birth, social security number, address, date of hire in a bargaining unit position, and job classification. The same information shall be supplied for each new employee hired after the date of this Agreement, by the first of the month next succeeding the satisfactory completion of the new employee's trial period. Thereafter, during the life of this Agreement, the Union shall be notified monthly of all salary changes, promotions, transfers and terminations of employment for whatever reason, which have occurred during the preceding month.

2.8 The Employer shall deduct from the wages of any employee who shall

submit a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) campaign. Such voluntary contribution shall be forwarded to the Union office monthly, by check, payable to "Voice of the Electorate."

ARTICLE 3 DISCHARGE AND SUSPENSION

It is hereby agreed that the Employer has the right to discharge or suspend any employee for sufficient and reasonable cause. The Employer agrees to advise the Union by notifying the Chief Shop Steward and Business Agent of any discharge or suspension, followed by a written notice.

UNITE HERE shall adhere to the principles of progressive discipline where appropriate (verbal warning, written warning, suspension, discharge), but reserves the right, depending on the severity of the offense, to impose more serious discipline if warranted under the circumstances.

Verbal warning to stay in employee's personnel file for a maximum of nine (9) months.

ARTICLE 4 SENIORITY AND LAYOFF

4.1 For all purposes in this agreement, seniority is measured from date of hire in a bargaining unit position by UNITE HERE, its predecessor unions or its affiliates. No employee covered by this agreement shall lose his/her seniority because of interdepartmental transfer. The Union will designate two (2) Stewards, the Chief Shop Steward, the Assistant Chief Shop Steward or the Steward that is in an acting capacity for one of the two positions, which will have super seniority for the purposes of layoff only.

4.2 In the event the Employer determines that a reduction in bargaining unit positions is necessary, layoff shall be by seniority within the same job classification within the office that employs the employee, provided the employee retained is qualified to perform the work. A laid-off employee can bump the lowest seniority employee in the same job classification within the office that employs the employee, provided that the laid-off employee is qualified to perform the particular work. If there is no other employee in the same job classification, then the laid-off employee can bump the least senior employee at the same level within the office that employs the employee, provided that the laid-off employee is qualified to perform the particular work. An employee shall be recalled by seniority within his/her job classification within the office in which he/she was employed. Should such a vacancy occur, prior to posting the position, the Employer will send a notice of recall by certified mail to the last known address of the employee on the recall list, starting with the employee within that job classification with the greatest seniority who is qualified to perform the work. The employee will have ten (10) business days to respond to the Employer regarding his/her decision about the notice of recall.

4.2.1 Employees in their probationary period shall be laid off first.

No temporary or part-time worker or intern shall be retained if an employee capable of doing the job is to be laid off.

4.2.2 No employee shall be laid off without two weeks' notice to the employee and to the Union in writing.

4.3 In the event an employee employed at least one year is permanently laid off, such employee shall receive severance pay in the amount of one week's pay for each year of service up to a maximum of twenty (20) weeks' pay; provided however, that an employee who is discharged for just cause, retires under the staff retirement plan or quits is not entitled to severance pay. Any employee receiving severance pay shall be deemed terminated. To be eligible for severance, an employee must execute a General Release provided by the employer. Any employee shall be deemed terminated if they are laid off for a period of more than twelve (12) months except for those covered by the current pandemic MOU language which gives all laid off employees up to 3 years of recall based on the following scale

- In the first 2 years, employees are eligible for severance and recall
- After 2 years and up to 3 years, they can be recalled without severance

4.4 UNITEHERE shall continue to provide health insurance to laid off employees for a maximum period of six (6) months following their lay off in accordance with the schedule below:

- Employees with six (6) months of seniority but less than one (1) year shall receive health insurance for a period of two (2) months following their layoff.
- Employees with one (1) year of seniority but less than two (2) years shall receive health insurance for a period of three (3) months following their layoff.
- Employees with two (2) or more years of seniority shall receive health insurance for a period of six (6) months following their layoff.

4.5 No notice of layoff may be given during an employee's vacation period or during the two weeks preceding such vacation period.

4.6 There shall be no layoff in any department within the particular job classification in which a vacancy exists or where any temporary employee is currently employed.

4.7 Any employee that takes a lower paying position in lieu of layoff shall be grandfathered to his/her higher wage.

ARTICLE 5 HOURS OF WORK

5.1 Thirty-five (35) hours from Monday through Friday shall constitute a full week's work. Work in excess of seven (7) hours in any one day, or in excess of thirty-five (35) hours in any one-week, or performed on Saturday or Sunday or a holiday named in Article 8.1, shall be deemed overtime work. However, with respect to employees who regularly work less than thirty-five (35) hours per week, only work in excess of thirty-five (35) hours shall be deemed overtime work. Overtime payments apply only to full-time employees.

5.1.1 Flexible time is available. Requests for flexible time will be worked out and agreed upon, between directors or managers and employees. Any flexible time arrangement must be agreed upon by both parties and is not subject to arbitration. Flexible time must be given by seniority if possible. Overtime shall only be earned after the agreed-upon daily schedule has been worked, or thirty-five hours have been worked in a week. When working other than a five day work week, the Employer will meet with the union to discuss the implications.

5.1.2 In calculating the use of sick leave, vacation leave and personal leave by employees working flexible work schedules, the basis of the calculation shall be the number of scheduled work hours for the specific day when such leave is taken.

5.2 Payment for overtime work shall be computed at the rate of time-and-one half the regular rate of pay, except that work performed on Sunday and holidays named in Article 8.1 shall be paid at double the regular rate of pay in addition to the regular weekly salary. All monies due for overtime shall be paid at the same time regular weekly salaries are paid, and no more than one week's accrual of overtime monies due shall be permitted at any time.

ARTICLE 6 - SALARIES

6.1 All employees covered by this contract will be classified by the attached system of job classifications agreed to by the Union and UNITE HERE (See Appendix A1 attached).

6.2 Effective the first Monday of November 2021, increase rate of each worker by \$60 per week.

Effective the first Monday of January 2022, increase rate of each worker by \$60 per week.

Effective the first Monday of January 2023, increase rate of each worker by \$40 per week up to the maximum (See Side Letter)

Effective the first Monday of January 2024, increase rate of each worker by \$40 per week up to the maximum (See Side Letter)

Increase minimums by \$3,000 and maximums by \$2,000 effective November 2021

Increase minimums by \$1,000 for 2022, \$3,000 for 2023, \$2,000 for 2024 and maximums for \$1,000 for 2022, 2023 & 2024.

When implementing the raises and the increased minimums, the raise will be applied first and then the salary will be compared to the new minimum. Should the salary still be below the minimum after the raise, the salary will be raised to the minimum.

6.3.1 Employees whose salaries are less than the maximum rate for their level shall receive progression increases as set forth above, or such lesser amount as will bring the salary to the maximum rate. Once employees reach the maximum rate for their position, they will no longer receive progression increases but will continue to receive the annual contract increase.

6.3.2 Salary progression increases shall be based on the new maximum rate.

6.3.3 The Employer reserves the right to grant a progression increase ahead of schedule to any employee whose salary is below the relevant maximum.

6.4 For employees the maximum job classification rate shall remain the same for the duration of this collective bargaining agreement.

These progression increases are based on months of active service and do not include leaves of absence but do include COVID-19 layoffs and temporary transfers to other labor organizations due to COVID-19.

6.5 All employees shall have the opportunity for direct deposit of their paychecks.

ARTICLE 7 - PAID VACATIONS

7.1 Newly hired full-time employees accrue one day per month up to a maximum of ten (10) days per calendar year until the January 1 after the first anniversary of employment.

7.1.1 Beginning January 1 after the first anniversary of employment, full-time employees are entitled to receive three (3) weeks' vacation with pay per year. Between the first anniversary of employment and the following January 1st, employees receive a pro-rated portion of three (3) weeks of vacation.

7.1.2 Full-time employees who have worked for the Employer for seven (7) years or more are entitled to receive four (4) weeks' vacation with pay per year.

7.1.3 Full-time employees who currently have a fifth week of vacation accrual will be grandfathered and shall not have their current benefits reduced.

7.1.4 Eligibility for paid vacation is based upon length of employment with UNITE HERE or its affiliates.

7.1.5 In the event the Employer grants improved vacation benefits to Staff employees (other than employees covered by this Agreement) after the effective date of this agreement, then the employees covered by this Agreement shall receive such benefits as of the same date and under the same conditions.

7.2 Scheduling

7.2.1 The dates during which the paid vacation is taken must be mutually agreed upon by the staff member and his or her supervisor. UNITE HERE shall endeavor to comply with the staff member's request for vacation time consistent with the operational demands of the organization, but the supervisor's decision to deny requested vacation shall not be subject to arbitration unless the supervisor's denial is arbitrary and capricious. Request for concurrent vacations which cause undue staffing or scheduling problems shall be honored in order of the employee's seniority, to the extent consistent with operational requirements, but the supervisor's decision to deny requested vacation shall not be subject to arbitration. Permission to take vacation shall not be unreasonably denied.

Employees must request time off using the system of record and receive advance approval from their Lead prior to use vacation. Further, employees must comply with additional recordkeeping procedures required by their department or division.

7.2.2 Vacation calculation and accrual shall be on a calendar year basis. An employee may carry over up to a maximum of 1 year's accrued vacation from one calendar year to the next. To the extent allowed by law, employees shall cease to accrue any further vacation once they have two years in their vacation bank. In no event can an employee accrue more than 2 years' worth of vacation

7.2.3 In the event that such a paid vacation period includes any paid holiday to which a staff member is entitled, the staff member will receive an additional day off with pay for each such holiday involved.

7.3 Vacation Paid at End of Employment

Employees whose employment with UNITEHERE is terminated, and who have not taken their accrued paid vacation preceding that termination, are entitled to vacation pay in lieu of vacation. Vacation pay shall be pro-rated based on the portion of the year worked in the calendar year in which the termination occurs in addition to any approved, accrued vacation carried.

7.4 Any employee who becomes hospitalized while on vacation will be allowed to take that part of interrupted vacation at a later date as scheduled. In the case of a serious illness where the employee is not hospitalized, an employee may discuss with his/her Director or Manager taking that part of interrupted vacation at a later date as scheduled, but a decision to deny will not be subject to arbitration.

ARTICLE 8 - PAID HOLIDAYS - PERSONAL DAYS

8.1 Each calendar year, UNITE HERE shall provide to the employees covered by this Agreement the following paid holidays:

New Year's Day
Martin Luther King's Birthday
President's Day (Washington's Birthday)
Good Friday
Memorial Day
July 4th
Labor Day
Columbus Day / Indigenous Peoples' Day
Thanksgiving Day
Friday following Thanksgiving
Christmas Day

When Christmas Eve and New Year's Eve fall on a weekday, they shall be additional paid holidays, but not when either falls on a weekend.

Local 153 – OPEIU and UNITE HERE agree to form a joint committee to review recognition of Juneteenth as a holiday. The committee shall have an initial meeting within 60 days of the ratification of this contract. UUHS and the Black Leadership Group will be invited to participate.

8.1.1 Holidays in the above list which are Federal Holidays will be taken on the day federally observed; otherwise, any holidays falling on a Saturday will be observed the preceding Friday, and holidays falling on a Sunday will be observed the following Monday, unless mutually agreed otherwise among the parties.

8.1.2 Should any holiday set forth in Article 8.1 above be observed during an employee's vacation, then said employee shall not be charged a vacation day and is not required to enter the request into the using the system of record.

8.2 Personal Days.

Each employee shall be entitled to five (5) personal days with pay in each calendar year. A personal day may be taken for any reason whatsoever. It shall be scheduled in advance upon mutual agreement by the Employer and the employee and once scheduled shall not be cancelled except in an emergency. In an emergency, the supervisor may agree to grant a personal day without advance notice, but a decision to deny the unscheduled personal day shall not be subject to arbitration.

A personal day may be taken only during the calendar year in which the employee is entitled to such day, may not be accumulated or carried over to other calendar years and shall not be compensated for if not used. During the first year of employment, a worker will be eligible for two (2) personal days after completion of sixty (60) days and three (3) additional personal days after completion of one hundred eighty (180) days.

8.2.1 –Employees must request time off using the using the system of record and receive advance approval from their Lead prior to use personal days. Further, employees must comply with additional recordkeeping procedures required by their department or division.

8.3 If an Employer closes its office on a day not listed above as a paid holiday, then its employees shall receive their regular rate of pay for the day.

ARTICLE 9 PROMOTION AND TRANSFER

9.1 Vacancies and promotions shall be filled from among employees of the particular employer, including employees on a recall list, wherever possible, and shall be filled on the basis of qualifications and seniority. If qualifications are equal, seniority shall prevail.

9.2 Postings:

The Union and the Chief Shop Steward shall be given copies of all postings for vacancies within the bargaining unit. All job vacancies shall be posted by the Union for ten (10) workdays by e-mail and/or on bulletin boards in all locations where there are bargaining unit employees covered by this agreement. The postings shall indicate the start and end of the posting period and the person to be contacted to apply for the position. Employees must notify the designated person on the posting within the posting period in order to be considered for the position.

9.3 A change in the type of work performed by an employee the majority of his/her time on a regular basis shall be deemed a promotion when the change is to a higher level within the job classification system included in this agreement. The assignment of an employee to work of another type for the purpose of training the employee to learn the work of such new job, or for emergency coverage, temporary coverage, and/or vacation coverage, shall not be deemed a promotion in and of itself. If an employee is transferred to a position elsewhere in the collective bargaining unit which is at the same or lower level as the current job classification, such transfer shall not be deemed a promotion, but neither shall the employee's rate of compensation be reduced thereby.

9.4 Upon receiving a promotion to a new classification, the employee will receive the greater of; (1) a \$3000 per year increase in their annual salary, or (2) the starting rate for the new classification. Employees shall also be eligible for all normally scheduled wage

increases. If the employee's services are not satisfactory in the new position and the promotion is cancelled within the probationary period, then the employee shall return to the former position and shall continue to receive the former salary. The probationary period shall be three (3) months. The probationary period may be extended by mutual agreement between the Employer and the Union.

9.5 No employee shall suffer any reduction of wages because of change in work performed.

9.6 Job Descriptions:

The Employer agrees to provide each employee with a current copy of his/her job description when hired, promoted, or transferred, or if a job is materially changed. The Employer will provide the Union with copies of current job descriptions upon request.

9.7 New and Changed Positions

9.7.1 It is recognized by the parties that the business needs of the Employer may require changing current job classifications or developing new ones.

9.7.2 If the Employer determines the need to establish a new job classification, the Union shall be notified in writing prior to the implementation or posting of the position and be given an opportunity to meet and confer with the Employer. Should the parties disagree with the level determined by the Employer, the Union may file a written grievance at Step 2 of the grievance procedure referenced in Article 18 of this agreement within five (5) working days of the Employer's written response from the meeting referenced above.

9.7.3 Should a bargaining unit employee assert that there has been a material change in his/her job classification, the employee and the Union representative will submit the request for reclassification in writing to the appropriate department head. A material change in a job occurs if there is a significant increase in the responsibilities of the job or if the work currently being performed demands a significantly increased level of experience, education or training than had previously been required. An increased volume of work does not constitute a material change. The Employer shall meet with the employee and Union representative within ten (10) workdays of receipt of the request for reclassification. Should the parties disagree as to the level or classification of the job, the Union may file a grievance on behalf of the employee at Step 3 of the grievance procedure in Article 18 of this agreement within fifteen (15) workdays from the Employer's written response to the reclassification request.

ARTICLE 10 - RETIREMENT BENEFITS

10.1 All employees covered by this agreement will be given the option of participating in a tax-deferred income plan (such as 401(k)).

10.2 Retirement benefits shall be provided to eligible Employees in accordance with the provisions of the UNITE HERE International and Locals Pension Fund, to include all changes as adopted by the Board of Trustees of the Fund. The Employer agrees to pay any increase in contributions required by the Fund during the term of this Agreement.

Employees shall continue to be covered by the existing pension plan under the UNITE HERE International and Locals Pension Fund (UHILPF). In the event that UNITE HERE leaves the existing UHILPF the parties agree that employees shall be covered under a new plan necessitated by that separation.

Immediately upon bargaining unit members leaving coverage of the current pension plan, they will be entered into a plan with a benefit structure that is substantially similar to the UHILPF plan. All time worked prior to any new plan shall be time worked for the purposes of vesting or pension credits.

ARTICLE 11 - HEALTH BENEFITS

11.1 No contributions shall be required from employees for health insurance premiums for the life of this Agreement. Benefits shall commence the first of the month following 30 days of employment.

11.2 All bargaining unit employees shall be covered by the same health plan currently in effect for non-bargaining unit employees.

11.3 UNITEHERE shall provide transgender healthcare benefits.

11.4 The Employer shall maintain an EAP which will include assessment, short-term counseling, referral and follow-up. Such services include conducting mental health and substance abuse evaluations and supporting employees and their family members on a wide variety of issues such as stress, anxiety, depression, substance abuse/addiction, family/marital/children's issues, child/elder care and legal and financial difficulties.

11.5 Life insurance for all active employees is based on 3X annual salary.

11.6 The Employer agrees to maintain the 401k plan for the life of the Agreement. It is understood that the change of providers does not constitute a violation of this section.

ARTICLE 12 - HEALTH AND SAFETY

12.1 The Employer recognizes its responsibility to provide a safe and healthful workplace.

12.2 Where computer monitors (CMs) are used, the Employer shall provide each employee who works at a CM with a work station, including furniture and lighting that meets ergonomic design guidelines mutually agreed upon by the Union and the Employer. The Employer agrees to replace or correct existing work stations, if necessary, as rapidly as is economically feasible.

12.2.1 If other work is available, an employee working at a CM shall be assigned to such other work for 15 minutes every two hours. If such other work is not available, an employee working at a CM shall receive break relief time, not to exceed 15 minutes every two hours. An employee working full time at a CM shall not be reassigned to other work, as specified in the preceding paragraph, but shall receive break relief time, not to exceed 15 minutes every two hours.

12.2.2 The Employer will arrange for an annual safety inspection of computer monitors as well as when equipment or work station is changed.

12.2.3 In accordance with NYS Hero Act the parties agree to form a joint labor-management safety committee.

ARTICLE 13 - SICK LEAVE - PREGNANCY-RELATED SICK LEAVES AND PARENTAL LEAVE

13.1 Effective January 1, 2004 and each January 1 thereafter, employees accrue paid sick days for use for illnesses lasting eight (8) calendar days or less, according to the following schedule. Newly hired employees accrue one (1) paid sick day every two (2) months until the January 1 following the date of hire. On the January 1 following the date of hire, employees accrue eight (8) paid sick days. On the January 1 following the fifth anniversary of hire, employees accrue ten (10) paid sick days a year. A maximum of eight (8) unused sick days may be carried over into the next calendar year to a maximum of eighteen (18) days accrued.

Where there are state or local laws which require a different accrual process for new hires and / or annual carryover, UNITE HERE will comply with any applicable laws or regulations.

The requirements of the Chicago Paid Sick Leave Ordinance are hereby explicitly waived for members of the bargaining unit.

13.1.1 Unused sick days will not be paid to an employee upon termination.

13.1.2 After three (3) days or after frequent short-term absence, UNITE HERE may require proof of illness from an employee seeking sick leave benefits. Employees shall be permitted to use sick days in order to care for a sick family member. Sick days may be used for the employee's own injury or illness, the employee's own medical appointments or the injury, illness, or medical appointments of a family member. Covered family members are the employee's spouse, domestic partner, child/stepchild, parent/stepparent, parents in law and grandparent/child. Sick days can be booked in advance for appointments. Legitimate use of paid sick days for reasons set forth above shall not be counted as an unauthorized absence under the Employer's Time and Attendance Policy.

13.1.3 Notwithstanding any restriction to sick leave use, an employee shall be entitled to use eight (8) paid sick days to care for seriously ill dependent individuals as defined by the Family Medical Leave Act. If the employee is absent for three or more consecutive days, s/he shall, upon return to work, furnish medical proof of such illness. Sick leave taken to care for dependents will be deducted from the accumulated sick leave.

13.2 Employees shall be entitled to short-term disability leave for illnesses lasting more than eight (8) calendar days.

13.2.1 On the first (1st) anniversary of employment until the second (2nd) anniversary of employment, employees shall be eligible to receive a benefit of 50% of salary for the first 26 weeks of disability.

13.2.2 On the second (2nd) anniversary of employment until the third (3rd) anniversary of employment, employees shall be eligible to receive a benefit of 75% of salary for the first thirteen (13) weeks and 66 2/3% of salary for the second thirteen (13) weeks

13.2.3 On the third anniversary of employment, employees shall be eligible to receive a benefit of 100% of salary for the first thirteen (13) weeks and 75% of salary for the second thirteen (13) weeks of disability.

13.2.4 On the eighth anniversary of employment, employees shall be eligible to receive a benefit of 100% of salary for the first twenty-six (26) weeks of disability.

13.2.5 Any disability payment under state / provincial law should be remitted to UNITE HERE.

13.3 After completion of three (3) years of employment, employees become eligible for long-term disability for illnesses lasting longer than 26 weeks.

13.4 Employees who require sick leave shall notify the Employer as soon in advance as is practicable. The notification shall include the date the required leave is expected to begin and the date of anticipated return from leave. Any employee

requiring disability leave shall comply with the medical certification process established by the disability insurance company.

Employee must record sick time with a reasonable time, using the using the system of record. Further, employees must comply with any additional recordkeeping procedures required by their department or division.

13.5 Short and Long - term disability shall be provided by an insurance company under a plan to be made available to employees. The insurance company administering the plan shall determine eligibility for disability benefits, unless the employee resides in a state or province with a mandatory short-term disability program

13.6 Employees who become disabled before they become eligible for disability leave may request an unpaid leave of absence.

13.7 Health insurance contributions for employees on approved disability leave shall be maintained for a period not to exceed a maximum of 12 months in accordance with the following schedule:

- Employees with more than one (1) but less than two (2) years of employment shall be entitled to health insurance contributions for the first three (3) months of disability
- Employees with two (2) but less than five (5) years of employment shall be entitled to health insurance contributions for the first six (6) months of disability.
- Employees with five (5) or more years of employment shall be entitled to health insurance contributions for the first 12 months of disability.

13.8 If an employee is on paid or unpaid sick leave or disability leave on January 1 and returns to work during the calendar year, the employee will receive credit for vacation and sick days for that calendar year according to his or her seniority.

13.9 This section shall comply with Family & Medical Leave Act (FMLA) and FMLA leave shall run concurrently with any paid or unpaid sick leave. This section shall comply with other state and local laws as applicable.

13.10 (a) An employee is eligible, upon his/her written request, for up to six (6) months of paid and unpaid leave within the first year after the birth or adoption of a child. Ten (10) weeks of parental leave shall be paid for the employee, which shall include disability pay, holidays and any accumulated paid sick leave. The employee may add up to another three (3) weeks of paid vacation to the ten (10) weeks, for a total of thirteen paid weeks. The six months' paid and unpaid parental leave shall include the period covered by the pregnancy related disability leave, all of the paid parental leave and other paid leave taken. During the unpaid portion of such leaves, medical coverage will be continued, but there will be no accumulation of employment credits for vacation, sick leave, seniority or retirement. If an employee is on paid or unpaid leave or

disability for six months or more, upon their return, the employee will receive a pro-rated portion of their vacation and sick days for that calendar year according to their seniority.

(b) During this period there will be no accumulation of employment credits for seniority, vacation, retirement or any paid time off (except for that which is extended during the period of sick leave or disability).

13.11 During the six month leave period, the employee may return to work part-time, if the employee's supervisor deems that it is consistent with the proper functioning of the Department. During this period of part-time work, medical coverage shall be continued, and employment credits shall accrue in proportion to the time worked. Upon written request by the employee to the Employer, the employee may use accrued vacation during this period of leave.

13.12 Pregnancy Related Sick Leave: Being unable to work due to pregnancy or childbirth will be treated in the same manner as a disability as described herein for payment and leave purposes

13.13 Health Care Crisis: In the event there is another health care crisis such as Covid 19, the leadership and Local 153 will bargain a new MOU and will enact all agreed upon language in the newly formed MOU based on the needs of a health care crisis, e.g., one extra week of sick leave, additional time off to care for family members, etc. The employer shall not unreasonably deny such requested time off during the pandemic.

Local 153 – OPEIU and UNITE HERE agreed to meet in 30 days after the ratification of this contract to review the COVID leave policy

ARTICLE 14 - LEAVES OF ABSENCE - MILITARY SERVICE - BEREAVEMENT LEAVE-JURY DUTY

14.1 Leaves of Absence. An employee may be granted an unpaid leave of absence for up to a maximum of six (6) months for personal reasons, at the sole discretion of the Employer. The Employer's consent shall not be unreasonably withheld. The Union shall have the right to grieve a denial, short of arbitration. During such leaves of a month or more, there will be no accumulation of employment credits for seniority, vacation, retirement, or similar benefits.

14.2 Physical Inability to Work

14.2.1 When an employee is unable to work because of a serious illness or an injury and does not qualify for disability leave, he or she may apply for a medical leave of absence for a period of up to six (6) months. The employee will have the option to take any combination of accrued sick leave, vacation leave, or leave without pay.

14.2.2 Employees who require a medical leave of absence shall notify

UNITE HERE as soon in advance as is possible. The notification shall include the date the required leave is expected to begin and the date of anticipated return from leave. Any employee claiming to be physically unable to work for any period must, on request of UNITE HERE, supply a certificate from her/his attending physician that the employee is physically unable to work and may be required to be examined by a doctor chosen by UNITE HERE. If the two doctors are in disagreement, they shall choose a third doctor whose determination shall be binding. The second and third opinions shall be at no cost to the employee.

14.2.3 No paid time off shall accumulate while on a physical inability to work leave. Upon return, employee will receive a pro-rated portion of their vacation and sick time.

14.3 Military Leave

In the event that an employee shall enter Military Service or be called to active duty, the Employer agrees that upon the discharge from Military Service, said employee, upon requesting re-employment within ninety (90) days after the date of discharge, 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 general increases which may have been granted to the remainder of the staff during the period of such service, and which increases are in effect at the time of re-employment. This clause shall not apply to one who has been hired during the period of emergency to take the place of an employee who has entered the service. Employees or their immediate family members inducted or call to active duty shall be granted leave and benefits as required by federal law.

14.4 Bereavement Leave

In the event of the death of a member of the immediate family of a covered employee, absence with full pay for five (5) days will be permitted. Bereavement days must be taken consecutively. Excess days will be charged against the employee's sick leave days. Immediate family for purposes of this section is defined as parents, parents of spouse or domestic partner, grandparents, grandparents of spouse or domestic partner, spouse or domestic partner, children, children of spouse or domestic partner, children for whom the employee has legal responsibility, brothers, sisters and brothers and sisters of spouse or domestic partner.

In the event of the death of a relative or close friend of an employee not considered immediate family, UNITEHERE will allow with due regard for UNITEHERE's operational needs, a maximum of three (3) days paid time off to attend the funeral with the express consent of the employee's supervisor. Use of accrued vacation or personal days for any additional days of bereavement leave beyond the allotted days will be permitted with supervisor's consent, which shall not be unreasonably withheld.

14.5 Jury Duty

Any covered employee who is called for jury duty will be paid full pay for the time he or she serves, provided that proof of jury duty service satisfactory to the employing entity is furnished, and the money received for serving on jury duty is paid over to the employing entity.

ARTICLE 15 EXPENSES AND EQUIPMENT

15.1 Necessary expenses incurred by employees while performing assigned duties shall be paid by the Employer. The Employer will provide reasonable advances for pre-approved expenses.

15.2 Necessary working equipment shall be supplied to all employees by UNITE HERE.

15.3 When an employee is required to work after 8:00 pm Monday through Friday or until 7 pm on Saturday or Sunday during daylight savings time or 6 pm Saturday or Sunday during standard time, UNITE HERE will reimburse the employee for reasonable cab fare or, at the Employer's discretion, will provide car service. An employee who uses his/her personal car for transportation when required to work after 8:00 pm shall be reimbursed for gas at the rate of 41 cents per mile, (to be adjusted each January in conformation with the IRS rate) tolls and parking.

ARTICLE 16 GENERAL CONDITIONS

16.1 In the event any employee resigns, the Employer, upon request, agrees to issue a statement as to the character of service rendered by the employee involved.

16.2 Should any Article of this Agreement be determined illegal by any judicial or legislative action; the remaining Articles shall continue to be operative and binding upon the parties hereto.

16.3 Except as necessarily modified by a provision of this Agreement, working conditions heretofore existing in any participating office shall continue, and are not intended to be lowered by any provision of this Agreement.

16.4 Provision shall be made for bulletin board facilities whenever so requested by Local 153.

16.5 The Offices will provide space at 275 Seventh Avenue for lunch.

16.6 Notice of merit increases will be given to Local 153 once every six (6) months.

16.7 Personnel Folders

All employees shall have access to their personnel folders if any such folders are in existence. The Employer agrees that any material withheld from the

employee's scrutiny shall not be considered valid in any future action affecting the employee. Employees shall have the opportunity to indicate agreement or disagreement with all material placed in their folders by initialing the same and shall have the right to receive copies of such material. If an employee has had no adverse evaluation material added to his/her personnel folder for a period of two (2) years, then all material of an adverse nature preceding such two (2) year period shall be destroyed.

16.8 The parties agree that the Union's duly designated stewards shall be permitted to conduct mutually agreed upon activities involving UNITE HERE and Local 153, such as collective bargaining negotiations, Workplace Relations Committee meetings and grievance meetings as set out in Article 18, during working hours, providing no operations of the Employer are impaired and the time is mutually agreed upon. Local 153 shall provide UNITE HERE with a list of designated stewards. Union membership meetings and other Local 153 membership activity shall be conducted outside of working hours.

16.9 UNITEHERE will advise Local 153 when UNITEHERE conducts the basic mandatory training.

16.10 Union Leave

16.10.1 The Employer agrees to grant an unpaid leave of absence of up to two (2) days a year for no more than four (4) Stewards, including the Chief and Assistant Chief Stewards, to attend steward training sessions offered by OPEIU, Local 153. In addition, the Employer agrees to grant an unpaid leave of absence to the Chief and Assistant Chief Steward for the purpose of attending the OPEIU Convention. Said leave of absence is to be granted for no more than one (1) week during any calendar year.

16.10.2 Shop stewards may take up to one hour's paid time, including travel, to attend up to one meeting a month which shall be held on the employee's own time. The number of Stewards attending these meetings will be limited to no more than four (4), including the Chief and Assistant Chief Stewards. UNITE HERE shall provide suitable meeting room space for this purpose, if Local 153 so requests.

16.11 Cash Deposits and Withdrawals

In the event an employee is required to go to the bank for the Employer, carrying cash, that employee, upon request, may be accompanied by a fellow employee.

16.12 Fair Employment Practices.

The Employer shall not discriminate against any employee because of race, religion, creed, color, national or ethnic origin, sex (including sexual harassment), age, gender identity, non-job-related handicap or disability, marital status, sexual

orientation or preference or citizenship status.

ARTICLE 17 - WORKPLACE RELATIONS COMMITTEE

17.1 The parties shall establish joint Workplace Relations Committees to discuss areas of mutual concern.

The initial Committee shall consist of four (4) people selected by the Employer and four (4) people selected by the Union. The first meeting shall be held within sixty (60) days of the ratification of this contract.

Thereafter, the Committee shall meet quarterly and either side has the option to propose additional meetings if mutually agreed.

17.2 The parties agree that education and training are vital to work quality and efficiency and overall staff morale. The Employer shall make every effort to provide in-house education and training to all employees. Integral to these efforts, the Employer and Local 153 shall encourage all employees to participate in UNITE HERE activities, including organizing campaigns, on a voluntary basis. The Employer shall consider tuition reimbursement for work-related study and for courses, which would facilitate career advancement within UNITE HERE or enhance job performance. Such reimbursement and time off for training shall not be unreasonably denied. The Workplace Relations Committee shall evaluate education and training requirements of bargaining unit staff, examine existing training opportunities and methods currently available to UNITE HERE staff, and make recommendations concerning staff training. These courses must be approved in advance by UNITE HERE.

17.3 The Employer shall encourage Directors and Managers to promote better communications between management and staff.

ARTICLE 18 GRIEVANCE AND ARBITRATION

18.1 If a dispute arises 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.

18.2 A grievance within the meaning of this Agreement shall be any dispute relating to wages, hours and working conditions or any dispute between the parties involving interpretation or application of this Agreement.

18.3 An aggrieved employee shall present his or her grievance within thirty (30) days of its occurrence or awareness of the occurrence by the employee or such grievance will be deemed waived by the Union and the Employer.

18.4 In the event of a grievance, the following steps shall be taken:

Step 1: The employee and/or Steward will submit a written grievance to the immediate supervisor within the time frame referred to in 18.3 of this agreement. The supervisor will meet with the employee and the Steward within five (5) workdays of receipt of the written grievance. The supervisor will

commit the response to the grievance in writing within five (5) workdays of the meeting and send copies to the employee and the Steward. If there is no satisfactory resolution of the grievance, the Steward shall submit the written grievance to the Director/Manager of the Department or Affiliate within three (3) working days of receipt of the Employer's written response at Step 1. If the immediate supervisor is the Director/ Manager of the Department or Affiliate, then the grievance may proceed directly to Step 3.

Step 2: The Director/Manager of the Department or Affiliate will meet within five (5) workdays of receipt of the written grievance with the Chief Steward and/or Assistant Chief Steward and the employee. The Director/Manager of the Department or Affiliate will respond in writing within five (5) workdays of the aforesaid meeting. In the event the grievance is not satisfactorily settled, the Steward will process the written grievance to Step 3 within three (3) workdays of the written response.

Step 3: The UNITE HERE President or designee shall meet with the Union Business Representative, the Steward and the employee within ten (10) workdays of the submission of the written grievance to Step 3. The UNITE HERE President or designee will submit a written response to the Union Business Representative with a copy to the Steward and the employee within five (5) workdays of the Step 3 meeting. Upon receipt of the written response the Union Business Representative may submit the matter to arbitration within fifteen (15) workdays with concurrent written notice to the Employer.

All time frames in 18.3 and 18.4 of this agreement may be extended by mutual agreement in writing between the parties. A grievance not timely initiated, filed or taken to the next step in the grievance procedure shall be deemed to be waived.

18.5 The arbitrator shall be Ralph Berger. Should the arbitrator resign, refuse to act or be incapable of acting or should the office of arbitrator become vacant for any reason, the dispute shall be submitted to Ralph Berger, the alternate arbitrator. In the event neither of the above referenced arbitrators are available, the parties shall mutually agree upon another arbitrator from the American Arbitration Association. The costs of such arbitration shall be shared equally by the parties.

18.6 The arbitrator shall have no power to add to or subtract from this Agreement, but shall rule only on interpretation of the existing Agreement.

18.7 The procedures set forth in this Article shall be the sole means of resolving differences, if any, between the parties.

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

ARTICLE 19 - TERMINATION AND RENEWAL OF AGREEMENT


19.1 This Agreement shall be in effect for a period beginning October 1, 2021 and ending at midnight on September 30, 2024, and for renewal periods of one (1) year thereafter, unless notice is given in writing by certified mail of a desire to modify the Agreement by either party sixty (60) days prior to the expiration of the Agreement.

On Behalf of Local 153 OPEIU



Pamela Modeste (Jan 25, 2022 15:01 EST)
Pamela Modeste Chief Shop Steward

Date Jan 28, 2022

On Behalf of UNITE HERE



Gwen Mills – Secretary-Treasurer

Date 01/21/22


Seth Lewis Goldstein (Jan 28, 2022 12:02 EST)
Seth Goldstein – Business Agent


Solangel Nunez (Jan 25, 2022 10:22 EST)
Solangel Nunez – Bargaining Committee


Eric Gomez (Jan 25, 2022 10:05 EST)
Eric Gomez – Bargaining Committee


Myra Hepburn (Feb 7, 2022 10:37 EST)
Myra Hepburn - Secretary Treasurer

Appendix A
Local 153 Job Classification Summaries

The following summaries serve as a guideline. In all cases, job descriptions supersede job summaries:

Level 1

Accountant

Requirements include a Bachelor's Degree (BA or BS) in accounting, general accounting knowledge and skills. Ability to use relevant computer programs.

Accountant (Political Reporting)

Requirements include a Bachelor's degree in Accounting, general accounting knowledge and skills. Must maintain knowledge of all applicable laws and regulations regarding campaign contributions.

Bookkeeper – Political Reporting

Sr. Dues Clerk -

Requirements include 3-4 years' experience in dues processing and analysis. Proven experience generating COGNOS reports and TIMSS. Proficient in Microsoft Office, especially Excel, Word and Outlook.

Sr. Dues – Bookkeeper Clerk

Sr. Membership Records Processor

SSC Accountant

Accountant A/R

Accountant A/P

Sr. BUL Processor

Level 2A

Senior Administrative Assistant

Requirements include ability to use a variety of Microsoft Office products. Proven experience for coordinating high volume of information and activities generated by Department. Ability to work independently.

Payroll Assistant

Requirements include College degree or on-the-job training in payroll practices. Knowledge of processing Canadian and US payrolls. Reliability in checking own

work to ensure accuracy

Sr. Reproduction Assistant

Level 2

Administrative Assistant

Requirements include ability to use a variety of computer programs, good writing skills, ability to assist Director in organizing the work of the Department. Must be able to work autonomously and take responsibility for following up on and completing assignments. Good interpersonal skills within Department and with field and others.

Administrative Specialist –

Requirements include ability to work autonomously and take responsibility for following up on and completing assignments. Proficient in Microsoft Office, especially, Excel, Word and Outlook.

Program Assistant

Requirements include ability to use a variety of computer programs, good writing skills, ability to administer a program under the direction of the Director. Must be able to work autonomously and take responsibility for administering a program. Good interpersonal skills within Department and with field and others.

Bookkeeper

Full knowledge of record keeping for accounting records: cash receipts, cash disbursements, cash journals, general ledger, accounts receivable and accounts payable. Ability to analyze accounts, prepare schedules, bank reconciliations, payroll and payroll reporting, make journal entries. Expected to be able to work and complete projects independently. Learn and work with all relevant computer programs.

Bookkeeper Dues Clerk

Requirements include 2-3 years' experience in Accounting or bookkeeping. Proficient in QuickBooks and Microsoft Office especially, Excel, Word and Outlook.

BUL (Bargaining Union Lists) Dues Processor

Requirements include a working understanding of TIMSS and COGNOS reports and / or experience with and ability to quickly learn database systems. Understanding of the

necessity to maintain members' records. Proficient in Microsoft Office, especially, Excel, Work and Outlook.

Membership Records Processor

Level 3

Secretary

Requirements include basic computer and other office machine skills, handling mail, correspondences and ability to organize and maintain files. Good verbal (telephone) skills and accurate message taking required.

Accounting Clerk

Excellent mathematical skills. Ability to learn and use relevant office machines and computer programs. Analyze vouchers for proper documentation and accuracy. Analyze computer printouts for proper input and accuracy. High attention to detail.

Shared Services Dues Clerk

Requirements include 2-3 years' experience in dues analysis or accounting. Proficient in Microsoft Office, especially, Excel, Work and Outlook.

Head Clerk

Responsible for basic office functions including organizing files, filing, photocopying, opening mail, basic skills with computers and other office machines, as relevant. Ability to work without supervision and/or supervise other staff.

Head Mail/Repro Clerk

Coordinates operations of mail and/or reproduction operation, supervises staff, coordinates with outside courier services and vendors, and manages offices supplies. Knowledge of relevant office machines and basic computer skills. Assists in all tasks of department as needed.

Receptionist

Level 4

Clerk

Perform general office functions including filing, photocopying, and light typing. Computer literate and capable of learning new programs as required. Able to communicate in English and, if required for job, second language.

Switchboard Operator

Responsible for operating a dimension 400 Switchboard or similar type/size switchboard. Take and deliver messages, general clerical duties. Able to communicate in English and, if required for job, second language.

Receptionist

Responsibilities include handling telephones (smaller switchboard operation), messages, general clerical duties. Greet and announce visitors. Able to communicate in English and, if required for job, second language.

Mail/Delivery/Repro Clerk

Ability to use and learn all necessary office machines. Perform tasks as required by supervisor and respond to requests from departments. Basic computer skills and ability to learn new programs as needed.

General Office

Responsibilities include general office operations, including mail, maintenance and cleaning in small office.

**APPENDIX B
WAGE SCALE**

| | Eff. 11/2021 | |
|----------|--------------|----------|
| | MIN | MAX |
| Level 1 | \$50,000 | \$68,508 |
| Level 2A | \$48,500 | \$64,192 |
| Level 2 | \$47,000 | \$58,000 |
| Level 3 | \$45,500 | \$55,500 |
| Level 4 | \$44,000 | \$53,000 |

| | Eff. 1/22 | | | Eff. 1/23 | | | Eff. 1/24 | |
|----------|-----------|----------|--|-----------|----------|--|-----------|----------|
| | MIN | MAX | | MIN | MAX | | MIN | MAX |
| Level 1 | \$51,000 | \$69,508 | | \$54,000 | \$70,508 | | \$56,000 | \$71,508 |
| Level 2A | \$49,500 | \$65,192 | | \$52,500 | \$66,192 | | \$54,500 | \$67,192 |
| Level 2 | \$48,000 | \$59,000 | | \$51,000 | \$60,000 | | \$53,000 | \$61,000 |
| Level 3 | \$46,500 | \$56,500 | | \$49,500 | \$57,500 | | \$51,500 | \$58,500 |
| Level 4 | \$45,000 | \$54,000 | | \$48,000 | \$55,000 | | \$50,000 | \$56,000 |

SIDE LETTER ON HEALTH BENEFITS FOR DOMESTIC PARTNERS

This side letter will only be effective upon an individual state or the federal government banning same same-sex marriage and only in locations where the ban is in effect.

DEFINITION

For the purpose of determining eligibility for health insurance benefits, a Domestic Partner of the same sex is an individual who meets all of the following: (a) is in a mutually exclusive relationship as a spouse equivalent of the insured Person (b) is sharing a legal residence with the insured Person; (c) is financially interdependent with the insured Person and (d) is not under any circumstances related to the insured person by blood or marriage (e) is not married to anyone and (f) resides with the employee in a state where same sex marriage is not legally sanctioned.

REQUIREMENTS

There is no waiting period requirement for all employees.

In order that an eligible Domestic Partner qualify for coverage, the following requirements must be met. **ALL REQUIRED DOCUMENTS MUST BE SUBMITTED WITH THE APPLICATION.**

Submit an application to the Human Resources Department

The insured Person and the Domestic Partner may submit a notarized Declaration of Domestic Partnership, which will be signed under penalty of perjury or fraud for false statements.

The individuals must submit two of the following:

Proof of joint bank account

Proof of joint lease/mortgage of mutual residence

Joint billing statements: gas, electric, telephone, etc.

Joint insurance documents: property, life, car

Joint credit card accounts

Joint loan agreements

Joint car ownership

Other titles or deed which are jointly held

Neither the insured Person nor the Domestic Partner can be married to anyone else.

Proof of the continuance of the relationship may be requested annually.

Residency in a state where same-sex marriage is not legal.

TERMINATION

Upon termination of the Domestic Partner arrangement, the insured Person must immediately file a written notice of dissolution of the Domestic Partnership with the Human Resources Department

If a relationship between the insured Person and the Domestic partner terminates for whatever reason, then the insured Person will be allowed to apply for eligibility and coverage for a different Domestic Partner after one year from the termination of the prior relationship, provided that all requirements for coverage have been met. Domestic Partners are recognized as eligible participants under COBRA, therefore continuation can be provided under such provision.

TAX IMPLICATIONS

Benefits provided to Domestic Partners will be treated as taxable income to the employee and subject to withholding. The Internal Revenue Service does not recognize a Domestic Partner as an eligible dependent and therefore requires that this benefit be treated as a taxable income to the employee. The Internal Revenue Service considers the amount of the taxable compensation to be the fair market value of benefits received, i.e. the cost of the insurance coverage if obtained independently on the open market. The cost may not necessarily be the same amount paid by the employer.

Where an employee's domestic partner is covered and marriage within that relationship is not legally sanctioned, UNITEHERE will "gross up" the employee's salary to cover the tax cost of the domestic partner's health coverage assessed to the employee as income.

The dependent children of an eligible Domestic Partner who is qualified for benefits will also be eligible for benefits. However, they must meet all definitions of child/children under the Plan.

SIDE LETTER – Salary Increases

The following employees shall receive an additional wage increase of \$20.00 per week effective the first Monday in January of 2023 and 2024:

- Evelyn Cartagena
- Margarita Martinez
- Salvador Mejias

This shall not impact the maximums called for in Article 6.2 of the CBA and shall be non-precedent setting.












Local153 UNITE HERE 2021-2024Final









Final Audit Report

2022-02-07

| | |
|-----------------|--|
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| By: | Unitehere HR (humanresources@unitehere.org) |
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