

THIS AGREEMENT made and entered into this ___ day of _____, 2022, by and between the Office and Professional Employees International Union Local 153 (the Union) and the Center for Book Arts, Incorporated 1974 (the Center) (the Union and Center are referred to collectively as the Parties). The Parties hereto mutually agree as follows.

ARTICLE 1
RECOGNITION

The certified bargaining unit is defined as the regular full-time and part-time employees of the Center, including Marketing Manager, Librarian, Special Projects Manager, Education Coordinator, Studio Coordinator, Steward, Grant Writer, Regular Instructor (as defined below), and Outreach Assistant, excluding the Administrative Assistant, Program Manager, Educational Programs Manager, Artists Programs Manager, Director of Development, managerial employees, independent contractors, confidential employees, professional employees, guards, and supervisors as defined by the National Labor Relations Act (the “Bargaining Unit”).

“Regular Instructors” are Instructors who have worked at least 8 Workshops (as defined below) in a rolling 12-month period. A “Workshop” is a unit of instruction offered to tuition-paying attendees organized around a topic or theme. By way of illustration only and not as a limitation: (i) each of Bookbinding I, Bookbinding II and Bookbinding I & II Intensive is a single Workshop; (ii) a demonstration for promotional purposes of skills taught in Workshops conducted in an open house or similar event for which the Center does not receive tuition, a panel discussion featuring Regular Instructors or other employees, or a private lesson taught by a Regular Instructor or other employee, is not a Workshop; and (iii) a workshop for a group of people, even if not offered to the general public, for which the Center receives tuition is a Workshop.

Instructors who do not meet the definition of “Regular Instructor” are not in the bargaining unit and are not covered by this Collective Bargaining Agreement (the “Agreement”). “Standard Employees” are bargaining unit employees who are not Regular Instructors.

ARTICLE 2
LENGTH OF AGREEMENT

The term of this Agreement shall be three (3) years from the last date by which both the Center and the Union have executed or ratified the Agreement. The Agreement shall be automatically renewed from year to year thereafter, unless terminated by either party giving to the other party not less than sixty (60) day’s written notice, by registered mail, prior to the termination date, of its desire to terminate the Agreement. Should said notice be given, the Parties further agree to

commence bargaining for any new or successor agreement at least thirty (30) days prior to the expiration of the Agreement.

ARTICLE 3 NON-DISCRIMINATION

Section 1

The Center agrees that they will not discriminate against an employee covered by this Agreement because of the employee's activity as a member of the Union.

Section 2

Consistent with its employment policies and in solidarity with Black lives and in our efforts toward utilizing the book arts as a tool and methodology toward liberation, the Center is reaffirming its ongoing commitment to anti-racism and to restate its stance and active work against violence in all its guises.

A major goal of the Center's programs both in person and online, is to encourage and nurture the many perspectives, experiences, and processes that artists bring to the space; cultivating a myriad of practices within the book arts, tying in our varied and collective histories outside of the dominant canon.

The Center supports efforts that oppose discrimination due to race, ability, sexual orientation, gender identity, religion, and age, and are dedicated to values that ensure transparency and equity for all our staff, students, instructors, and the greater book arts community.

Section 3

Because it is the policy of the Center to ensure equal employment opportunity and diversity, the Center shall not discriminate or engage in harassment on the basis of race, assumed or self-disclosed race, color, ethnicity, age, national origin, native language or dialect (subject to the employee being able to perform the functions of the position and the Center being able to determine the language of workshops), immigration or citizenship status (subject to any individual being authorized to lawfully work for the Center), Indigeneity, sex (including intersex identity), gender identity, gender expression, sexual orientation (including asexuality), romantic attraction, body type or size, disability under Federal, State, and local law, HIV status, arrest or conviction record or court involvement as protected by New York State and New York City law, parental status (including pregnancy, childbirth, breastfeeding, and medical conditions related to pregnancy, childbirth, or breastfeeding), sexual and other reproductive health decisions (including family planning), credit history, housing status, caregiver status, marital status, partnership(s) status, family structure, status as a survivor of domestic violence (including dating or intimate partner violence), status as a survivor of stalking and/or sexual violence, status as a survivor of any other type of violence, religion, genetic information, military status, employment status, wealth background, activity protected by the National Labor Relations Act, activity protected by NYLL 201-d, drug use history (subject to the Center's Drug-Free Workplace

policy), history of sex work, or any other characteristic or status as protected by law in any aspect of the employment relationship, including recruiting, hiring, promotion or demotion, transfer, layoff or other form of termination, compensation, assignments, and benefits.

ARTICLE 4 UNION SECURITY

Section 1

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

Section 2

The Center further agrees that all Standard Employees covered by this Agreement hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing. In the case of Regular Instructors who reach their Workshop threshold to be covered by this Agreement (as defined in Article I, above), such Regular Instructors shall, as a condition of employment, become members of the Union in good standing within thirty-one days (31) after reaching their Workshop threshold, and shall remain members of the Union in good standing until they no longer meet the definition of Regular Instructor (as defined in Article I, above).

Section 3

The Center agrees to supply the Union with the name, address, salary, date of hire, phone number, email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution. The Center further agrees to supply the Union with the same information at the time a new employee to be covered by this Agreement becomes a member of the Union. Thereafter, the Union shall be notified each month of all salary changes, change of address, phone number, email address, resignations, retirements, removal of Regular Instructors from the bargaining unit who no longer fit the definition of Regular Instructor under this Agreement, death, promotions, transfers, demotions, dismissals, and leaves of absence for all employees covered by this Agreement.

Section 4

In the event there is a job vacancy or a need for additional employees in the bargaining unit, the Center agrees to notify the Union so that the Union might have an opportunity to refer one or more of its members for consideration as an applicant. All such referrals must complete the Center's application process for that position, and no such referral shall have preferential treatment over other applicants.

Section 5

The Center agrees that a representative of the Union shall have access to the place of business during working hours for the purpose of investigating or settling disputes. If the Union representative desires to visit the place of business, the representative shall notify the Executive Director 24 hours prior to the time of the requested visit, including the proposed date and time of the visit and the nature or reasons for the visit. If the reason for the visit involves a situation where it is not possible for the Union representative to give 24 hours' advance notice, the Union representative shall give as much advance notice as possible. The Center agrees to cooperate with said representative in ascertaining all facts bearing on any matters in question so that an amicable adjustment can be made.

ARTICLE 5 CHECK OFF OF DUES AND INITIATION FEES

The Center agrees to deduct Union dues and initiation fees from the wages of each employee covered by this Agreement in the Center's regular, bi-monthly payroll periods. Dues and initiation fees will become due and payable according to the following schedule: For people hired before the 23rd day of the month, dues shall become payable the second following month.

The Center 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. Employees covered by this Agreement who are not on the payroll of the Center during the payroll period in which the deduction is to be made, or has no earnings or insufficient earnings during that week, or is on leave of absence, must make arrangements with the Union to pay owed dues or initiation fees.

Any change in the rate of dues and/or initiation fees levied by the Union shall be promptly notified by the Union to the Center and shall be put into effect in the deductions made by the Center in the month following the month in which the Center receives written notice of the change from the Union, but no less than two full pay periods after the Center receives such written notification.

Employees covered by this Agreement must provide a signed check-off authorization form to the Center prior to the Center making such deductions. If an employee covered by this Agreement revokes their signed deduction assignment form, the Center will cease making deductions.

The Union agrees that it will indemnify and hold the Center harmless from and against any and all claims, losses, demands, damages, suits, penalties, costs, expenses, attorneys' fees, or liabilities of any type whatsoever that may arise out of, or by reason of, any act or omission by the Center in complying with any aspect of this Article, or in reliance on any list, notice, check-of authorizations, or instructions furnished to the Center by the Union.

The Union may post on the Bulletin Board instructions for employees covered by this Agreement to voluntarily contribute to OPEIU “Voice of the Electorate” (VOTE) Fund.

ARTICLE 6
NEW UNION MEMBER ORIENTATION

Within a week of hire, the Center shall agree to allow any new Standard Employee to meet with a union representative, for up to one hour of paid time, to discuss the Agreement, union rights, and union participation. Such meeting shall not occur at a time that interferes with such employee’s job requirements.

ARTICLE 7
PROBATIONARY EMPLOYEES/SENIORITY

Section 1

All newly hired Standard Employees shall be considered probationary and on a trial basis for a period of forty five (45) days from the date of hiring. The Center may extend the probationary period of any such employee for up to an additional thirty (30) days by written notice to such employee and the Union prior to the expiration of the initial probationary period.

Section 2

During the term probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discipline and discharge. Probationary employees are employed “at-will” and may be terminated at any time during their probationary period with or without just cause and without any recourse whatsoever. After the completion of the probationary period, seniority shall be effective as of the original date of employment.

Section 3

For Standard Employees, seniority shall mean length of continuous service within the Bargaining Unit. All employees within the bargaining unit who are present at the time of ratification of this Agreement shall have seniority from their original date of hire. For Regular Instructors, seniority shall be the length of time since their first Workshop with the Center, with maximum seniority going back to January 1, 2020. All Regular Instructors who conducted their first Workshop on or before January 1, 2020 will have the same and maximum seniority.

Section 4

Standard Employees shall lose all seniority rights for any one or more of the following reasons:

- i. Voluntary resignation
- ii. Discharge for just cause
- iii. Layoff for a continuous period of more than two (2) years

ARTICLE 8
LABOR-MANAGEMENT COMMITTEE

The Union and the Center agree to establish a joint Labor-Management Committee for the Center consisting of two employee representatives and two Center representatives. The Labor-Management Committee shall meet at least three times per year to discuss issues of concern to the parties.

ARTICLE 9
BULLETIN BOARD

A bulletin board will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general union activities. The location of the bulletin board shall be by mutual agreement in the office. The Center, after discussing with the Union, may remove materials from this bulletin board that the Center considers to be violative of its policies or this Agreement. In no way will the Center restrict employees' rights under Section 7 of the NLRA.

ARTICLE 10
MANAGEMENT RIGHTS

Except as expressly and specifically limited or modified by the provisions of this Agreement, all ordinary and customary management functions, rights, powers, and authority possessed by the Center prior to the execution of this Agreement are retained by and shall remain exclusively with the Center.

Such functions, rights, powers, and authority of the Center include, but are not limited to, the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, transfer, consolidate, subcontract, lease, dissolve, close, merge, consolidate, or move any of its operations; to direct, schedule and determine the employees' work shifts, work schedules, and hours of work; to assign work and determine the need for and to require overtime; to direct employees and assign duties as the Center deems appropriate; to modify job descriptions that do not result in a material change to job duties; to create, establish, or change departments; to hire; to discharge and discipline for just cause; to lay off, promote, and transfer employees; to determine the qualifications of employees and standards of performance and evaluate employee performance; to promulgate reasonable rules, policies, and procedures (including those currently contained in the Employee Handbook) not in contravention with this Agreement; to determine and continue to maintain creative and administrative control over the Center's programming (including but not limited to events, exhibitions, collections, workshops,

studios, and fellowships), to determine the materials, equipment, machinery and supplies to be used; and to introduce new or improved methods, facilities, or technologies.

The functions, rights, powers, and authority listed above are not intended as limitations, and do not list or limit all such functions, rights, powers, and authority reserved and retained by the Center, as stated above. The Center will not exercise such functions, rights, powers, and authority in an arbitrary or capricious manner, or in a manner that violates Section 7 of the National Labor Relations Act (other than the limitations on Section 7 activity as set forth in this Agreement). A Party's failure to exercise any right hereby reserved to it in this Article or this Agreement, or its exercise of any right in any particular way, or its failure to exercise its full right of management or as the Union or its exclusive discretion on any matter, shall not constitute a waiver by such Party of any such right or preclude the Party from exercising the same right to its fullest extent at a later date and/or in some other way, nor shall it constitute a precedent or be binding on the Party in any respect, including any grievance or arbitration.

If the Center determines that operations require it, nothing in this Agreement shall restrict in any way the Center's right to have supervisors, managers and other non-bargaining unit employees perform work normally performed by bargaining unit employees. For Standard Employees, the Center will endeavor to perform employee evaluations consistent with its rights as management at least yearly, and as often as is necessary to ensure standards of performance are being met. Employees shall have the ability to respond in writing to any employee evaluation given to them.

ARTICLE 11 NO STRIKES OR LOCKOUTS

Section 1

The Union and each employee covered by this Agreement agrees that they will not engage in, encourage, sanction, or approve any strike, work stoppage, slowdown, coordinated absences, concerted refusal to work, or other interruption of work at the Center during the term of this Agreement for any reason whatever, specifically including, but not limited to, strikes involving terms and conditions of employment, sympathy strikes and unfair labor practice strikes. The Union and such employees will not, during the term of this Agreement engage in picketing, handbilling, or similar activities directed toward any employees of the Center the Center's Advisory Council, or the Center's Board Members at their residences, places of employment, or businesses of such individuals other than at the actual location of the Center.

Section 2

Any employee who violates Section 1 of this Article shall be subject to immediate termination.

Section 3

In the event there is any breach or violation of this Article by the Center, the Union or any employee(s), neither Center nor the Union is required to resort to the grievance and arbitration procedure in this Agreement, but may pursue any legal remedy in any forum. Further, the Center and/or the Union shall not be required to negotiate or participate in any grievance or arbitration

procedure regarding the merits of the dispute that gave rise to such activity until all violations of this Article have ceased.

Section 4

During the term of this Agreement, the Center, or its representatives, will not lock out employees.

ARTICLE 12 WORK SCHEDULE

Section 1

Eight (8) hours shall constitute one (1) full-time Standard Employee's regular day's work. Forty (40) hours shall constitute one full-time Standard Employee's regular week's work. Standard Employees may be assigned overtime or work beyond their regular schedule, as well.

Section 2

Standard Employees may be assigned overtime or work beyond their regular schedule; however, Standard Employees should be notified in writing at least five (5) days in advance of such work, except in an emergency, if the need was unforeseeable, or if such notice was not practicable under the circumstances, in which case as much notice as practicable will be given.

All non-exempt employees shall be paid overtime for all hours worked over 40 in a week in accordance with the Fair Labor Standards Act and the New York Labor Law.

Section 3

All Standard Employees who are non-exempt and part-time shall be paid hourly.

Section 4

All non-exempt Standard Employees shall be entitled to one (1) unpaid hour of lunch. If such employee is required by their supervisor to perform any work duties while on their meal break, the employee will be compensated for the time spent performing work duties. Exempt Standard Employees will receive a duty-free lunch of one (1) hour, if they so choose.

Section 5

All Standard Employees shall receive one (1) paid rest period of fifteen (15) minutes per three hours worked in a day.

ARTICLE 13 PROMOTIONS AND TRANSFERS

Section 1

Promotion is hereby defined as a move from a lower paying position to a higher paying position. It is the intention of the Center to fill job vacancies from within the Center before hiring new

employees, when feasible, and provided that current employees are available and have the necessary qualifications to fill the vacant position.

Section 2

Notice of all job vacancies shall be posted on the Bulletin Board and emailed to all Standard Employees prior to being shared publicly. Job postings shall include job title, department, physical location, hours of work, and brief description of job duties including qualifications and necessary skills.

Section 3

If a promotion is made from within, it shall be made on the basis of qualifications and competency, as determined by the Center. However, if applicants have equal qualifications and competency, seniority shall prevail. Nothing in this Agreement requires the Center to fill an open position via promotion, rather than via a new hire.

Section 4

An employee temporarily taking on another employee's formal job title for a period of one (1) month or more shall receive the other employee's salary if greater than their current salary, for the temporary period only.

Section 5

A Standard Employee may apply and receive transfer to a position in the same job classification or equal thereto in salary. Any employee so transferred shall receive the same salary as their original position.

ARTICLE 14 LAYOFFS AND RECALL

Section 1

If the Center determines that a reduction of staff (i.e. Standard Employees) is necessary, the Center shall notify the Union prior to such reduction, and the Parties shall within five (5) business days thereafter engage in effects bargaining with the Union.

Section 2

A Standard Employee to be laid off shall receive at least one (1) month's notice, unless there are specific circumstances necessitating less notice, in which case the Center will provide as much notice as is practicable.

Section 3

Any Standard Employee laid off shall be placed on the recall list for a period of two (2) years. Employees on the recall list shall be eligible to return to their former position if an opening in that position occurs.

Section 4

A Standard Employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases which were applied to their job classification during the period they were on the recall list.

Section 5

Any notice of reemployment to any Standard Employee who has been laid off shall be made by email to the last known email address of the employee. Such employee will have fourteen (14) days to accept the offer.

ARTICLE 15
TECHNOLOGICAL CHANGE

In the event of significant technological changes such as the introduction of new systems or software, the Center agrees to meet and discuss with the Union the effects of such changes, including the topic of any sufficient and reasonable training to the incumbents of affected positions so that they may be able to perform the work associated with the new technology.

ARTICLE 16
SUBCONTRACTING

No work which is normally or customarily performed by Standard Employees within job classifications or titles covered by this Agreement shall be subcontracted by the Center to any outside source or agency. Nothing in this Article or in this Agreement prohibits the Center from scheduling instructors not covered by this Agreement for workshops. However, the Center shall not fail to schedule instructors for the purpose of preventing them from fulfilling their workshop requirements to become or maintain their status as Regular Instructors. In addition, nothing in this Article or this Agreement prohibits the use of outside sources or agencies that are being utilized by the Center as of the date this Agreement becomes effective. Lastly, nothing in this Article or Agreement restricts the Center from using volunteers or interns.

ARTICLE 17
DISCIPLINE AND DISCHARGES

Section 1

It is agreed that the Center has the right to discharge or discipline any employee for just cause. The Center agrees to advise the Union of any discharge or other disciplinary action and the reason for such discharge or other disciplinary action within five (5) days of such action.

Section 2

Upon request of an employee, such employee may request representation by the Shop Steward or another bargaining unit employee during disciplinary conferences, including investigatory meetings. Further, the Union shall receive a copy of written discipline, as provided in Section 1 of

this Article, along with a copy to the Shop Steward(s) and a copy to the employee's personnel file.

Section 3

The Center agrees to remove all records of discipline from an employee's file after one year from the date of the incident, provided there is no repeat of the same or similar behavior which caused the original notice.

Section 4

All employees have access to their personnel file and shall receive a copy of their personnel file provided they give reasonable advance notice to management.

Section 5

The Center endeavors to maintain a positive work environment and expects all individuals (both in the bargaining unit and outside of the bargaining unit) to conduct themselves in a manner that is in keeping with recognized standards of behavior when on Center property or while conducting Center business. While it is not possible to list all forms of behavior that are considered unacceptable and/or inappropriate in the workplace and that may result in discipline or discharge, employees agree to abide by the policies set forth in the Employee Handbook (including but not limited to: employees must abide by the Center's Drug-Free workplace policy; employees must not be discourteous to customers, visitors or coworkers; employees cannot misrepresent or falsify records; employees must abide by the Center's prohibition against discrimination and harassment).

ARTICLE 18 GRIEVANCE PROCEDURE AND ARBITRATION

Section 1

A grievance within the meaning of this Agreement shall be any disagreement between the parties relating to the interpretation, application, or effect of any provision of this Agreement, or the discharge of any employee covered by this Agreement. A grievance may be filed by an individual, group of employees, the Union, or the Center. The grievance and arbitration procedure provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment, resolution, or settlement of Center, Union, and employee grievances, and the procedure provided herein shall constitute the sole and exclusive remedy to be utilized by the Center, Union, and employees for such determination, decision, adjustment, resolution, or settlement of any and all Center, Union, and employee grievances as herein defined.

Section 2

An employee, group of employees, the Union, or the Center shall file a grievance within fourteen (14) days of its occurrence, or from when the Union, employee, group of employees, or the Center had reasonable knowledge thereof. Grievances shall be filed, in the case of an employee, group of employees, or the Union, by providing written notice by email to the Executive Director, and, in the case of the Center, by providing written notice by email to a representative of the Union. The parties shall meet to discuss the grievance within fourteen (14) days of the filing of the grievance. The non-filing party (Union or Center) shall respond in writing to the grievance within seven (7) days of such meeting. In the event the grievance is not satisfactorily resolved, the filing employee, employees, Union, or Center may move the grievance to arbitration within thirty (30) days of the non-filing party's written response by sending the arbitrator written notification of the intent to proceed with arbitration.

Section 3

Either Party may request federal mediation prior to filing for arbitration. The request for mediation shall temporarily toll the time period to move the grievance to arbitration, and the time to move the grievance to arbitration shall begin to run again upon written notice from either Party to the other Party that mediation has ended.

Section 4

If, in any of the foregoing steps, either the Union or the Center shall fail to carry out the procedures involved as provided for in this Article, the other party may take the dispute directly to arbitration. Any time periods specified herein can be extended only by written agreement of the Union and the Center. If a grievance is not filed or submitted to arbitration within the time periods specified or agreed as aforesaid herein, the grievance shall be considered abandoned and waived.

Section 5

Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement may be referred by the Union or the Center to an arbitrator selected from the American Arbitration Association. The cost of the Arbitrator shall be borne equally by the parties.

Section 6

The decision of the Arbitrator shall be final and binding upon the parties thereto. If the arbitrator finds that an employee has been disciplined or discharged without just cause, the employee shall be entitled to a make whole remedy, that shall take into account the employee's mitigation of damages, including but not limited to offsets for compensation earned from other employment or from unemployment insurance compensation, the employee's efforts at mitigation, and any delay caused by either Party (including a Party's request for federal mediation pursuant to Section 3, above).

ARTICLE 19
HOLIDAYS

Section 1

All Standard Employees shall receive the following holidays with pay:

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Juneteenth
July 4th
Labor Day
Veterans' Day
Indigenous Peoples' Day
Thanksgiving
Christmas Day
The business days between Christmas Day and New Year's Day

Holidays falling on Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed either on the preceding Friday or the following Monday at the option of the Center.

Standard Employees will receive holiday pay only if they are regularly scheduled to work on the holiday, and part-time Standard Employees will receive pro rata holiday pay for the number of hours they are scheduled to work on the holiday.

Section 2

Any Standard Employee required to work on a holiday shall be notified no less than two (2) weeks in advance, unless such notice is not practicable under the circumstances, in which case as much notice as practicable can be given.

ARTICLE 20
VACATIONS

Section 1

Full-time Standard Employees shall be granted the following vacation with pay:

Date of hire to three years of service: 2 weeks per calendar year.
After three years of service: 3 weeks per calendar year.

Employees eligible for vacation will get their complement of vacation on January 1 of the calendar year. Employees eligible for vacation cannot take vacation during the first six (6) months of hire.

In the event that a holiday named in this Agreement falls during such employee's vacation period, such day shall not count as a vacation day.

Section 2

Vacations must be requested from and approved by the Executive Director. Vacation requests shall be submitted at least three (3) weeks in advance of the beginning of the vacation. Vacation requests shall receive a response within five (5) days of the request.

Section 3

All Standard Employees, except Stewards, shall be entitled to one (1) personal day off with pay per year. The same notice as vacation must be given for personal days.

ARTICLE 21

SICK LEAVE / LEAVES OF ABSENCE

Section 1. Sick and Safe Leave.

Employees covered by this Agreement are eligible for up to 40 hours of paid sick and safe leave per calendar year or the hours equivalent of seven (7) working days, whichever is greater. Such employees will accrue sick leave at a rate of one hour per 30 hours worked. Sick and safe leave shall be taken for reasons consistent with New York State and City law. If the need for sick leave is foreseeable, employees should provide advance notice to the Executive Director as soon as possible, preferably at least seven (7) days advance. If the need is unforeseeable, employees shall provide such notice as soon as practicable. If an employee uses sick and safe leave for more than three (3) consecutive workdays, the Center may require reasonable documentation of the purpose for such sick and safe leave.

Section 2. Unpaid Medical Leave of Absence.

Standard Employees shall be allowed an unpaid medical leave of absence for up to one year in the event of their own illness or disability so certified by a physician. This leave shall run concurrently with any leave as allowed under the Family and Medical Leave Act. Employees may choose to utilize any portion of their accumulated sick leave to cover the unpaid qualification period of either the short-term or long-term disability plans, or they may select to take the time as unpaid.

Section 3. Jury Duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which they perform any work for the Organization.

Section 4. Bereavement Leave.

In the event of a death in the family, full-time Standard Employees shall be granted a paid leave of absence of five (5) working days. In the event of a death in the family, part-time Standard Employees shall be granted a leave of absence of three (3) working days; such employee shall

receive payment for any hours for which they are regularly scheduled during that time. This leave of absence will not be charged against sick leave. Family member means spouse, child (natural, adopted, step or residing with employee), parent, grandchild, grandparent, brother or sister, along with in-laws of the same level of relationship.

Section 5. Paid Family Leave.

Employees may take leave covered by the New York State Paid Family Leave Law.

Section 6. Military Leave.

Employees covered by this Agreement who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. Employees covered by this Agreement are expected to notify the Center of upcoming military duty by providing their supervisor with a copy of your orders as soon as possible.

Employees covered by this Agreement will be granted time off from work for military training or active duty in accordance with New York law. Employees covered by this Agreement returning from active duty or military training will be reinstated to the same position, or to a position of like seniority, status and pay, unless the Company's circumstances have changed such that it is impossible or unreasonable to do so. To be eligible for reinstatement, employees covered by this Agreement must:

- Receive a certificate of completion duly executed by an officer of the applicable force or militia;
- Be qualified to perform their former job duties; and
- Apply for reemployment within 90 days of discharge from duty, except that employees covered by this Agreement returning from training or school must reapply within 10 days and employees covered by this Agreement returning from initial full-time training duty or initial active duty training with or in the United States Armed Forces must apply for reemployment within 60 days of the end of such training.

Any employee covered by this Agreement who is reinstated to their previous position and in accordance with the provisions of this policy shall be considered as having been on furlough or leave of absence during their period of military service and shall be so restored without loss of seniority, shall be entitled to participate in insurance or other benefits offered by the Center pursuant to established rules and practices relating to associates on furlough or leave of absence in effect with the Center at the time such person entered the military service, and will not be terminated without cause in the year following reinstatement.

ARTICLE 22
PANDEMIC

The Center shall require everyone working at Center for Book Arts be fully vaccinated against COVID-19 with the exception of those who have been granted a medical or religious accommodation consistent with operative federal, state, and local law.

ARTICLE 23
RATES OF PAY

Section 1

Upon contract ratification, the following minimum wage rates shall apply:

Studio Coordinator - \$25 per hour
Special Projects Manager - \$25 per hour
Outreach Coordinator - \$20 per hour
Librarian - \$25 per hour
Steward - \$25 per hour
Cleaning Person - \$25 per hour

Upon ratification of this Agreement, employees covered by this Agreement in the following positions will receive 3% wage increases: Studio Coordinator, Librarian, Steward, and Cleaning Person.

The Parties agree to a wage reopener for calendar years 2024 and 2025, subject to the terms specified herein. No later than November 1, 2024 and 2025, the Parties agree to meet for the purpose of engaging in negotiations with respect to rates of pay pursuant to this Article 23, consistent with the calendar year budget to go into effect on January 1, 2024 and 2025, respectively. All other terms and conditions of this Agreement, including but not limited to Article 11 (No Strikes or Lockouts), shall remain in full force and effect during the pendency of the wage reopener (and the Parties and employees agree to refrain from engaging in any activity prohibited by that Article), and only this Article 23 shall be reopened. If the Parties cannot come to an agreement on rates of pay by November 21, 2024 or 2025 respectively, the Parties shall engage FMCS mediator William Domini (or, if Mr. Domini is unavailable, another FMCS mediator) to assist in the negotiations, although nothing precludes the Parties from mutually agreeing to engage Mr. Domini earlier. The Parties shall be obligated to bargain in good faith concerning the rates of pay. If the parties do not mutually agree with respect to rates of pay on or before December 31, 2024 or 2025 respectively, negotiations will cease (absent a written agreement by the Parties to the contrary).

For any new titles in the bargaining unit the Center creates, the Center agrees to bargain with the Union over the appropriate minimum salary for those titles.

Section 2

Standard Employees shall be paid twice monthly, typically on or about the 15th and last day of each month.

ARTICLE 24
REGULAR INSTRUCTORS CLAUSE

Section 1

Regular Instructors will be paid based on enrollment, with a 50/50 split of income generated by their workshops. Regular Instructors should be informed at least five days in advance of a workshop how much income their workshop has brought in, and how many students are registered. If in the determination of the Center a workshop is under enrolled, or doesn't generate enough income for the Center or the Regular Instructor to justify running it, the Center, after consulting with the Regular Instructor, may cancel or reschedule the workshop.

Regular Instructors shall complete scheduled Workshops.

Section 2

Regular Instructors should be paid for special workshops taught specifically to the Artists in Residence at a rate of \$75 per hour. If more than one slot in a public workshop is taken by artists in residence, the Center should allocate funds to compensate the Regular Instructor for those slots.

Section 3

All Regular Instructors should receive access to pay stubs via the Center's payroll service. Information on how to access pay records will be provided when hired. Upon request, the Center shall provide a breakdown of Workshops the Regular Instructor has received payment for. Regular Instructors should be paid for their workshop in the next pay cycle following the completion of a scheduled workshop. Regular Instructors should receive notice of the payroll schedule at hire.

Section 4

Regular Instructors are eligible to register for workshops at the Center at half the member price. In order to get such half price, Regular Instructors must register within five (5) days of the beginning of the workshop.

Section 5

Intellectual Property

Regular Instructors own all Intellectual Property Rights in Works they create in connection with activities associated with the Center. The Center will support the Intellectual Property Rights of its Regular Instructors in materials which they create or otherwise author including, but not limited to art objects, lecture notes, lecture transcripts and tapes (audio or video), models, handouts, works of original authorship (including both literary and artistic works, and including documentations of these such as photographs or art works), and any other research, scholarly or creative work and its derivatives, in any medium.

If the Center's online archive of virtual workshops is monetized, Regular Instructors should be compensated for their use, and the Center will discuss such compensation with the Union and the Regular Instructor. The Center will not make available recordings or other materials related to Regular Instructors' workshops without Regular Instructors' permission.

ARTICLE 25
HEALTHCARE

Employees in the bargaining unit eligible for healthcare benefits will be provided the same healthcare benefits, and on the same terms, as non-bargaining unit employees.

Upon ratification of this Agreement, the union and Center will form a joint labor management committee to discuss other healthcare options.

ARTICLE 26
RETIREMENT

Employees in the bargaining unit eligible for retirement benefits will be provided the same retirement benefits, and on the same terms, as non-bargaining unit employees (*i.e.* participation in the Cultural Institutions Retirement System).

ARTICLE 27
SUCCESSORS

In the event the Center shall enter into an agreement with another firm, individual, nonprofit organization, or for profit entity which results in the sale, transfer, or assign, in whole or in substantial part, of the Center's operations, prior to completion of such transaction, the Center shall inform the Union of such transaction, and this Agreement shall be binding on such other firm, individual, nonprofit, organization, or private enterprise. The Center shall have an affirmative duty to call this provision of the Agreement to the attention of any firm, organization, or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 28
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. Further, the Parties agree to enter into negotiations regarding the effect of such nullifications.

ARTICLE 29
SCOPE AND APPLICATION

Section 1.

The Union and Center expressly acknowledge and agree that during the negotiations that resulted in this Agreement, each Party had the unlimited right and opportunity to make proposals and demands with respect to any and all subjects or matters; that each Party has bargained between them on all aspects of hours, wages, benefits, and other terms and conditions of employment; and that this Agreement is the entire contract between the parties and represents their full and complete Agreement without reservation or unexpressed understandings.

Section 2.

The Union and the Center hereto expressly waives any obligation or duty to bargain collectively or to negotiate with the other Party over any matters concerning hours, wages, benefits, or any other terms or conditions of employment during the term of this Agreement, whether or not any such matter or subject has been presented, discussed, resolved, or contemplated in negotiations leading up to this Agreement or made the subject of a provision of this Agreement, and each Party acknowledges and agrees that the other Party shall have no such bargaining obligation during the term of this Agreement.

Section 3.

This Agreement constitutes the sole and entire existing agreement between the Parties and completely and correctly expresses all of the rights and obligations of the Parties. The Union agrees that the Center shall not be bound, or restricted by, or required to follow or refrain from following any practice, custom or procedure which was in effect prior to this Agreement or offer any benefit provided prior to the Agreement, unless specifically required to do so elsewhere in this Agreement. Accordingly, and except as otherwise provided in this Agreement, all prior agreements, conditions, past practices, customs, usages, and obligations are expressly and completely superseded and revoked insofar as any such prior agreement, condition, past practice, custom, usage, or obligation might have given rise to any enforceable right. The failure of the Center to exercise any of its rights shall not constitute a waiver thereof.

[Rest of Page Intentionally Left Blank]

The Center for Book Arts, Incorporated 1974

By:

Title

Date:

Office and Professional Employees International Union Local 153

By:

Title

Date: