

2018 - 2023

**COLLECTIVE BARGAINING AGREEMENT BETWEEN
OPEIU, LOCAL 153, AFL-CIO
AND
THE NEW YORK HOTEL TRADES COUNCIL AND
HOTEL ASSOCIATION OF NEW YORK CITY, INC.,
EMPLOYEE BENEFIT FUNDS**

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PREAMBLE

AGREEMENT entered into the 25th day of October, 2018 between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO**, hereinafter referred to as the "**UNION**", and the **THE NEW YORK HOTEL TRADES COUNCIL AND HOTEL ASSOCIATION OF NEW YORK CITY, INC. EMPLOYEE BENEFIT FUNDS**, its successors and assigns, hereinafter referred to as the "**EMPLOYER**";

Whereas, the parties hereto are parties to a series of collective bargaining agreements, the last of which expired on May 31, 2018, and

Whereas, the parties have met to negotiate on the terms and conditions of a new collective bargaining agreement and have reached agreement, and

Whereas, the parties wish to consolidate past agreements and to set forth all terms and conditions from those agreements herein,

Now, therefore it is mutually agreed as follows:

ARTICLE 1 - RECOGNITION

The EMPLOYER agrees to recognize the Union as the sole collective bargaining agent for all full-time and part-time regular EMPLOYEES in positions listed on Schedule A annexed to this Agreement.

ARTICLE 2 - UNION MEMBERSHIP

Section 1 - Condition of Employment

It shall be a condition of employment that all EMPLOYEES of the EMPLOYER covered by this Agreement who are members of the UNION in good standing on the date of this Agreement shall remain members in good standing and those who are not members on the date of this Agreement shall, on the thirtieth (30th) calendar day following the date of this Agreement, become and thereafter remain members in good standing in the UNION. It shall also be a condition of employment that all EMPLOYEES covered by this Agreement and hired on or after its date shall, on the thirtieth (30th) calendar day following the beginning of such employment, become and thereafter remain members in good standing. The UNION agrees to permit all EMPLOYEES to become and remain members of the UNION upon payment by them of initiation fees and periodic dues uniformly required as a condition of membership.

Section 2 - Failure to Pay Dues: Five Day Limit

Upon notice in writing from the UNION to the effect that an EMPLOYEE is not a member of the UNION in good standing, i.e., he/she has failed to pay the initiation fees and dues to the UNION required herein, the EMPLOYER shall, within five (5) days discontinue its employment of such EMPLOYEE. The EMPLOYER and the UNION agree the foregoing discharge requirement shall only be applicable

to the failure to pay dues and initiation fees uniformly required as a condition to acquiring or retaining membership in the UNION and shall have no applicability to the failure of an EMPLOYEE to pay authorized regular and/or special assessments which may from time to time be levied by the UNION in accordance with its Constitution and By-Laws.

Section 3 – Temporary Employees

Temporary EMPLOYEES may be used at the discretion of the EMPLOYER, provided that temporary EMPLOYEES work no more than sixty (60) consecutive working days except as required for a special project or to cover in an excused leave of absence, including but not limited to FMLA leave, military leave and jury duty leave. Temporary EMPLOYEES shall become members of the Union after sixty (60) consecutive working days or be terminated.

Section 4

The EMPLOYER is committed to Equal Opportunity. Equal Opportunity is defined as the treatment of all EMPLOYEES and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age disability, marital status, sexual orientation or citizenship status and any other classification protected by federal, state or local law in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment.

ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATION FEES

Section 1 - Employer Deductions

The EMPLOYER agrees to deduct Union dues and initiation fees from the wages of each EMPLOYEE and remit such dues and initiation fees to the Union promptly after the last deduction each month summarized monthly. Such deductions shall be made on the same date that EMPLOYEES receive their regular paychecks.

Section 2 - Effective Dates

Dues will become due and payable in the first payroll period effective with the first week following thirty (30) calendar days of employment. Initiation fees become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer.

Section 3 – Final Paychecks

The EMPLOYER will deduct unpaid UNION dues and initiation fees from the final paycheck of any eligible EMPLOYEE member.

Section 4- Union Assignment Form

The UNION agrees to file an initiation fee and dues deduction assignment form with the EMPLOYER, prior to such deductions.

Section 5 – Changes of Dues / Fees

Any change in the rate of dues and/or initiation fees will be put into effect in the deductions made by the EMPLOYER in the first week of the month following receipt by the EMPLOYER of at least thirty (30) calendar days written notice of the change from the UNION.

Section 6 - Indemnification

The UNION shall indemnify the EMPLOYER against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of, action taken by the EMPLOYER for the purposes of complying with any of the provisions of this dues deduction.

ARTICLE 4 - VOICE OF THE ELECTORATE (VOTE)

The EMPLOYER shall deduct from the wages of any EMPLOYEE who submits a voluntary authorization card, an amount designated by such EMPLOYEE for OPEIU's, "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, N.Y. 10011 monthly, by check, payable to "Voice of the Electorate" along with a listing of persons who donated such monies and the amounts.

ARTICLE 5 - UNION VISITATION CLAUSE

Authorized representatives of the UNION shall have admission to the establishments of the EMPLOYER but such representatives shall make arrangements with the EMPLOYER as to the time of making such visits, provided approval of such meetings shall only be granted for non-patient areas and such meetings shall not interfere with patient care or customer service.

ARTICLE 6 - UNION NOTICES/NOTIFICATION

Section 1 - Bulletin Boards

The EMPLOYER shall permit the UNION to post announcements of meetings and functions on bulletin boards to be provided by the EMPLOYER and placed in convenient positions in the workplaces to be designated and provided by the EMPLOYER.

Section 2 - Notification of Shop Stewards and Assistant Shop Stewards

The UNION shall provide a written list of shop stewards and assistant shop stewards in each location upon written request by the EMPLOYER, and the UNION will notify the EMPLOYER in writing of any change in the list of shop stewards within ten (10) days of the making of such change.

ARTICLE 7 - NEW EMPLOYEES

Section 1 - Newly Hired Employees

Effective June 1, 2011, EMPLOYEES hired after May 31, 2011 shall be paid not less than seventy-five (75%) percent of the wage rate for their job classifications as set forth in Schedule A. This rate, as amended by subsequent wage increases, shall continue during the term of this Agreement.

Effective June 1, 2011, EMPLOYEES hired between June 1, 2006 and May 31, 2011 shall be paid not less than seventy-six point five (76.5%) percent of the wage rate for their job classifications as set forth in Schedule A. Effective June 1, 2012, EMPLOYEES hired between June 1, 2006 and May 31, 2011 shall be paid not less than seventy-eight (78%) percent of the wage rate for their job classifications as set forth in Schedule A. Effective June 1, 2013, EMPLOYEES hired between June 1, 2006 and May 31, 2011 shall be paid not less than eighty (80%) percent of the wage rate for their job classification as set forth in Schedule A. This rate, as amended by subsequent wage increases, shall continue during the term of the Agreement.

Section 2- Probationary Period

A new EMPLOYEE shall work under the provisions of this Agreement, but shall be employed on a trial or "probationary" basis. The probationary period for new EMPLOYEES shall be sixty (60) days of work.

Section 3 - Termination

During the probationary period, the EMPLOYEE may be terminated with or without cause and without recourse to the grievance and arbitration machinery set forth in this Agreement; provided, however, that the EMPLOYER may not terminate the EMPLOYEE for the purpose of evading the Agreement, or discriminating against UNION members. In the event that the UNION claims a pattern exists that establishes that the turnover rate of EMPLOYEES of the EMPLOYER exceeds normal turnover rate from and after the thirty-first (31st) calendar day of employment and claims that such turnover is for the purposes of evading the Agreement or discriminating against UNION members, the UNION may grieve such termination in accordance with the grievance and arbitration machinery set forth in this Agreement.

Probationary EMPLOYEES shall be paid not less than the new hire rate of pay during the probationary period. If, however, it is determined by the Impartial Chairperson that a probationary EMPLOYEE has been terminated by an EMPLOYER for purposes of evading the Agreement or discriminating against UNION members, the Impartial Chairperson shall reinstate such probationary EMPLOYEE with full back pay computed at the appropriate full contract rate of pay for all lost days retroactive to the EMPLOYEE's day of discharge up to and until the EMPLOYEE's reinstatement date.

Section 4 - Contributions to Funds

No contributions shall be made to the Pension Fund, Prepaid Legal Fund or the dental component of the Health Benefits Fund on behalf of any new EMPLOYEE until nine (9) months after the date of employment.

ARTICLE 8 - DISCHARGE AND DISCIPLINE

Section 1 - Discharge and Discipline

It is hereby agreed that the EMPLOYER shall have the right to reprimand, discharge or otherwise discipline any EMPLOYEE for sufficient and reasonable cause. The UNION may question whether an EMPLOYEE's discipline or discharge was for just cause, and may submit the matter to the Impartial Chairperson.

Section 2 - Discharges/Suspensions - Shop Stewards and Assistant Shop Stewards

If the EMPLOYER intends to suspend or discharge a shop steward or assistant shop steward the EMPLOYER shall, prior to effectuating such suspension or discharge, consult with an officer or business agent of the UNION. Pending the result of the consultation and until a hearing is held at the Office of the Impartial Chairperson, if such hearing is necessary, the shop steward or assistant shop steward shall remain on the job in all cases except theft, physical fighting or threats of physical fighting, violations of HIPAA, violations of the EMPLOYER's policy against workplace harassment, or on-the-job drug/alcohol abuse, or such related charges, in which case the EMPLOYEE may be immediately suspended with pay. In addition, if the EMPLOYER determines that the shop steward's or assistant shop steward's presence in the workplace pending arbitration is detrimental to the EMPLOYER's operation, the EMPLOYEE may be suspended with pay until the arbitration.

ARTICLE 9 – EMPLOYER RULES AND REGULATIONS

The EMPLOYER may continue, and from time to time may change, such rules and regulations as it may deem necessary and proper for the conduct of its business, provided that the same are not inconsistent with any of the provisions of this Agreement. The EMPLOYER shall distribute such rules and regulations to all effected members of the bargaining unit. All such rules and regulations shall be observed by the EMPLOYEES. In the event the UNION believes that such rules and regulations violate an express provisions of this Agreement, the UNION may raise such violations as a grievance and if the matter is not satisfactorily resolved, it shall be subject to arbitration.

ARTICLE 10 – WORK PRESERVATION

All work currently performed on the EMPLOYER's premises covered by this Agreement as of the effective date of this Agreement shall not be performed by persons not covered by the Agreement, except as required to meet immediate patient care and customer service needs and to provide coverage in the event of an EMPLOYEE's absence or while a vacant position is being filled.

ARTICLE 11 – LAYOFF AND RECALL

Section 1 - General

In the event of a temporary recall, defined as a layoff anticipated to last no more than 90 consecutive calendar days, seniority in each job classification at the location affected shall prevail. In the event of a permanent layoff, defined as a layoff anticipated to last more than 90 consecutive calendar days, the EMPLOYEE with the least amount of seniority in that classification at the location where the layoff is required shall be the first laid off from that job. The EMPLOYEE laid off at a particular location shall have the right to replace the least senior EMPLOYEE company-wide in the same classification but must accept the shift of the person being bumped and will have no seniority with respect to request for time off. In the event of a temporary layoff, the least senior person laid off will be the first person recalled when a position becomes available in their job classification. Notice of such layoff shall be given ten (10) business days before the scheduled layoff is to occur.

Section 2 – Recall

The EMPLOYER shall keep a list of names of all EMPLOYEES laid off during the term of this Agreement and shall furnish the UNION with a copy thereof; and in the event of rehiring, it shall give preference to the person on said list in order of seniority, provided that it shall not be required to rehire any person from said list unless such person, before being laid off, performed similar tasks in the same department from which he or she was laid off.

The parties agree that, notwithstanding the EMPLOYER'S obligation pursuant to Article 12 to post vacant positions, the EMPLOYER shall not be required to post any vacation position until all eligible EMPLOYEES on layoff have been offered the position.

Section 3 – Layoff of Shop Stewards and Assistant Shop Stewards

If the EMPLOYER intends to lay off a shop steward or assistant shop steward the EMPLOYER shall, prior to effectuating such layoff, consult with an officer or business agent of the UNION. If, after twenty-four (24) hours, the parties are unable to solve the problem, the EMPLOYER shall immediately notify the Office of the Impartial Chairperson and request a hearing. Pending the hearing before the Impartial Chairperson, the shop steward or assistant shop steward shall remain on the job. In accordance with existing practices, accredited UNION shop stewards shall have top seniority in their classifications.

ARTICLE 12 - SHIFT/LOCATION/PROMOTIONS TRANSFERS

It is the intention of the EMPLOYER to fill job vacancies from within the company before hiring new EMPLOYEES providing EMPLOYEES are available with the necessary qualifications to fill the vacant position. In the event of a vacancy in any shift and/or location, any EMPLOYEE in the same job classification who has satisfactorily performed the job duties of the vacant position for at least one (1) year and has had no disciplinary action within the previous one (1) year may post for such vacancy; provided, however, that in

the event more than one qualified EMPLOYEE requests such transfer, the most senior person shall prevail. Notice of all job vacancies shall be posted on all bulletin boards at all center locations and copies of these vacancies shall be provided to the shop steward of each location. The notice shall be posted for five (5) working days and will include job title and a brief description of the job duties and qualifications. Any EMPLOYEE who wishes to transfer into such vacant position must submit his/her application within five (5) days of the date the vacant position is posted. If no EMPLOYEE requests a transfer into such position, the EMPLOYER may fill the vacant position from any source. Only those EMPLOYEES who make application during the five-day period will be considered for the position and will be permitted to file a grievance against the final selection. The transfer rights created hereunder shall not apply to the vacancy created by the transferring EMPLOYEE.

For Scheduling and Job Bidding, The EMPLOYER will consider job classification and seniority in the following manner. Department Seniority will be considered first, Facility Seniority second and lastly, Organizational Seniority. Therefore, if a preferred schedule (e.g. 7am - 3pm, 8am - 4pm, 9am - 5pm) becomes available, those that already work in the department will be considered first, provided that they do not have any active corrective action on file. The EMPLOYEE with the most seniority within the department and job classification will be offered the preferred schedule. If a position becomes available within a facility, the EMPLOYER will consider Departmental Seniority first, and if no one in the department wants the position, Facility Seniority will then be considered. If no one in the facility is interested in the position, the position will be posted for the entire organization and Organizational Seniority will then be considered. It is further agreed by the UNION and the EMPLOYER that this collective bargaining agreement addresses temporary changes to work schedules, and, therefore, the provisions of the New York City Temporary Schedule Change Law amending Chapter 12 of Title 20 of the Administrative Code of the City of New York are hereby expressly waived.

ARTICLE 13 - COMPLAINTS, GRIEVANCES AND ARBITRATION

All complaints, disputes or grievances arising between the parties hereto involving questions or interpretation or application of any clause of this Agreement, or any acts, conduct or relations between the parties, directly or indirectly, which shall not have been adjusted by and between the parties involved shall be referred to a permanent umpire(s) to be known as the Impartial Chairperson, and his/her decision shall be final and binding upon the parties hereto. All such grievances must be submitted to the EMPLOYER within thirty (30) days of the incident giving rise to the grievance by written notice to the EMPLOYER.

The parties shall meet within ten (10) business days of the EMPLOYER's receipt of the notice to attempt to resolve the grievance. A demand for arbitration must be filed with the Office of the Impartial Chairperson within ten (10) days after the meeting if the dispute is not resolved. The parties' consent that all arbitration hearings shall be heard at the Office of the Impartial Chairperson located at 321 West 44th Street in the City of New York, or at such other place as the Impartial Chairperson may designate. The compensation of the Impartial Chairperson and his/her proper and necessary expenses shall be shared and paid equally by the EMPLOYER and the UNION.

ARTICLE 14 - LEAVE OF ABSENCE

Section 1

An EMPLOYEE who has been employed by an EMPLOYER for five (5) years or more shall be entitled to one leave of absence without pay not to exceed sixty (60) days upon giving thirty (30) days written notice of request for leave of absence to the EMPLOYER and the UNION. The EMPLOYER shall not be required to allow more than one (1) EMPLOYEE in a job classification to be on leave of absence at the same time. If more than one (1) EMPLOYEE in a job classification requests a leave of absence at the same time preference shall be given to the EMPLOYEE with greater seniority.

Section 2

The EMPLOYER may for good cause defer the time of the commencement of the requested leave of absence. Good cause shall include, but not be limited to, inadequate staffing levels due to job vacancies, vacations or other leaves of absences.

Section 3

An EMPLOYEE on leave of absence hereunder shall not take other employment during such leave without the prior written consent of the EMPLOYER.

Section 4

Leaves of absence under this provision shall not affect seniority rights but the EMPLOYER shall not be obliged to pay the EMPLOYEE on leave of absence for any holidays which fall during the period of such leave.

Section 5

An EMPLOYEE who is disabled and is eligible for disability and/or Workers Compensation benefits and who is absent from work for an aggregate of not more than 130 working days in a rolling 12-month period shall be reinstated to his/her former job with all rights and seniority, provided the EMPLOYEE is physically capable of performing the duties of the job. The EMPLOYEE shall give the EMPLOYER one (1) calendar week's notice of intention to return to work. The EMPLOYEE shall be required to provide satisfactory proof of his/her disability and his/her fitness to return to work upon recovery from disability.

ARTICLE 15 - TECHNOLOGICAL CHANGES

In the event the EMPLOYER intends to introduce new technology or equipment in its operations that affect the terms and conditions of employment, it shall meet with the UNION at least thirty (30) days in advance of its intention to implement same, to discuss the ramifications.

It is agreed that the introduction of new technology or equipment or certain modifications which may broaden job skills, duties or responsibilities does not automatically require additional compensation or an adjustment in the wage rate of the affected EMPLOYEES.

Displaced EMPLOYEES who are qualified shall have the first opportunity to apply for new positions created by new technology or equipment regardless of seniority.

Any disputes regarding the introduction of new technology or equipment which are not resolved between the parties shall be subject to the grievance and arbitration process.

ARTICLE 16 - SEPARABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal or an unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, provided, however, upon such invalidation, the parties agree immediately to meet and negotiate substitute provisions for such parts or provisions rendered or declared illegal or an unfair labor practice. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 17 - ACCRETION

The EMPLOYER agrees to the accretion of any new and/or additional location of its operations and that all terms and conditions of employment set forth in this Agreement and its successor shall be immediately applicable to the accreted bargaining unit.

ARTICLE 18 - WAGES AND OVERTIME

Section 1: Schedule B Minimum Wages

The EMPLOYER shall pay not less than the minimum wage as set forth in the attached Schedule B, except as provided in ARTICLE 7, SECTION 1 (EMPLOYEES hired on or after June 1, 2006).

Section 2 - Increases

Effective June 1, 2018, each EMPLOYEE on the EMPLOYER's payroll hired on or before June 1, 2017 shall receive a wage increase of \$1.00 per hour to the EMPLOYEE's actual rate of pay on that date.

Effective June 1, 2019, each EMPLOYEE on the EMPLOYER's payroll hired on or before June 1, 2018 shall receive a wage increase of \$1.00 per hour to the EMPLOYEE's actual rate of pay on that date.

Effective June 1, 2020, each EMPLOYEE on the EMPLOYER's payroll hired on or before June 1, 2019, shall receive a wage increase of \$1.00 per hour to the EMPLOYEE's actual rate of pay in effect on that date.

Effective June 1, 2021, each EMPLOYEE on the EMPLOYER's payroll hired on or before June 1, 2020, shall receive a wage increase of \$1.00 per hour to the EMPLOYEE's actual rate of pay in effect on that date.

Effective June 1, 2022, each EMPLOYEE on the EMPLOYER's payroll hired on or before June 1, 2021, shall receive a wage increase of \$1.00 per hour to the EMPLOYEE's actual rate of pay in effect on that date.

Section 3 - Overtime

It is agreed that EMPLOYEES will work a reasonable amount of overtime. For overtime distribution, job classification and Departmental Seniority will be considered when determining which EMPLOYEE will receive it. Therefore, the EMPLOYEE who has the most Seniority in the department should be considered first when giving overtime, regardless of their shift. If the most senior EMPLOYEE in the department does not want the overtime, the manager should ask the second most senior EMPLOYEE and so on, until someone agrees to do the overtime. If no EMPLOYEE volunteers to do the overtime, the EMPLOYEE with the least seniority must work the overtime. For Seniority purposes, Pharmacy, Dental, HIM and Patient Services are considered distinct departments.

ARTICLE 19 - VACATIONS

Section 1 - Entitlement

All EMPLOYEES covered by this Agreement who have been employed continuously for the period specified below shall receive the following vacation with pay:

- One (1) year but less than two (2) years: One (1) week
- Two (2) years but less than five (5) years: Two (2) weeks
- Five (5) years but less than seven (7) years: Twelve (12) days
- Seven (7) years but less than fifteen (15) years: Three (3) weeks
- Fifteen (15) years but less than twenty (20) years: Four (4) weeks
- Twenty (20) years or more: Five (5) weeks

Section 2 - Proration

Permanent, regularly scheduled part-time EMPLOYEES shall receive their vacations pro-rated in relation to the hours they regularly work.

In the event an EMPLOYEE is absent due to layoff, illness or injury, closing or excused absence for a period aggregating more than sixty (60) days in an employment year, the EMPLOYEE's vacation pay shall be pro-rated in proportion to the number of weeks actually working during said employment year.

Section 3 -Termination of Employment

An EMPLOYEE who has worked at least one (1) year and whose employment is terminated prior to receiving his/her vacation, shall be entitled to receive vacation pay. Vacation entitlement for terminated EMPLOYEES shall be pro-rated in relation to the number of weeks during which the EMPLOYEE actually worked during that employment year.

Section 4 - Scheduling

All EMPLOYEES will be asked to put in for their vacations at the same time, on the last working day in January of each year. The EMPLOYER will approve or deny vacation requests by March 1st of each year. In the event that two (2) EMPLOYEES in a department simultaneously submit requests for the same vacation days and staffing requirements do not permit both being out at the same time, the EMPLOYEE with seniority will receive preference. Additional requests for vacation must be made in writing at least thirty (30) days in advance and will be considered on a first come first served basis. The EMPLOYER may deny a vacation request because of business necessity.

For Time-Off Benefits, the EMPLOYER will consider job classification and Organizational Seniority when deciding which EMPLOYEE within a department should receive the time off if two (2) EMPLOYEES are requesting to be off at the same time and operations do not permit it. Please be advised that after February 1st of every year, time off is decided on a first come first serve basis. If two (2) EMPLOYEES have the same hire date, Human Resources will consider the employment application date in order to determine who is most senior. The EMPLOYER will consider requests from EMPLOYEES to take vacation during a Health Fair event and will allow up to two (2) EMPLOYEES to take vacation during such period, provided that there is, at the EMPLOYER's sole discretion, sufficient coverage to provide service to the members.

ARTICLE 20 - SICK AND SAFE LEAVE

Section 1 - Entitlement

All EMPLOYEES covered by this Agreement who have been continuously employed by the EMPLOYER for a period of at least one (1) year shall be entitled to eight (8) days of Sick and Safe leave with pay for each calendar year. Subject to Art. 20(B) hereof, effective with the second payroll week of December of each year of this Agreement, each eligible EMPLOYEE who has not used all his/her Sick and Safe leave shall receive one day's pay for each unused Sick and Safe day.

In lieu of receiving one day's pay for each unused Sick and Safe day, in December of each year, each EMPLOYEE shall have the option to carry over unused Sick and Safe days from year to year, provided that no EMPLOYEE shall be permitted to accumulate more than fifteen (15) unused Sick and Safe days at any time. If in January of any calendar year, an EMPLOYEE's entitlement to Sick and Safe days for that year would result in an accumulation of more than fifteen (15) days, the EMPLOYER shall pay to the EMPLOYEE in the second payroll week of the preceding December the number of Sick and Safe days to reduce the accumulation to fifteen (15) days in January at the EMPLOYEE's then current rate of pay.

An EMPLOYEE may elect to receive a payout of his/ her accumulated Sick and Safe days during the second payroll week of December by providing the EMPLOYER with two (2) weeks advance written notice. Upon an EMPLOYEE's termination, the EMPLOYER shall pay the EMPLOYEE for any unused Sick and Safe days accrued by the EMPLOYEE, at the EMPLOYEE's then current rate of pay. Sick and Safe Leave pay shall be pro-rated after an EMPLOYEE's first year of employment from his/her date of hire to Decembers 31st in accordance with the number of months worked during that calendar year. Beginning with the first calendar year thereafter, the EMPLOYEE shall be entitled to full entitlement pursuant to the provisions hereof.

Payment of Sick and Safe Leave is intended solely to provide compensation to EMPLOYEES who are absent from work because of illness or injury or for circumstances resulting from the EMPLOYEE or a covered family member of the EMPLOYEES being the victim of family offense matters, sexual offenses, stalking, or human trafficking. An EMPLOYEE who abuses Sick and Safe leave benefits shall be subject to disciplinary action. The UNION agrees to cooperate in preventing and correcting abuses of these Sick and Safe leave provisions. The UNION and EMPLOYER agree that on an annual basis the paid leave benefits provided to EMPLOYEES under this collective bargaining agreement are comparable to or better than those provided under the New York City Earned Safe and Sick Time Act, N.Y.C. Admin. Code § 20-911 et seq. ("ESSTA") and, therefore, the provisions of the ESSTA are hereby expressly waived.

Section 2 - Calculation and Payment

Sick and Safe leave pay shall be calculated on the basis of the EMPLOYEE's then current regular rate of pay. Sick and Safe leave pay shall not be paid on the EMPLOYEE's scheduled day off, holiday, vacation or any other day on which the EMPLOYEE is drawing pay for time not worked or would not have otherwise worked.

Section 3 - Absence

An EMPLOYEE absent from work on a scheduled work day immediately before or after a holiday shall not be paid for the holiday.

ARTICLE 21 - PERSONAL DAYS

Section 1 - Entitlement

Effective January 1, 2019, all regular full-time non-probationary EMPLOYEES of the EMPLOYER shall be eligible for five (5) personal days off with pay during each year of the Agreement. Regularly scheduled non-probationary part-time EMPLOYEES shall receive personal days pro-rated in relation to the hours they regularly work.

Section 2 - Notice

Requests for personal days must be submitted in writing at least two (2) weeks in advance, provided, however, that in the event of an unforeseen emergency, the EMPLOYER may grant personal leave with pay without an advance request. The EMPLOYER reserves the right to deny requests for personal leave based on business necessity.

Section 3 - Calculation

The personal days off to which EMPLOYEES are entitled shall be compensated at the rate of one (1) day's pay at straight time.

Section 4 - Carry Over

Unused personal days may be carried over from year to year. No EMPLOYEE shall be permitted to accumulate more than ten (10) unused personal days at any time.

ARTICLE 22 - HOLIDAYS

All EMPLOYEES shall receive a regular day's pay on each of the following holidays on which the EMPLOYER shall be closed:

- New Year's Day
- Martin Luther King's Birthday
- President's Day
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24th
- Christmas Day
- December 31st

ARTICLE 23 - LIFE INSURANCE

The EMPLOYER shall provide life insurance for all EMPLOYEES after thirty (30) days of employment. Such life insurance shall be equal to two (2) times the EMPLOYEE's regular annual wage.

ARTICLE 24 - FLEXIBLE SPENDING PLAN

All EMPLOYEES shall be eligible to participate in the EMPLOYER's Flexible Spending Account Programs for Health Care and Dependent Care.

ARTICLE 25 - TIER TWO SECURITY OFFICERS

Tier Two Security Officers shall work flexible hours when work is available, including overnight hours and weekends, and shall be paid overtime after eight (8) hours in a workday or 40 hours in a workweek. Tier Two Security Officers must qualify as peace officers under the laws of the State of New York and must either have prior work experience in law enforcement or have prior law enforcement or government security training and background.

ARTICLE 26 - MANAGEMENT RIGHTS

Section 1 - Right to Direct and Control

The EMPLOYER shall have the right to direct and control its EMPLOYEES. The EMPLOYER shall have the right to layoff, promote or transfer any EMPLOYEE. The EMPLOYER shall also have the right to establish job descriptions and work shifts and to modify and/or adjust them from time to time. The EMPLOYER has the right to modify or adjust the schedules, work location and/or shift of any Security Officer at any time in order to meet the security and safety needs of the EMPLOYER. Promotions outside of the bargaining unit shall not be subject to contest or review. EMPLOYEES must work a reasonable amount of overtime if requested by the EMPLOYER. The UNION shall, by representatives designated by it, have the right to confer with the EMPLOYER on behalf of any laid-off or transferred EMPLOYEE. If the UNION claims that a layoff

or transfer results in any abuse of the rights of EMPLOYEES, the grievance shall be subject to the grievance and arbitration provisions of this Agreement.

Section 2 - Combination Jobs

The Employer shall have the right to establish combination jobs within the classifications set forth in Schedule A of this agreement. Upon implementation of such job changes, the EMPLOYEES affected will be paid at the higher job rate. No EMPLOYEE currently employed shall be laid off as a result of the job change.

ARTICLE 27 - STRIKES AND LOCKOUTS

Both the UNION and the EMPLOYER recognize the service nature of the EMPLOYER's business and the fact that the participants rely on the EMPLOYER and its EMPLOYEES for their health care and retirement benefits. Therefore, the UNION agrees that it will not call, engage in, participate in, or sanction any strike, sympathy strike, stoppage of work, picketing of the EMPLOYER, sit-down, sit-in, boycott, refusal to handle merchandise, or any other interference with the conduct of the EMPLOYER's business, for any reason whatsoever; nor will it interfere with any patient, participant or customer while such individual is seeking or receiving services of the EMPLOYER. The EMPLOYER agrees that it shall not lock out its EMPLOYEES or any part of its EMPLOYEES.

Any such acts shall be a violation of this Agreement, and the same, including any and all disputes in reference thereto or with respect to any of the foregoing provisions, shall be submitted to the Impartial Chairperson as any other dispute under this Agreement.

ARTICLE 28-BEREAVEMENT

EMPLOYEES who have completed one (1) year of service are provided up to four (4) consecutive paid days off in the event of the death of an immediate family member. Immediate family members include a spouse or registered domestic partner, child, parent, brother, sister, grandparent or grandchild. The request for bereavement leave must be made as soon as practical following the death of the immediate family member. Bereavement pay shall be paid for the day before, the day of and the day following the funeral, plus one additional contiguous day off, providing each of these days fall on days the EMPLOYEE was scheduled to work. In the event any of these three (3) days fall on days the EMPLOYEE was not scheduled to work, the EMPLOYEE shall receive pay only for those days on which he or she was scheduled to work. Bereavement leave pay may be contingent on submission by the EMPLOYEE of valid proof of death and relationship to the deceased, if requested.

ARTICLE 29 - MISCELLANEOUS

Section I - 401(k)

Participation in the Funds 401(k) program (voluntary, EMPLOYEE elective contributions) shall continue under this contract. Effective June 1, 2014 and every June 1 thereafter, the EMPLOYER agrees to contribute \$1.50 per week into the 401(k) account of each EMPLOYEE who has been employed by the EMPLOYER for at least one year.

Section 2 – Shop Steward Training

The EMPLOYER agrees to provide each UNION Shop Steward up to three (3) days off with pay per year as UNION educational leave. Such leave will be used to attend educational conferences sponsored by Local 153, OPEIU. The UNION agrees to provide the EMPLOYER with sufficient notice prior to the conference.

Section 3 - Uniforms

The EMPLOYER agrees to supply and launder uniforms for Maintenance personnel. The EMPLOYER will provide a uniform allowance of \$25.00 per quarter to Dental Assistants, Clerks in Dental and other designated areas and Hygienists. Security Officers will receive a uniform (blazer, pants, shirt and tie) upon hire and a \$30.00 monthly allowance for dry cleaning and additional uniforms.

Section 4 - Jury Duty

EMPLOYEES who have completed one year of service will be entitled to receive the difference between per diem jury duty pay and their regular rate of pay. Payment will be made for a period of up to two (2) weeks and will be paid once during each two (2) year period.

Section 5 - Severance Pay

In the event of termination resulting from the closing of the EMPLOYER or any location of the EMPLOYER, severance pay in an amount equal to four (4) days regular wages for each year of service shall be paid to each affected EMPLOYEE provided the EMPLOYEE was employed for not less than six (6) months. In addition, a further payment equal to 25% of such amount shall be paid to the Employee Benefit Funds to be allocated among the Funds in such proportions as the parties shall agree. Payment shall be computed to the nearest quarter year.

Section 6- Medical, Dental, Pre-Paid Legal, Pension Benefits

The EMPLOYER shall maintain the EMPLOYEES' Medical, Dental, Pre-Paid Legal and Pension benefits at the same level as provided as of the date of this agreement and shall make the required contributions therefore.

The EMPLOYER agrees to provide coverage for laser-eye surgery for EMPLOYEES in the same manner and at the same rate as currently provided for the non-union EMPLOYEES of the EMPLOYER.

Section 7 - Workweek

The working hours per week on which the minimum wage is predicated shall be thirty-five (35) hours between the hours of 7:00 AM and 8:00 PM within 5 days of the week.

Section 8 - Overtime

Overtime at the rate of time and one-half shall be paid for all hours worked in excess of seven (7) hours per day or 35 hours per week.

Section 9 – Change in Working Hours

The EMPLOYER shall be free to fix the daily working hours. The EMPLOYER agrees that it will give the affected EMPLOYEES at least five (5) calendar days prior written notice of a change in the EMPLOYEE's work schedule.

Section 10 - Tuition Reimbursement

The EMPLOYER agrees to reimburse an EMPLOYEE covered by this Agreement for cost of tuition for continuing or higher education. The EMPLOYER further agrees to reimburse such EMPLOYEES up to a maximum of \$3,000 per year. The EMPLOYER will attach the criteria for tuition reimbursement as Schedule C.

Section 11 - Medical/Dental Appointments

EMPLOYEES will make every effort to schedule medical/dental appointments before or after their shift. In the event EMPLOYEES need to schedule such appointments during working hours due to the physician's/dentist's appointment schedule, the EMPLOYER agrees that EMPLOYEES may take up to two (2) hours per quarter for appointments. EMPLOYEES must notify their supervisor one (1) week prior to the scheduling such appointment unless there is an emergency. EMPLOYEES shall be permitted to roll over unused Medical/Dental Appointment paid time up to a maximum of eight (8) hours rolled over per year.

Section 12 – Transit Chek

Participating EMPLOYEES may have the option to pay for a weekly or monthly Transit Chek over three (3) pay period, provided that the EMPLOYEE pays one (1) month in advance.

Section 13 – Supplemental Disability Plan


THE EMPLOYER sponsors a supplemental disability plan paid for entirely by those EMPLOYEES who elect coverage under such plan.

ARTICLE 30 - EXPIRATION AND RENEWAL


This Agreement shall be effective as of June 1, 2018, except as otherwise specified, and shall continue for a period ending midnight on the 31st day of May, 2023. This Agreement shall be renewed from year to year thereafter unless written notice of termination by certified mail, return receipt requested is given by either party to the other not less than sixty (60) days prior to its expiration.

IN WITNESS WHEREOF, the EMPLOYER and the UNION have set their hands and seals the day and years first above written.

**NEW YORK HOTEL TRADES COUNCIL & OPEIU, LOCAL 153, AFL-CIO
HOTEL ASSOCIATION OF NEW YORK
CITY INC. EMPLOYEE BENEFIT FUNDS**



Dr. Robert Greenspan
Chief Executive Officer



Myra Hepburn
Secretary - Treasurer

Schedule "A"

Current Union Job Titles

- Housekeeper
- Clerk/Patient Experience Advocate (P.E.A.)
- Accounting Clerk
- Examiner
- Maintenance
- Dental Assistant
- Security Officer (Tier 1)
- Data Entry Operator
- Claims Examiner
- Security Officer (Tier 2)
- Hygienist

Schedule "B"

Wages

Union Wage Schedule

	100%			80%			75%		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Year 1 (2018 - 2019)									
Housekeeper	\$32.16	\$1,125.60	\$58,531.20	\$25.92	\$907.20	\$47,174.40	\$24.37	\$852.95	\$44,353.40
Clerk/P.E.A.	\$32.38	\$1,133.30	\$58,931.60	\$26.10	\$913.50	\$47,502.00	\$24.53	\$858.55	\$44,644.60
Accounting Clerk	\$33.48	\$1,171.80	\$60,933.60	\$26.98	\$944.30	\$49,103.60	\$25.36	\$887.60	\$46,155.20
Examiner	\$33.85	\$1,184.75	\$61,607.00	\$27.28	\$954.80	\$49,649.60	\$25.64	\$897.40	\$46,664.80
Maintenance	\$34.00	\$1,190.00	\$61,880.00	\$27.40	\$959.00	\$49,868.00	\$25.75	\$901.25	\$46,865.00
Dental Assistant	\$34.03	\$1,191.05	\$61,934.60	\$27.43	\$960.05	\$49,922.60	\$25.77	\$901.95	\$46,901.40
Security Officer (Tier 1)	\$34.70	\$1,214.50	\$63,154.00	\$27.96	\$978.60	\$50,887.20	\$26.28	\$919.80	\$47,829.60
Data Entry Operator	\$34.74	\$1,215.90	\$63,226.80	\$27.99	\$979.65	\$50,941.80	\$26.30	\$920.50	\$47,866.00
Claims Examiner	\$37.38	\$1,308.30	\$68,031.60	\$30.10	\$1,053.50	\$54,782.00	\$28.29	\$990.15	\$51,487.80
Security Officer (Tier 2)	\$41.05	\$1,436.75	\$74,711.00	\$33.04	\$1,156.40	\$60,132.80	\$31.04	\$1,086.40	\$56,492.80
Hygienist	\$48.69	\$1,704.15	\$88,615.80	\$39.15	\$1,370.25	\$71,253.00	\$36.77	\$1,286.95	\$66,921.40

	100%			80%			75%		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Year 2 (2019 - 2020)									
Housekeeper	\$33.16	\$1,160.60	\$60,351.20	\$26.92	\$942.20	\$48,994.40	\$25.37	\$887.95	\$46,173.40
Clerk/P.E.A.	\$33.38	\$1,168.30	\$60,751.60	\$27.10	\$948.50	\$49,322.00	\$25.53	\$893.55	\$46,464.60
Accounting Clerk	\$34.48	\$1,206.80	\$62,753.60	\$27.98	\$979.30	\$50,923.60	\$26.36	\$922.60	\$47,975.20
Examiner	\$34.85	\$1,219.75	\$63,427.00	\$28.28	\$989.80	\$51,469.60	\$26.64	\$932.40	\$48,484.80
Maintenance	\$35.00	\$1,225.00	\$63,700.00	\$28.40	\$994.00	\$51,688.00	\$26.75	\$936.25	\$48,685.00
Dental Assistant	\$35.03	\$1,226.05	\$63,754.60	\$28.43	\$995.05	\$51,742.60	\$26.77	\$936.95	\$48,721.40
Security Officer (Tier 1)	\$35.70	\$1,249.50	\$64,974.00	\$28.96	\$1,013.60	\$52,707.20	\$27.28	\$954.80	\$49,649.60
Data Entry Operator	\$35.74	\$1,250.90	\$65,046.80	\$28.99	\$1,014.65	\$52,761.80	\$27.30	\$955.50	\$49,686.00
Claims Examiner	\$38.38	\$1,343.30	\$69,851.60	\$31.10	\$1,088.50	\$56,602.00	\$29.29	\$1,025.15	\$53,307.80
Security Officer (Tier 2)	\$42.05	\$1,471.75	\$76,531.00	\$34.04	\$1,191.40	\$61,952.80	\$32.04	\$1,121.40	\$58,312.80
Hygienist	\$49.69	\$1,739.15	\$90,435.80	\$40.15	\$1,405.25	\$73,073.00	\$37.77	\$1,321.95	\$68,741.40

Year 3 (2020 - 2021)

	100%			80%			75%		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Housekeeper	\$34.16	\$1,195.60	\$62,171.20	\$27.92	\$977.20	\$50,814.40	\$26.37	\$922.95	\$47,993.40
Clerk/P.E.A.	\$34.38	\$1,203.30	\$62,571.60	\$28.10	\$983.50	\$51,142.00	\$26.53	\$928.55	\$48,284.60
Accounting Clerk	\$35.48	\$1,241.80	\$64,573.60	\$28.98	\$1,014.30	\$52,743.60	\$27.36	\$957.60	\$49,795.20
Examiner	\$35.85	\$1,254.75	\$65,247.00	\$29.28	\$1,024.80	\$53,289.60	\$27.64	\$967.40	\$50,304.80
Maintenance	\$36.00	\$1,260.00	\$65,520.00	\$29.40	\$1,029.00	\$53,508.00	\$27.75	\$971.25	\$50,505.00
Dental Assistant	\$36.03	\$1,261.05	\$65,574.60	\$29.43	\$1,030.05	\$53,562.60	\$27.77	\$971.95	\$50,541.40
Security Officer (Tier 1)	\$36.70	\$1,284.50	\$66,794.00	\$29.96	\$1,048.60	\$54,527.20	\$28.28	\$989.80	\$51,469.60
Data Entry Operator	\$36.74	\$1,285.90	\$66,866.80	\$29.99	\$1,049.65	\$54,581.80	\$28.30	\$990.50	\$51,506.00
Claims Examiner	\$39.38	\$1,378.30	\$71,671.60	\$32.10	\$1,123.50	\$58,422.00	\$30.29	\$1,060.15	\$55,127.80
Security Officer (Tier 2)	\$43.05	\$1,506.75	\$78,351.00	\$35.04	\$1,226.40	\$63,772.80	\$33.04	\$1,156.40	\$60,132.80
Hygienist	\$50.69	\$1,774.15	\$92,255.80	\$41.15	\$1,440.25	\$74,893.00	\$38.77	\$1,356.95	\$70,561.40

Year 4 (2020 - 2021)

	100%			80%			75%		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Housekeeper	\$35.16	\$1,230.60	\$63,991.20	\$28.92	\$1,012.20	\$52,634.40	\$27.37	\$957.95	\$49,813.40
Clerk/P.E.A.	\$35.38	\$1,238.30	\$64,391.60	\$29.10	\$1,018.50	\$52,962.00	\$27.53	\$963.55	\$50,104.60
Accounting Clerk	\$36.48	\$1,276.80	\$66,393.60	\$29.98	\$1,049.30	\$54,563.60	\$28.36	\$992.60	\$51,615.20
Examiner	\$36.85	\$1,289.75	\$67,067.00	\$30.28	\$1,059.80	\$55,109.60	\$28.64	\$1,002.40	\$52,124.80
Maintenance	\$37.00	\$1,295.00	\$67,340.00	\$30.40	\$1,064.00	\$55,328.00	\$28.75	\$1,006.25	\$52,325.00
Dental Assistant	\$37.03	\$1,296.05	\$67,394.60	\$30.43	\$1,065.05	\$55,382.60	\$28.77	\$1,006.95	\$52,361.40
Security Officer (Tier 1)	\$37.70	\$1,319.50	\$68,614.00	\$30.96	\$1,083.60	\$56,347.20	\$29.28	\$1,024.80	\$53,289.60
Data Entry Operator	\$37.74	\$1,320.90	\$68,686.80	\$30.99	\$1,084.65	\$56,401.80	\$29.30	\$1,025.50	\$53,326.00
Claims Examiner	\$40.38	\$1,413.30	\$73,491.60	\$33.10	\$1,158.50	\$60,242.00	\$31.29	\$1,095.15	\$56,947.80
Security Officer (Tier 2)	\$44.05	\$1,541.75	\$80,171.00	\$36.04	\$1,261.40	\$65,592.80	\$34.04	\$1,191.40	\$61,952.80
Hygienist	\$51.69	\$1,809.15	\$94,075.80	\$42.15	\$1,475.25	\$76,713.00	\$39.77	\$1,391.95	\$72,381.40

Year 5 (2022 - 2023)

	100%			80%			75%		
	Hourly	Weekly	Annual	Hourly	Weekly	Annual	Hourly	Weekly	Annual
Housekeeper	\$36.16	\$1,265.60	\$65,811.20	\$29.92	\$1,047.20	\$54,454.40	\$28.37	\$992.95	\$51,633.40
Clerk/P.E.A.	\$36.38	\$1,273.30	\$66,211.60	\$30.10	\$1,053.50	\$54,782.00	\$28.53	\$998.55	\$51,924.60
Accounting Clerk	\$37.48	\$1,311.80	\$68,213.60	\$30.98	\$1,084.30	\$56,383.60	\$29.36	\$1,027.60	\$53,435.20
Examiner	\$37.85	\$1,324.75	\$68,887.00	\$31.28	\$1,094.80	\$56,929.60	\$29.64	\$1,037.40	\$53,944.80
Maintenance	\$38.00	\$1,330.00	\$69,160.00	\$31.40	\$1,099.00	\$57,148.00	\$29.75	\$1,041.25	\$54,145.00
Dental Assistant	\$38.03	\$1,331.05	\$69,214.60	\$31.43	\$1,100.05	\$57,202.60	\$29.77	\$1,041.95	\$54,181.40
Security Officer (Tier 1)	\$38.70	\$1,354.50	\$70,434.00	\$31.96	\$1,118.60	\$58,167.20	\$30.28	\$1,059.80	\$55,109.60
Data Entry Operator	\$38.74	\$1,355.90	\$70,506.80	\$31.99	\$1,119.65	\$58,221.80	\$30.30	\$1,060.50	\$55,146.00
Claims Examiner	\$41.38	\$1,448.30	\$75,311.60	\$34.10	\$1,193.50	\$62,062.00	\$32.29	\$1,130.15	\$58,767.80
Security Officer (Tier 2)	\$45.05	\$1,576.75	\$81,991.00	\$37.04	\$1,296.40	\$67,412.80	\$35.04	\$1,226.40	\$63,772.80
Hygienist	\$52.69	\$1,844.15	\$95,895.80	\$43.15	\$1,510.25	\$78,533.00	\$40.77	\$1,426.95	\$74,201.40

Schedule "C"

Tuition Reimbursement (Union Staff)

Eligible EMPLOYEES may be reimbursed for up to a calendar year maximum of \$3,000 for continuing education expenses. Reimbursement will be based on the cost of tuition (excluding amounts covered through grants, scholarships and other financial aid). Additionally, other expenses (*registration, lab fees, books, supplies, etc.*) will not be reimbursed. Participants may use this program when taking credit or non-credit courses as well as continuing education programs and seminars. In order to qualify for reimbursement, the course or program taken by the eligible EMPLOYEE must be given at an accredited institution and meet one of the following criteria:

- Be job related (business programs are permitted but liberal arts programs are not. However, some liberal arts courses may be approved).
- It is a course required for the completion of an approved degree or certification program.
- Meet a professional continuing education requirement.

Application and Approval Process

To participate, an eligible EMPLOYEE must complete an Application for Tuition Reimbursement form. In it, the EMPLOYEE will provide information about the course(s) or program for which he/she would like to receive reimbursement. The completed form must be submitted to the EMPLOYEE's supervisor and the Human Resources Director for pre-approval prior to the EMPLOYEE enrolling for the course or program. Factors such as the subject matter of the course the EMPLOYEE would like to enroll in as well as his/her current and future potential assignments will be taken into account as part of the review process. If the EMPLOYEE's supervisor approves the request, he/she must submit a memorandum stating the reason for the endorsement. Human Resources will notify the EMPLOYEE whether his/her request has been approved. After approval, the EMPLOYEE may register and pay for the course. The original application will be retained in the EMPLOYEE's Human Resources file.

Upon completion of the course, the EMPLOYEE must submit to Human Resources proof of payment and enrollment as well as a certified transcript of grades or certification. Reimbursement for expenses will be made provided the EMPLOYEE has satisfactorily completed the course with a grade of "C" (or its numerical equivalent) or better, a "P" if taken Pass/Fail or certification of completion for a certificate program. EMPLOYEES shall be reimbursed at the end of a successfully completed course, as follows:

- For an "A" grade – 100%
- For a "B" grade – 75%
- For a "C" grade – 50%

An "Incomplete" grade is not reimbursable until a final grade is issued. If the course is not successfully completed no reimbursement will be made to the EMPLOYEE. All course work must be taken outside of the EMPLOYEE's work schedule. Participants must be

employed by the organization through the duration of the last day of class or final test day (whichever is later) in order to qualify for reimbursement.