

# **COLLECTIVE BARGAINING AGREEMENT**

This Agreement, dated the 1<sup>st</sup> day of May, 2018, is entered into by and between the Buffalo Laborers' Benefit Funds, hereinafter referred to as the "Employer," and Local 153, Office & Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union," for itself and on behalf of the employees in the Unit described in Article I hereof.

## **WITNESSETH**

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement shall foster, promote and improve the relationship between the Employer and its employees and to set forth herein an agreement covering all wages, hours, and other conditions of employment to be carried out, observed, and performed by the parties hereto,

NOW, THEREFORE, in consideration of the covenants, agreements, and all terms and conditions herein contained, it is hereby mutually agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

Section 1. The employer recognizes the Union as the exclusive collective bargaining agent for all office clerical employees employed by the Employer, excluding all other employees, professional employees, confidential employees, managers, guards and supervisors as defined in the National Labor Relations Act, hereinafter referred to as the "Unit."

Section 2. This Agreement shall apply only to employees in the Unit. The Union shall represent all probationary employees for purposes of collective bargaining in regard to wages, hours and other conditions of employment; however, the Employer retains the right to act in its sole discretion, and without recourse under the grievance procedure set forth in the Agreement or otherwise, to discipline, suspend, or discharge any probationary employee. All employees covered by this Agreement shall serve a 90 day probationary period. The probationary period shall be extended by mutual agreement. Upon satisfactory completion of the probationary period, the terms of the Agreement shall apply to the employee.

Section 3. The Employer shall have the right to hire temporary employees as replacements for unit employees on vacation or leave of absence, as well as to staff special projects, and this Agreement shall not apply to any such temporary employees, provided that the temporary employment shall not exceed four (4) months. In the event that a temporary employee is retained for longer than four (4) months, then such employee shall from that point forward be covered by this Agreement.

## **ARTICLE II**

### **MANAGEMENT RIGHTS**

The Employer shall exercise the usual and customary rights and functions of management, without interference or hindrance by the Union, except as expressly limited by a specific provision of this Agreement. The rights reserved herein by the Employer shall include, but not be limited to, the right to determine in its sole discretion the nature and extent of its operations, the size of its workforce, the location and number of its offices, the work to be performed by employees in the Unit, and the qualifications for employment; the right to hire, promote and demote employees and to schedule, assign and direct their work; the right to lay off employees; the right to discharge, suspend and otherwise discipline employees for "just cause"; the right to subcontract work; and, the right to promulgate rules and regulations applicable to employees, which are not inconsistent with the terms of this Agreement.

## **ARTICLE III**

### **UNION SECURITY**

Section 1. It shall be a condition of continued employment that all employees covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those covered by this Agreement who are not members on the date this Agreement is signed shall, on the thirtieth (30<sup>th</sup>) day following the date on which this Agreement is signed (or, if later, at the expiration of the applicable probationary period), become and remain members in good standing in the Union. It shall also be a condition of continued employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed shall, on the thirtieth (30<sup>th</sup>) day following the start of such employment (or, if later, at the expiration of the applicable probationary period), become and remain members in good standing in the Union.

Section 2. The employer agrees to deduct the Union's monthly dues and initiation fees from the pay of any employee from whom it has received a lawful written dues deduction authorization, and will continue to make such deductions while the authorization remains in effect. Such deduction shall be made from the employee's pay for the first full pay period worked by each employee following the receipt of the authorization and thereafter will be made on the first payday of each month and forwarded to the Union not later than the 15<sup>th</sup> day of the month in which the deduction is made. Any change in the rate of dues levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.

Section 3. The Union agrees to indemnify and hold the Employer harmless from any and all liability incurred as a result of the Employer's compliance with Sections 1 and 2, above.

## **ARTICLE IV**

### **HOURS OF WORK**

Section 1. The normal workweek is Monday through Friday between the hours of 8:00 am and 4:00 pm. The workweek shall consist of forty (40) hours divided into five days of eight (8) hours each including one paid hour for lunch to be taken between 11:30 a.m. to 1:30 p.m. No more than two (2) employees may take their meal period at any one time. The Union will be notified in advance of any permanent change in employee working hours.

Section 2. Overtime at the rate of time and one-half shall be paid for all work performed after eight (8) hours of work on any workday and on Saturdays. The rate of double time will be paid for work performed on Sundays and holidays unless such request for overtime on the above stated days is at the request of the employee. The hours of work during the overtime periods shall be computed from the time the employee reports to work until the employee is released for the day (including the paid meal period of one hour).

Section 3. An employee called to work on a Saturday, Sunday or holiday shall be paid a minimum of three and one-half hours at the overtime rate of pay.

## **ARTICLE V**

### **NON-DISCRIMINATION**

The Employer shall not discriminate against any employee because of the employee's race, color, religion, age, national origin, disability, sex, union membership or military status as required by applicable state and federal law.

## **ARTICLE VI**

### **NO-STRIKE/NO LOCKOUT**

Neither the Union, nor its representatives, nor any employee shall cause or participate in any strike, sit-down, slowdown, stoppage of work, or any other form of interference with operation of the business of the Employer, and the Employer will not lock-out employees, during the term of this Agreement or any extension thereof. The Employer and the Union further agree that all questions, disputes, or controversies under this Agreement shall be settled and determined solely and exclusively by the grievance and arbitration procedure provided for herein.

## ARTICLE VII

### GRIEVANCE PROCEDURE

Section 1. The Union shall designate a Steward of its own choosing, who shall be an employee of the Employer, to take up with the Employer all grievances under this Agreement. Should differences arise between the Employer and the Union or any of the employees covered by this Agreement as to the interpretation, meaning and application of any of its terms or should any dispute arise in the Employer's office, there shall be no suspension or slowdown of work on account thereof and an earnest effort shall be made to expeditiously resolve such dispute in accordance with the procedure described below. The Steward shall be allowed to investigate, discuss, and adjust grievances during working hours on the Employer's property provided that it does not unduly interfere with the Employer's operations.

Grievances shall be processed in the manner specified below. Saturdays, Sundays and holidays shall not be counted in computing any time limits.

Step 1. The Steward or other authorized representative of the Union, with or without the employee(s), shall take up the grievance or dispute with the Employer's Office Manager or his/her designee within ten (10) working days of its occurrence. The Office Manager shall attempt to adjust the grievance and shall respond to the Steward within ten (10) working days after receipt of the grievance.

Step 2. If the grievance is not resolved at Step 1 and is to be appealed, it shall be reduced to writing and presented by the Steward to the Employer's Fund Manager or his/her designee within five (5) working days from the date the answer is received. The Fund Manager or his/her designee shall render a written answer within ten (10) working days thereafter.

Step 3. If the grievance is not settled at Step 2 and is to be appealed, it shall be presented in writing to the Fund Manager or his/her designee within five (5) working days from the date the answer is received from Step 2. Within ten (10) working days from the date of presentation, the Fund Manager or his/her designee will meet with the Union Business Representative and/or his/her designee, the steward and the grieving party. The Fund Manager or his designee shall render a written answer within five (5) working days of the meeting.

Step 4. If the grievance is not settled at Step 3 and is to be appealed, the Union (or the Employer, in the case of a grievance against the Union) may request arbitration in accordance with the following procedure:

- A. The party seeking arbitration shall do so by a written request to the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators; such request must be made within twenty (20) days after the completion of Step 3. A copy of the request for arbitration must be sent to the other party. The parties agree to take alternate turns with the first turn taken by the non-appealing party, striking from the list submitted by the Federal Mediation and Conciliation Service, with the last remaining

arbitrator being accepted. The decision of the arbitrator shall be final and binding on both parties and the employees.

- B. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify, or delete any provisions of this Agreement.
- C. Expenses for the arbitrator's services and the hearing location shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided that it pays for the record and makes copies available without charge to the other party as well as the arbitrator.
- D. The Arbitrator may not consider any offer to settle or compromise a grievance made by either party. (The Arbitrator may not consider any evidence or facts, which have not been previously discussed between the parties unless otherwise agreed upon by the parties.)

## **ARTICLE VIII**

### **DISCHARGES**

Section 1. There shall be no discharges or other discipline of non-probationary employees except for "just cause."

Section 2. When an employee is discharged, s/he shall be given a hearing, if requested by the Union, within seventy-two (72) hours. One representative designated by the Employer and one representative of the Union shall constitute the hearing committee. If agreement is reached between the representatives of the parties, it shall be final and binding. If no agreement is reached, the discharge may be taken up in the Grievance Procedure.

Section 3. Any employee discharged for just cause shall be given accrued vacation pay except when such discharge is for misappropriation of funds.

## **ARTICLE IX**

### **HOLIDAYS AND VACATIONS**

Section 1.A. Full-time employees shall be paid at their regular rate of pay for the following holidays not worked:

New Year's Day	Labor Day	Day After Thanksgiving
Good Friday (1/2 day)	Veterans Day	Christmas Eve
Memorial Day	Thanksgiving Day	Christmas Day
Independence Day	Presidents Day	New Years Eve
Martin Luther King Day		

1.B. Part-time employees shall receive paid holidays, for their scheduled hours, for all holidays listed above if the holiday falls on one of their regularly scheduled days.

Section 2. If employees are required to work on any of the above-named holidays, they shall be paid in accordance with Article 4, Section 2, above.

Section 3. When a holiday falls on one day and is observed by the State of New York on another day, the office will be closed on the day the holiday is observed by the State. When a holiday regularly observed by New York State falls on a Saturday, it shall be observed on Friday and when it falls on Sunday, it shall be observed on Monday.

Section 4. When a holiday falls during a week in which an employee's vacation is scheduled, the full-time employee shall be entitled to another paid day off at a later date mutually agreed upon by the Employer and the Union.

Section 5. Employees shall be entitled to paid vacation in accordance with the following schedule:

<b>Length of Completed Service (as of Anniversary Date)</b>	<b>Length of Vacation</b>
Six months	One week
One to five years	Two weeks
Five to ten years	Three weeks
More than ten years	Four weeks

Section 6. Vacations must be taken in a minimum of one-half day increments for full-time employees, not to exceed four (4) one-half (1/2) day increments in a calendar year. Part-time employees' vacations must be taken as full days, in accordance with their daily schedules. Vacations will be granted in "date of hire" order and employees must complete vacation schedules by January 31<sup>st</sup> of each calendar year. Employees not electing to schedule vacation at that time will not be allowed to exercise seniority over less senior employees who have scheduled vacation. No more than two weeks' vacation at any one time. Vacation will so far as practicable be granted at the time most desired by employees but in order to insure orderly operations the final right to allotment of vacation is reserved to Management. Employees, upon request, shall be paid out for up to one week of unused vacation to be paid at the end of the calendar year.

Section 7. Effective January 1, 2011 only one bargaining unit employee shall be allowed to take vacation on the day before or after a holiday, unless specifically approved by management. When selecting vacation days that are adjacent to paid holidays, during the vacation selection period, employees shall use a rotating seniority system. The most senior employee shall have their first choice, then the second most senior, and then the third most senior, etc. until the list is complete. The selection shall be repeated beginning with the most senior and may continue until all such days are exhausted.

Section 8. Vacation time will run on a calendar year. All vacation time must be taken during the year in which it becomes available for use by the employee. In the event an employee is prevented from utilizing their entire vacation allotment because of a disability, workers compensation or an approved leave of absence, they will be paid for any unused vacation during the first two weeks of the last month of the calendar year.

Part-time employees will be eligible for Vacation Pay according to the years of service vacation schedule that is in effect for the full-time employees modified as a proportion of their time scheduled to a 40-hour work week. For example, if an employee is schedule 3 days per week and works 6 hours per day, the employee with 10 or more years of service would receive a vacation benefit of 4 – 3-day weeks at 6 hours per day.

## **ARTICLE X**

### **SICK DAYS, BEREAVEMENT PAY, AND JURY DUTY**

Section 1. Full-time employees shall be entitled to seven (7) paid sick days per year, accrued at the rate of one (1) day every two months. Effective the first January after the employees' date of hire, employees shall be credited with seven (7) paid sick days. At the end of each calendar year an employee shall be paid for the balance of unused sick days, up to a maximum four (4) unused sick days, at the employees then current rate of pay. All full-time employees shall receive three (3) paid personal days per year. Part-time employees shall be entitled to four (4) days to be used for sick or personal time, accrued at the rate of one (1) day every three months.

Section 2. The Employer agrees to provide bereavement leave for full-time employees with pay for three (3) working days in the event of the death of a spouse, parent, spouse's parent, child, spouse's child, brother or sister and one (1) working day for any close relative or your spouse's close relative. Part-time employees are entitled to one day of pay in the event of the death of a spouse, parent, spouse's parent, child, spouse's child, brother or sister or any close relative or your spouse's close relative.

Section 3. A full-time employee who is summoned for and reports to jury duty, or who reports for pre-jury duty examination required by the court or administrative governmental agency, shall be paid an amount equal to the difference between the amount of wages the full-time employee otherwise would have earned by working during straight-time hours on that day and the daily jury duty fee paid by the court or agency (not including travel allowance or reimbursement of expenses), for a period not to exceed five days (40 hours) of such jury duty. Full-time employees shall cooperate with the employer and request adjournment of jury duty if summoned between December 15 and January 31 of the following year, or during any other busy period when the employee's absence from the office would place an undue strain on the Employer's operations. To receive payment, the employee must notify Management that s/he has been directed to report for pre-jury duty examination or has been summoned for jury duty and must furnish satisfactory evidence that s/he reported for such examination or reported for or performed jury duty on the days for which s/he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

**ARTICLE XI**

**WAGES**

Section 1. Wages shall be adjusted upon the effective date of this Agreement and during its term in accordance with Schedule "A" annexed hereto.

Section 2. Employees assigned to a higher paid position that is performing work outside of their normal work for a temporary period shall be paid the rate of pay for the higher paid position they are working in provided the employee is working in that position for an average of not less than twenty-five percent (25%) of an employees' straight time per week.

Section 3. Effective 11/01/18, 11/01/19, 11/01/20, 11/01/21 and 11/01/22 each employee will receive a lump sum Holiday Bonus as follows:

Less than 5 years of service - 1 weeks pay.

Greater or equal of 5 years of service - 2 weeks pay.

Section 4. Employees hired after May 1, 2018 into the job classification of Plan Representative, and Computer Operator/Plan Representative shall be paid as follows:

They shall start at \$5.00 per hour less than the full job rate.

After 6 months, they shall receive a rate of \$3.00 less than the full job rate.

After 12 months, they shall receive a rate of \$2.00 less than the full job rate.

After 18 months, they shall receive a rate of \$ 1.00 less than the full job rate.

After 24 months, they shall receive the full job rate.

**ARTICLE XII**

**BENEFITS**

Section 1.A Health & Welfare: For the duration of this Agreement, the Employer will continue its participation in the Buffalo Laborers' Welfare Fund on behalf of the Unit employees. Contributions to the Fund shall be made for all hours worked at the rate attached in Schedule "A".

Section 1.B. The employer agrees that a combination of age and years of service that totals at least the number 70 shall be acknowledged as a retirement definition. Therefore, the \$5,000 death benefit shall remain in effect, as well as the opportunity to return to the health plan in subsequent years. The Buffalo Laborers Welfare Plan document shall be amended to reflect this agreement.



Section 2. Pension: The Employer will contribute pension contributions at the rate determined in Schedule A. Such contributions shall be made on all hours paid including holiday bonus and end of the year payout of unused vacation and sick days.

Section 3. In addition to the foregoing, the Employer shall provide coverage for workers' compensation and unemployment insurance benefits as required by law.

Section 4. The parties agree that if the benefit funds switch to a self-insured form of health benefits, the parties shall meet to negotiate matters affected by such change; specifically, to restructure the Health & Welfare allocation.

Section 5. The Employer agrees to participate in the Buffalo Laborers Security Fund at such time as employees reach a consensus on participation in the Fund. Funding shall be based solely on the bargaining unit.

Section 6. The Employer shall purchase supplemental disability coverage for eligible employees. The benefit plan calls for 60% pay up to \$3,000.00 per month after 90 days of disability. The Employer shall fund one-half of the cost; the employee shall pay one-half effective June 1, 2007.

## ARTICLE XIII

### GENERAL

Section 1. Vacancies in existing jobs and new positions within the Unit shall be posted for a period of seventy-two (72) hours, excluding Saturdays, Sundays and Holidays, before the Employer hires from outside the Unit. Employees who apply within the seventy-two hour posting period will be considered ahead of outside applicants, provided that they have the ability to satisfactorily perform the duties of the position.

Section 2. All regular employees shall be required to give two (2) weeks notice upon resignation.

Section 3. All full-time employees shall receive full pay in the event that the office is closed by the Employer due to a snow or ice storm.

Section 4. When an employee is required to use his/her own car in the performance of the Employer's business, such as trips to the bank, post office, United Parcel Service, Inc. drop-off, hand delivery of documents, etc., the employee shall be reimbursed at the current rate per mile specified by the Internal Revenue Service, provided that the employee submits expense reports, with supporting documentation, when possible, prior to the 15<sup>th</sup> day of the month following the month in which the expenses are incurred.

Section 5. No permanent employee shall be laid off, or have their hours reduced while there are any temporary employees on staff, unless the temporary staff, were hired for a skill that other employees are not able to perform. Additionally, before any temporary employees are assigned to work, all part-time employees must be offered the opportunity to increase their work hours to 24 hours per week, and that 24-hour work week must be maintained for the duration of

temporary employees' employment, unless the temporary staff was hired for a skill that the other employees are unable to perform.

Section 6. In the event of a layoff, the affected employees shall receive two (2) weeks' written notice or the equivalent in wages.

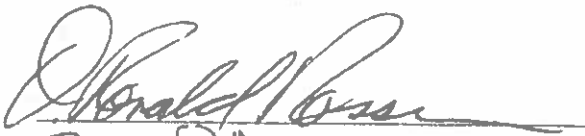
**ARTICLE XIV**

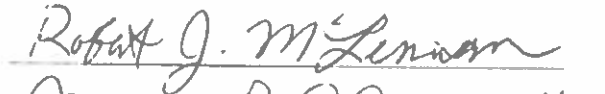
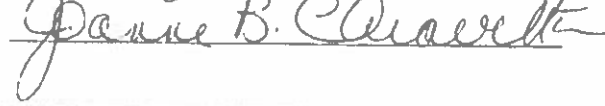
**DURATION AND RENEWAL**

This Agreement and all supplements thereto shall become effective as of the 1<sup>st</sup> day of May, 2018, and shall remain in full force and effect until the 30<sup>th</sup> day of April, 2023, and thereafter from year to year unless either party shall notify the other in writing of its termination not less than sixty (60) days prior to the end of the then current term. If agreement is not reached upon the date this Agreement expires, the terms of this Agreement shall continue in effect thereafter until either party gives to the other written notice of termination.

BUFFALO LABORERS' BENEFIT FUNDS

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

  
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**SCHEDULE "A"**

	<u>Current</u>	<u>5/1/18</u>	<u>5/1/19</u>	<u>5/1/20</u>	<u>5/1/21</u>	<u>5/1/22</u>
<u>Plan Representatives</u>						
Wages	\$22.45	**	\$0.80**	\$1.00**	\$1.10**	1.15**
Health	\$ 8.66	.				
Pension	\$ 3.00	<u>\$ .75</u>				
	<u>\$34.11</u>					
<u>Computer Operator/ Plan Representative</u>						
Wages	\$24.93					
Health	\$ 8.66	\$ .75	\$0.80**	\$ 1.00**	\$1.10**	\$1.15**
Pension	\$ 3.00					
	<u>\$36.59</u>					

The above was based on an increase package of \$.75 effective 5/01/18; \$0.80 effective 5/1/19; \$1.00 effective 5/1/20; \$1.10 effective 5/01/21 and \$1.15 effective 5/01/2022

\*\* The distribution of these monies will be determined by the employees with notice to be supplied in writing to the employer no later than April 15 of 2019, 2020, 2021 and 2022 respectively.