

AGREEMENT

BETWEEN

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 153, AFL-CIO**

And

MUTUAL REDEVELOPMENT HOUSES, INC.

JANUARY 1, 2021 - DECEMBER 31, 2023

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE NO.</u>
I	RECOGNITION AND RIGHTS OF MANAGEMENT	1
II	SUBCONTRACTING	2
III	UNION SECURITY	2
IV	CHECK OFF OF UNION DUES AND INITIATION FEES	3
V	WORK SCHEDULE	5
VI	HOLIDAYS	6
VII	VACATIONS	8
VIII	SICK LEAVE, LEAVES OF ABSENCE	9
IX	SENIORITY	13
X	PROMOTIONS, DEMOTIONS AND TRANSFERS	14
XI	LAYOFFS AND RECALL	15
XII	DISCHARGE	17
XIII	WELFARE AND PENSION PLANS	17
XIV	BULLETIN BOARDS	19
XV	NON-DISCRIMINATION	20
XVI	RATES OF PAY	20
XVII	TECHNOLOGICAL CHANGES	22
XVIII	GRIEVANCE MACHINERY & ARBITRATION	23
XIX	SEPARABILITY	25
XX	SUCCESSORS	26
XXI	FAMILY AND MEDICAL LEAVE	26
XXII	TERMINATION & RENEWAL OF AGREEMENT	31

AGREEMENT entered into and effective as of the 1st day of January 2021 by and between the **OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 153, AFL-CIO** (hereinafter referred to as the "Union") and **MUTUAL REDEVELOPMENT HOUSES, INC.** its successors and assigns (hereinafter referred to as "Employer").

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed as follows:

ARTICLE I
RECOGNITION AND RIGHTS OF MANAGEMENT

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all office and clerical employees, exclusive of all other employees employed by the Employer, including, but not limited to, employees covered by the collective bargaining agreements with other unions, professional employees, guards, foremen, confidential employees and supervisors as defined in the National Labor Relations Act.

Section 2: The Union recognizes the Employer's right to direct and control its policies subject to the obligations of this collective bargaining agreement.

m

ARTICLE II
SUBCONTRACTING

Subject to Article XVII herein, work which is normally or customarily performed by the employees covered by this Agreement may be subcontracted by the Employer to the United Housing Foundation Inc., Community Services, Inc., Mid-Eastern Cooperative, Inc. and Coordinated Housing Services, Inc. and/or any other organization that provides similar services.

ARTICLE III
UNION SECURITY

Section 1: It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing. All present employees who are not members of the Union and all employees who are hired hereafter shall become and remain members in good standing of the Union as a condition of employment on and after the 31st day following the beginning of their employment or on and after the 31st day following the effective date of this Agreement, whichever is later, including part-time employees working at least twenty (20) hours per week, except as hereinafter otherwise provided.

Section 2: Any employee covered by this Agreement whose probationary period has been extended to sixty (60) days pursuant to Article IX herein, shall become and remain members in good standing of the Union on the day following the end of the

probationary period or sixty-one (61) days from the date of employment, whichever is later.

Section 3: The Employer may hire temporary employees for a period of sixty (60) days during periods of peak work loads, and during the summer vacation period commencing May 15th and ending September 15th in each calendar year during the term of this Agreement. After sixty (60) days of employment, the Employer may extend the temporary employee's hiring period for an additional thirty (30) days. After sixty (60) days, or ninety (90) days, if said hiring period has been extended, such temporary employee shall either be terminated or become a permanent employee and shall become and remain a member of the Union in good standing upon reaching permanent status.

Section 4: Part-time employees are those regularly employed for twenty (20) or more hours per week.

Section 5: The Employer reserves the right to hire and lay off employees at its discretion, subject to the provisions of Article XI of this Agreement.

ARTICLE IV

CHECK OFF OF UNION DUES AND INITIATION FEES

Section 1: The Employer agrees to deduct Union dues and initiation fees from the wages of each employee on a weekly basis and remit such dues and initiation fees to the Union promptly after the last deduction each month summarized monthly.

Section 2: Dues will become due and payable in the first payroll period effective with the first week following thirty (30) days of employment. Initiation fees

become due and payable according to the fee payment schedule approved by the Union's Secretary-Treasurer.

Section 3: The Employer will deduct unpaid Union dues and initiation fees from the final pay check of any eligible employee member.

Section 4: 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 of the Employer of at least thirty (30) days' written notice of the change from the Union.

Section 5: The Union agrees to file an initiation fee and dues deduction assignment form, in accordance with applicable law, with the Employer, prior to such deductions.

Section 6: The Union will indemnify and save harmless the Employer against any and all claims, demands or suits that may arise out of any action taken by the Employer under this Article or any provision of this agreement that involves the termination of employment of any employee for non-payment of dues or initiation fees. If there is any claim, demand or suit, the Employer will give prompt written notice to the Union and the Union shall have the right to defend such claim, demand or suit.

ARTICLE V
WORK SCHEDULE

Section 1: Seven (7) hours shall constitute one (1) full day's work, and the employee's standard work week shall consist of five (5) days of seven (7) hours each.

Section 2: All work performed on Saturday shall be paid for at the rate of time and one-half the regular hourly rate of pay.

Section 3: All work performed on a sixth day, which is in addition to the employee's standard work week, shall be paid for at the rate of time and one-half the regular hourly rate of pay.

Section 4: All work performed on a seventh day, which is in addition to the employee's standard work week, shall be paid for at the rate of time and one-half the regular hourly rate of pay.

Section 5: All work performed on Sunday shall be paid for at twice the regular hourly rate of pay.

Section 6: All work performed in excess of seven (7) hours per day and/or thirty-five (35) hours per week shall be paid for at the rate of time and one-half the regular hourly rate of pay, subject to Article XVI, Section 6.

Section 7: All monies due for overtime shall be paid at the same time that regular weekly salaries are paid, and not more than one (1) week's accrual of overtime monies shall be permitted at any time.

Section 8: Those office and clerical employees who work in the maintenance or security departments shall receive two (2) relief periods of not less than

fifteen (15) minutes in each day's work schedule. The first such relief period shall occur prior to the lunch period and the second relief period shall occur after the lunch period and prior to the quitting time.

Section 9: Commencing the first Friday in July of each calendar year and ending on the second Friday in September of each calendar year all employees covered under the Agreement shall be permitted to leave work at 1:00 p.m. Employees shall offset a total of two (2) hours of work from Monday through Thursday. Employees shall have the option to arrive early, work later or shorten his/her lunch period in order to achieve the offset, but such offset work shall not result in the payment of overtime.

ARTICLE VI
HOLIDAYS

Section 1: All employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus' Birthday
President's Day	Veteran's Day*
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
	Employee's Birthday

*The Employer will operate with a reduced staff on Veterans Day. Reduced staff is defined as one bookkeeper, one receptionist to answer calls, and any other individual(s) the parties herein mutually designate. Employees who work on Veterans Day will be credited with one (1) additional floating holiday to be taken in

accordance with Section 2.A of this Article. All other employees covered by this Agreement shall have Veterans Day off with pay.

Section 2: In addition to the holidays enumerated in Section 1 of this Article VI, employees shall receive the following:

A. One (1) floating holiday which shall be requested by the Employee one week prior to the holiday. The Employer may decline the day selected by the Employee based upon its operational needs or the number of employees who have requested the holiday off. Employer approval shall not be unreasonably withheld.

B. Four (4) personal days off with pay, which shall include religious holidays. One personal day may only be taken with prior approval of the Employer. With respect to the remaining three (3) days, Employees shall give their immediate supervisor three (3) days' notice of their intention to take personal days off. Employees may, at the discretion of the Employer, take time off in one-half days.

Section 3: There shall be early closings for which the employees shall be entitled to full pay for the day as follows:

A. Business day prior to Thanksgiving Holiday - there shall be an early closing at 3:00 P.M.

B. Christmas Eve and New Year's Eve - all employees covered under the Agreement shall be permitted to leave after a half day of work on Christmas Eve and New Year's Eve and shall receive a full day's pay. In addition, if either Christmas Eve and/or New Year's Eve should occur on either a Saturday or Sunday, then

employees shall be permitted to leave after a half day of work on the preceding Friday and shall receive a full day's pay.

C. Election Day – all employees covered by this Agreement shall be permitted to leave after a half day of work in order to vote and shall receive a full day's pay.

Section 4: The following provisions shall apply. Holidays enumerated in Section 1 of this Article VI which fall on Sunday shall be observed on Monday. Holidays enumerated in said Section 1 which fall on Saturday shall be observed on Friday or Monday, at the option of the Employer.

Section 5: All work performed on holidays enumerated in Section 1 of this Article VI shall be compensated for by twice the regular rate of pay in addition to the regular weekly salary.

Section 6: In the event that any of the holidays enumerated in Section 1 of this Article VI fall on an employee's regular workday and said employee is not required to work on that holiday, such a holiday shall be considered as a day worked for the purpose of computing overtime pay.

Section 7: The employee must notify the Employer of his/her birthday date for the purpose of scheduling the day off. In the event the Employee cannot take his/her birthday off, the employee must be granted a day off within three (3) days of his/her birthday.

ARTICLE VII
VACATIONS

Section 1: Each employee who shall be employed for six (6) months, but less than one (1) year by July 1st of any year, shall receive one (1) week's vacation with pay.

Section 2: Each employee who shall have been employed for one (1) year, but less than four (4) years by July 1st of any year, shall receive two (2) weeks vacation with pay.

Section 3: Each employee who shall have been employed for four (4) years, but less than ten (10) years, by July 1st of any year, shall receive three (3) weeks vacation with pay.

Section 4: Each employee who shall have been employed for ten (10) years, but less than fifteen (15) years, by July 1st of any year, shall receive four (4) weeks vacation with pay.

Section 5: Each employee who shall have been employed for fifteen (15) years or more by July 1st of any year, shall receive five (5) weeks vacation with pay.

Section 6: Vacations shall not be accumulated from year to year. An employee may carry over one week's vacation to the following year, but no later than March 31st of the following year.

Section 7: In the event a holiday named in Section 1 of Article VI of this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

Section 8: When compatible with the proper operation of the Employer's Housing Development, choice of vacation period shall be according to seniority.

Section 9: Upon termination of employment, employees shall be paid their pro-rata share of unused vacation pay.

Section 10: Vacation rights earned as provided in this Agreement shall not be divested by reason of the death of a particular employee; in such case, payment shall be made as soon as practicable to executor or administrator of such employee or to other persons pursuant to the Estates, Powers and Trusts Law.

ARTICLE VIII
SICK LEAVE, LEAVES OF ABSENCE

Section 1: The Employer agrees to grant to its employees, ten (10) days sick leave per year for which full salary shall be paid, except as hereinafter provided in this Section 1. All unused sick days shall be paid for at the end of each calendar year of this Agreement, and shall not be cumulative. Employees during their first year of service shall receive 5/6th sick days per month, not to be considered cumulative. The Employer and Union acknowledge and agree that this Agreement provides sick and safe leave benefits that are substantially equivalent to the benefits provided by the New York State Sick Leave Law (New York Labor Law §196-b) and the New York City Earned Safe and Sick Time Act, as amended (20 NYC Admin. Code §20-911, et seq.). Accordingly, The parties acknowledge and agree that the provisions of the New York State Sick and Safe Leave Law and the New York City Earned Sick and Safe Time Act are hereby waived for all employees covered by this Agreement.

Section 2: For sick leave of three (3) or more consecutive days, the Employer may demand and receive from the employee involved, a statement from a medical doctor certifying the medical disability.

Section 3: Once during the term of this Agreement, upon written application to the Employer, a full-time employee employed for one (1) year or more shall be granted a leave of absence without pay, not to exceed six (6) months beyond the accumulation of paid sick leave referred to in Section 1 of this Article VIII, in case of bona fide illness, disability or injury so certified by a medical doctor. The Employer, at its option, may also require certification of the illness, disability or injury by a doctor of its own choice, at the expense of the Employer. During that period of time beyond the paid sick leave set forth in Section 1 of this Article VIII, seniority will be retained and will accumulate.

Section 4: The Employer agrees to provide five (5) days for hospitalized employees. These five (5) days are to be apart from the present sick leave stipulation and may be accumulated to twenty (20) days.

Section 5: The Employer shall grant two (2) health days per year to be used for physicals, mammographies, etc.

Section 6: The Employer shall grant a leave of absence, not to exceed six (6) months, in the event of maternity or adoption of a child. Employees receiving such maternity leave will retain and accumulate seniority during such leave.

Section 7: In cases of death of a member of an employee's immediate family (defined as parent, spouse, child, sibling), the employee shall be granted a leave

of absence of five (5) days with pay. In cases of death of a mother-in-law, father-in-law, sister-in-law, brother-in-law or grandparent of an employee, the employee shall be granted a leave of absence of three (3) days with pay. This leave of absence shall not be charged against sick leave. Employees shall be required to notify the Employer in cases where bereavement time will be used.

Section 8: An employee on leave of absence for sixty (60) days or less shall have the right to return to his/her regular job. If the employee's leave of absence extends beyond sixty (60) days, but is less than six (6) months, the Employer guarantees his/her employment in a job if the employee is qualified to perform, at not less than his/her former rate of pay.

Section 9: In the event any employee shall enter Military Service or shall be drafted for employment in the service of National defense, the Employer agrees that upon the discharge from Military Service or termination of employment in the Service of National Defense, said employee upon requesting re-employment within a reasonable period of time, shall be restored to his or her former position. Salary shall be determined by former salary received by said employee, with all adjustments made for any increases which may have been made to the remainder of the staff during the period of such service and which increases are in effect at the time of re-employment.

Section 10: Upon termination of employment, employees shall be paid their pro-rata share of unused sick leave.

Section 11: The Employer shall pay on the employee's regular pay day to each non-probationary full-time employee on jury duty, the employee's regular straight

time weekly earnings. It is the purpose of this provision for the full-time employee to receive said pay less any fee the employee shall receive for attendance as a juror. The employee involved shall pay to the employer, within a reasonable period after he/she receives it, the fee for attendance as a juror. Jury duty pay shall not exceed ten (10) working days in a calendar year.

Section 12: During the term of this Agreement, an employee who has been employed for ten (10) years or more, shall be entitled to one (1) leave of absence, for personal reasons, which shall not exceed sixty (60) days.

The employee shall give the Employer no less than thirty (30) days advance notice of his/her intention to take such leave. However, the Employer, for good cause shown, may defer the employee's leave of absence. No more than one employee in a job classification shall be entitled to a personal leave of absence at the same time.

A personal leave of absence shall be without pay, and the employee shall not accrue any benefits (including holidays, sick time and/or vacation) during the period of leave. During the period of leave, the Employer shall cover the employee under its medical insurance, and shall make contributions for pension on the employee's behalf.

The employee may not seek or perform other employment during the period of time that he/she is on personal leave. A personal leave of absence shall not affect the employee's seniority rights under this Agreement provided that the employee returns to employment when scheduled.

Section 13: Employer will pay full-time employees who have not used any of their paid sick time for the calendar years 2021, 2022 or 2023, a bonus in the amount of \$200 for each year. The bonus shall be payable to the employee by February 1 of the year following the year in which the employee qualifies. (i.e. February 1, 2022 for calendar year 2021)

ARTICLE IX **SENIORITY**

Section 1: Newly hired employees shall be considered on a trial basis for a period of sixty (60) days from the date of hiring. Said probationary period may be extended for an additional thirty (30) day period.

Section 2: During the term of the thirty (30) day probationary period, or sixty (60) day probationary period, as the case may be, such employee shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employee may be terminated any time during this period of thirty (30) days, or sixty (60) days, as the case may be, without any recourse whatsoever and without cause. After the completion of the thirty (30) day trial period, or sixty (60) day trial, as the case may be, seniority shall be effective as of the original date of employment.

Section 3: Seniority shall mean length of continuous service with the Employer and shall be cumulative on an office-wide basis.

Section 4: An employee shall lose all seniority rights for any one or more of the following reasons:

- a. Voluntary resignation.

- b. Discharge for just cause.
- c. Failure to return to work within seven (7) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.) The seven (7) day period shall commence on the date of mailing.
- d. Layoff for a continuous period of more than one (1) year.

ARTICLE X
PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1: Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. 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 positions.

Section 2: Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected.

Section 3: An employee who is promoted to a higher position and whose current salary exceeds the minimum salary paid for the higher position shall receive a weekly wage increase of not less than \$15.00. All employees so promoted shall be placed on the higher rated job for a probationary period of thirty (30) days. In the event the employee does not, in the opinion of the Employer, successfully pass the

probationary period, such employee shall return to his/her former position without any loss of seniority and shall receive the same rate of pay as in his/her former position.

Section 4: In the event of demotion from a higher job classification to a lower paid classification, the employee so demoted shall receive the maximum salary for the lower paid position, or the salary received prior to promotion, whichever is higher.

Section 5: An employee may apply for a transfer to a position of another classification within the same labor grade. Such transfer shall be made upon request of the employee at the discretion of the Employer. Any employee so transferred shall receive the same salary as in his/her former position.

ARTICLE XI **LAYOFFS AND RECALL**

Section 1: If the Employer deems it necessary to reduce the size of its office staff, the following procedures shall be adopted:

Layoff of employees shall be based on seniority, that is, the employee with the least amount of seniority shall be the first laid off.

Section 2: Notices of such layoffs shall be given to the employee affected in writing one week before the scheduled layoff.

Section 3: An employee laid off shall be placed on the recall list for a period of one (1) year.

Section 4: The Employer agrees to pay the full coverage to the Welfare and Pension Funds for laid-off employees for a period of thirty (30) days following the month in which the employee was laid off.

Section 5: The Employer, upon rehiring, shall do so in the inverse order of seniority. He shall rehire the last employee laid off, providing, however, that such employee has the qualifications for the position for which he/she is being rehired. Under no circumstances shall the Employer hire from the open market while employees on the recall list, qualified to perform the duties of the vacation position, are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

Section 6: An employee recalled and reinstated to the former position held shall receive the current rate of pay for his/her position.

Section 7: Any notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such laid off employee.

Section 8: In the event of a layoff other than temporary (no temporary layoffs shall exceed thirty (30) calendar days) the laid off employees shall receive the following severance pay based on service with the Employer in addition to the one (1) week's notice of such layoff: Employees with one (1) year or more of service shall receive one (1) week's severance pay for each year of service, to a maximum of eight (8) weeks' pay.

Any individual who receives severance pay and is recalled in less than one (1) year shall have the option of repaying the severance pay and having future severance pay computed from the original date of hiring, or may use the rehiring date as the basis for computation for any future severance pay. It is further understood that should the employee elect to use the rehiring date for computation of future severance pay, it shall in no way effect his seniority, pension rights, vacation rights, or any other rights provided in this Agreement. No employee whose employment is terminated for cause shall receive severance pay.

ARTICLE XII DISCHARGE

Section 1: It is hereby agreed that the Employer has the right to discharge any employee for just cause. The Employer agrees to advise the Union of any such discharge and the reason therefor within five (5) working days after such discharge.

Section 2: If, upon joint investigation by the Union and the Employer, or by decision of an arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank and may, or may not, be compensated for time lost.

ARTICLE XIII WELFARE AND PENSION PLANS

Section 1: The Employer agrees that employees covered by this collective bargaining agreement, except for an employee on leave of absence pursuant

to Article VIII, Sections 3, 8 or 9, will receive major medical insurance and life insurance pursuant to a contract between Mutual and an insurance carrier authorized to issue such coverage in the State of New York. Mutual reserves its right to change insurers during the term of this Agreement and to modify, change or alter the level of benefits provided for under the contract.

Section 2: The Employer agrees that employees covered by this collective bargaining agreement, except for an employee on leave of absence pursuant to Article VIII, Sections 3, 8 or 9, shall participate in the pension plan provided by the Employer, and that eligibility and benefits are defined by the terms of that Plan.

Section 3: Effective January 1, 2021, the Employer shall, commencing the first payroll week after January 1, 2021, pay \$19.43 per week for each employee covered by this Agreement, including those hired subsequent thereto, into the Local 153 Pension Plan.

Effective January 1, 2022, the Employer shall, commencing the first payroll week after January 1, 2022, pay \$20.01 per week for each employee covered by this Agreement, including those hired subsequent thereto, into the Local 153 Pension Plan.

Effective January 1, 2023, the Employer shall, commencing the first payroll week after January 1, 2023, pay \$20.61 per week for each employee covered by this Agreement, including those hired subsequent thereto, into the Local 153 Pension Plan.

Section 4: This Fund is administered by a Board of Trustees composed by an equal number of Union Trustees and Employer Trustees designated by each respective group, pursuant to a Trust Agreement and a Pension Plan which conforms to

all applicable laws and which has been approved by the Treasury Department as an exempt Plan. The Employer accepts the Trustees designated and is bound by the provisions of the Agreement and Declaration of Trust.

Section 5: The Pension Plan provides, among other things, for payment of:

a. A normal pension at age 65 after five (5) years of service as defined in the Plan.

b. An early retirement pension at age 55 after fifteen (15) years of service as defined in the Plan.

The Board of Trustees shall have the right to determine the amount of benefits to be paid for such pensions.

ARTICLE XIV **BULLETIN BOARDS**

A bulletin board will be made available to the Union and Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety, and general Union activities. All notices shall be submitted to the Employer or its designated representative before being posted. Approval shall not be withheld unreasonably by the Employer.

ARTICLE XV
NON-DISCRIMINATION

Section 1: The Employer agrees that it will not discriminate against an employee because of his/her activity as a member of the Union.

Section 2: No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer, except as herein otherwise provided.

Section 3: Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin or sex.

ARTICLE XVI
RATES OF PAY

Section 1: Employees shall be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the following table of job classifications and rates of pay:

<u>CLASSIFICATION</u>	<u>DESCRIPTION OF CLASSIFICATION</u>	<u>WEEKLY RATE</u> <u>January 1, 2021</u>
Labor Grade 1	Administrative Assistant	\$550.00
Labor Grade 2	Switchboard, Receptionist Facilities Coordinator	\$600.00
Labor Grade 3	Allocation Assistant/Project Administrator, Accounts Payable	\$720.00
Labor Grade 4	Bookkeeper, Senior Office Administrator, Accounts Payable	\$820.00



Section 2: Effective January 1, 2021, each employee covered by this Agreement who was employed prior to that date, and is employed on that date, shall receive a weekly wage increase of 3.0% added to his/her base salary as of that date.

Section 3: Effective January 1, 2022, each employee covered by this Agreement who was employed prior to that date, and is employed on that date, shall receive a weekly wage increase of 3.0% added to the base salary as of that date.

Section 4: Effective January 1, 2023, each employee covered by this Agreement who was employed prior to that date, and is employed on that date, shall receive a weekly wage increase of 3.0% added to the base salary as of that date.

Section 5: The provisions of Sections 1, 2, 3 and 4 of this Article XVI shall apply to part-time employees on a pro-rata basis.

Section 6: There shall be no pyramiding of overtime pay, holiday pay or any other premium pay.

Section 7: Any position not covered by Section 1 of this Article XVI or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. The Employer agrees to give the Union two (2) weeks prior notice in writing of the establishment of such position. In the event that the parties are unable to agree as to the classification and the rate of pay for the job in question, such dispute shall be submitted to the grievance procedure and arbitration machinery contained in this Agreement.

Section 8: Any employee with five (5) or more years of service shall receive the following longevity bonuses on the anniversary date of employment of such employee:

30 or more years of service	-	\$1,525.00
26 - 29 years of service	-	\$1,295.00
20 - 25 years of service	-	\$1,115.00
15 - 19 years of service	-	\$ 1,010.00
10 - 14 years of service	-	\$ 905.00
5 - 9 years of service	-	\$ 800.00

Section 9: The Employer agrees to pay salaries on a weekly basis. No more than one (1) week's salary shall be withheld at any time.

Section 10: The Employer shall pay to each non-probationary employee covered by this Agreement and employed as of the date of the ratification of this Agreement, a one-time bonus in the amount of \$300.00. This bonus shall be paid within 2 weeks following ratification.

ARTICLE XVII
TECHNOLOGICAL CHANGES

Section 1: The Employer agrees to advise the Union representative of any job technological changes, such as the introduction of data processing equipment, computers or other automated office machines, at least two (2) weeks before making such changes. Any job created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit in



accordance with the provisions of Section 2 of Article X of the collective bargaining agreement. Employees who are to be displaced by technological changes and who are qualified, either by existing skills or by the training program provided for under Section 2 of this Article XVII for the job created by such change, will be given first opportunity to fill the new positions before any persons outside the collective bargaining unit are hired to fill these positions.

Section 2: In the event it is necessary to train employees who will be displaced by technological change to qualify them for employment in the resultant automated positions, the Employer agrees to institute a training program for those employees who wish such employment.

Section 3: The Employer agrees to use its best efforts to provide other jobs for employees filling jobs within the presently existing collective bargaining unit whose jobs are abolished or altered by the introduction of data processing equipment and computers or other automated machines.

ARTICLE XVIII

GRIEVANCE MACHINERY & ARBITRATION

Section 1: A grievance, within the meaning of this Agreement, shall be any difference of opinion, controversy or dispute, arising between the parties hereto relating to any matters of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2: An aggrieved employee shall present his/her grievance within fifteen (15) days of its occurrence or such will be deemed waived by the Union and the Employer.

STEP 1 - The employee and the steward shall take up the grievance with the employee's supervisor. In the event the grievance is not satisfactorily settled within two (2) working days, the employee, the steward and the supervisor shall each prepare a written report and forward one (1) copy of the report to the Union representative and one (1) copy to the Employer's General Manager.

STEP 2 - The Union representative and the Employer's General Manager shall meet to discuss the grievance within three (3) working days after the two (2) working days provided for in Step 1. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days after such meeting, the grievance may be taken to arbitration by either of the parties upon written notice to the other party.

Section 3: If either party fails to carry out procedure set forth in Steps 1 and 2, the other party may immediately take the dispute to arbitration upon written notice to the other party.

Section 4: If arbitration becomes necessary, either party may submit the matter for arbitration to either Roger Maher or Hezekiah Brown in sequential order. If a vacancy occurs in the named arbitrators, or there is a desire to change any of the designated arbitrators, then the appropriate business agent of the Union and the

General Manager of the Employer shall designate such arbitrator. The decision of the arbitrator shall be final and binding upon all parties.

The administrative costs of arbitration, including the arbitrator's fees and expenses, are to be shared equally by the Employer and the Union. All other costs of arbitration shall be borne by the party who incurred such cost.

Section 5: There shall be no work stoppage, strike, slowdown, lock out or picketing during the term of this Agreement. If this provision is violated, the matter may be submitted immediately to arbitration by either party. The Employer shall have the authority to impose proper discipline, including discharge, in the event any employee takes unauthorized strike action, slowdown or work stoppage in violation of this Agreement.

Section 6: In the event any other employees of the Employer, members of another Union, are authorized by such Union to engage in any strike or refusal to work, place or maintain pickets at or on the Employer's premises, then any refusal to work or failure to cross such picket lines by members of the Office and Professional Employees International Union, Local 153 shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

ARTICLE XIX
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.

ARTICLE XX
SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by other means enter into an agreement with another firm or individual for the acquisition of the Employer which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor or firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE XXI
FAMILY AND MEDICAL LEAVE

The Employer will comply with the Family and Medical Leave Act of 1993, as amended, and all associated regulations.

ARTICLE XXII
TERMINATION & RENEWAL OF AGREEMENT

This Agreement shall begin on January 1, 2021 and continue in full force and effect through and including December 31, 2023, and from year to year thereafter until terminated by either party giving to the other written notice of termination by registered or certified mail; return receipt requested, at least sixty (60) days prior to the date of expiration.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective authorized signatories the day and year first above written.

MUTUAL REDEVELOPMENT HOUSES, INC.

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 153,
AFL-CIO**

By 

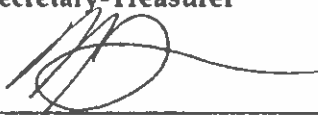
AMBUR NICOSIA
President

By 

MYRA HEPBURN
Secretary-Treasurer

By 

RYAN DZIEDZIECH
General Manager

By 

NICK GALIPEAU
Business Representative
5/17/21