

AGREEMENT

between

Local 32BJ Legal Fund

And

Communication Workers of America

AFL-CIO Local 1105

February 21, 2019 - February 20, 2022

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AGREEMENT entered into the 28th day of June, 2019 between the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO, hereinafter referred to as the "Union" and the BUILDING SERVICE 32BJ LEGAL SERVICES FUND, hereinafter referred to as the "Employer".

WHEREAS, the above mentioned parties desire to cooperate in establishing conditions which will tend to secure 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.

ARTICLE 1

RECOGNITION

Section 1 - The Employer agrees to recognize the Union as the sole collective bargaining agent for all full-time and regular part-time office clerical employees, including secretaries, intake specialists, data entry clerks, receptionists, intake/file clerks, stock and mailroom clerks, and social workers employed by the Employer excluding supervisory and confidential employees.

Section 2- In the event that a temporary employee is employed beyond twelve (12) weeks, said employee shall automatically acquire the status of a permanent employee. In the event that there is a need for temporary help requiring more than twelve (12) weeks of employment, the foregoing stipulation may be conditionally waived upon written mutual Agreement of the parties prior to expiration of the twelve week period.

Section 3- In the event it becomes apparent that a long term project requires employment of staff to work for at least six (6) months but not more than eighteen (18) months, project employees may be hired. These employees shall be covered by this Agreement in all respects except that they may be terminated when the project is completed or abandoned and such terminations shall not be grievable. Should the project extend beyond eighteen (18) months, these employees shall automatically become regular employees. Upon hiring a project employee, the Employer must notify the Union of the name of the employee and the hiring date.

ARTICLE II

UNION SECURITY

Section 1-The Employer agrees that all employees covered under this Agreement shall as a condition of employment, thirty-one (31) days, from the execution of this Agreement, become and remain members of the Union in good standing.

Section 2-The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, become and remain members of the Union in good standing.

Section 3- The Employer agrees that a representative of the Union shall have access to the place of business during working hours for the purpose of investigating or settling disputes, provided that 24 hours advance notice is given and further provided such access shall not interfere with the operation of the office.

Section 4- Employees shall serve a five (5) month probationary period. A thirty (30) day extension may be granted by mutual consent between the Employer and the Union. Upon successful completion of the probationary period, employees shall be considered regular employees and shall be entitled to all rights, privileges, and benefits of this Agreement.

Section 5- The Employer shall deduct from the wages of any employees who submit voluntary authorization cards an amount designated by such employees for a CWA political action fund. Such voluntary contributions shall be forwarded to the Secretary- Treasurer of CWA, AFL-CIO, monthly, by check, payable to CWA, along with a listing of persons who contributed such monies.

Section 6 - The Employer agrees to deduct Union dues and initiation fees from the wages of each employee. The Employer agrees to forward such initiation fees and dues to the Union office monthly, no later than the second week of the month in which the dues are deducted.

Section 7- The Union agrees to file an initiation fee and dues deduction assignment form with the Employer for each employee, prior to such deductions.

Section 8 - The Employer will furnish monthly to CWA Local 1105 a list of new hires and terminations, identifying the employee's name, address, social security number, job title, wages, seniority date and department to ensure enrollment status in the Union.

ARTICLE III

DISCHARGES, LAYOFF, ETC.

Section 1- It is hereby agreed that the Employer has the right to discharge or layoff any employee for sufficient and reasonable cause. In addition to any other sufficient and reasonable cause, the Employer shall have the absolute right to discharge an employee for being abusive to any member of Local 32BJ and or persons covered for benefits under any of the Building Service benefit funds. Section 2 hereof notwithstanding, no arbitrator appointed pursuant to this Agreement shall have the authority to reinstate an employee who has been found to be abusive as above described.

Section 2 - If by decision of any arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged or laid off, the terms of reinstatement shall be left to the judgment of the arbitrator.

Section 3 - In the event of a reduction in force, seniority rights shall apply, i.e., the last person hired in the department in which the force is being reduced shall be the first employee laid off. An employee who is laid off in one department shall have the right to bump the least senior employee in another department and shall be given a period of six weeks during which he/she will be given training, followed by a 30 day probationary period. In the event that more employees are hired, employees shall be recalled in the inverse order of lay off. Employees who have been laid off shall be subject to recall for a period not greater than one (1) year from the date of layoff.

Section 4 - Employees shall be entitled to a leave of absence of up to six (6) months if receiving New York State Disability or New York Workers' Compensation payments provided that such employees have at least one (1) year of employment. Employees on leave of absence shall not accrue seniority but all seniority accrued prior to the leave of absence will remain intact.

Section 5 - (a) Any employee who is laid off shall receive two (2) weeks' notice of layoff regardless of their length of employment.

(b) Any employee who is laid off shall receive accrued but unused benefit time (vacation, sick and personal time) as described in this Agreement. In addition, employees who are laid off shall receive severance pay in accordance with the provisions set forth below. Employees hired before October 20, 2016, who retire and collect their pensions will receive accrued but unused benefit time as described in this Agreement. Employees who are discharged for cause shall not receive severance pay. Employees hired after October 20, 2016 will not receive severance pay upon retirement.

(c) Employees who were hired after February 20, 2007 but before October 20, 2016 will not receive severance pay if they voluntarily quit their employment for any reason other than retirement. Employees who were hired after October 20, 2016 will not receive severance pay if they voluntarily quit their employment for any reason. They shall however, receive all other accrued but unused benefit time according to the provisions of this Agreement.

(d) Employees who were hired on or before February 21, 2007 shall continue to receive severance pay if they voluntarily quit their employment but such severance pay shall be limited to one (1) week's pay for each year of service through December 31, 2008. (e.g. If an employee has been employed for six (6) years as of December 31, 2008, the maximum amount he/she could receive for voluntary quits would be six (6) weeks.)

(e) All employees who are terminated by the Employer for any reason other than discharge for cause or for employees hired prior to October 20, 2016 who retire shall receive (1) one week's severance pay for each year of service to a maximum of (12) twelve weeks' severance pay.

(f) Employees will be required to sign an Agreement & General Release form in exchange for any severance when provided.

(g) No employee shall be discharged, laid off or discriminated against as a result of a change in leadership of the Employer.

(h) If the Employer conducts a reduction in force it shall give four (4) weeks written notification to the Union. The notice shall include the specific reason(s) therefore, the number of employees being laid off and the positions affected. If this notice is not provided, the affected employees shall receive one (1) week's pay for each week not notified, to a maximum of four (4) weeks' pay. This payment would be in addition to any severance, vacation, personal and/or sick days to which such employees are already entitled.

ARTICLE IV

WAGES, HOURS, VACATIONS

Section 1- Effective as of February 21, 2019 all employees on the payroll at the date of ratification shall receive 2.5% increase in their base wages. Effective February 21, 2020 all employees shall receive 2% increase in their base wages. Effective February 21, 2021 all employees shall receive 2% in their base wages.

In the event that the Employer provides to all Funds non-bargained staff a wage increase or lump sum greater than 2% effective February 21, 2019 and/or February 21, 2020, and/or February 21, 2021, employees covered by this Agreement shall receive the same percentage wage increase or lump sum as Funds staff not covered by this Agreement.

A bi-lingual differential will be paid on an hourly basis to employees in member facing roles who regularly translate for members as part of their regular jobs. The Director shall determine who is eligible for this differential and will also devise a way of testing proficiency. (This differential will be paid for translation of any language represented in substantial numbers among 32BJ Members.) The amount of the differential shall be pro-rated according to the number of hours spent translating. The maximum amount of differential pay an employee may receive on an annual basis shall not exceed \$2,000.

Section 2- In the event that the CPI (Urban Wage Earners and Clerical Workers Index for the New York City Metropolitan Area), increases by at least 4% for the period January 2016 to January 2017, effective 2/21/17, all employees shall receive a wage increase equivalent to the percentage by which the CPI increase exceeded 3.5% with a maximum of 1.5%. In the event that the CPI increases by at least 4% for the period January 2017 to January 2018, effective 2/21/18, all employees shall receive wage increase equivalent to the percentage by which the CPI exceeded 3.5% with a maximum of 1.5%. Wage increases under this provision shall be given in 1/2% increments.

Section 3 - Seven (7) hours per day and thirty-five (35) hours per week from Monday to Friday, inclusive, shall constitute one (1) full week's work. All work performed in excess of thirty-five (35) hours, shall constitute overtime, which shall be paid at one and one-half (1.5)

the employee's hourly rate of pay.

Employees assigned to work any day outside of their normal work week shall be scheduled to work no less than 3.5 hours for the day.

In the event that the Employer determines to open the office on Saturdays and/or Sundays thus requiring the scheduling of bargaining unit employees on a regular basis on either or both of those days, the employer may assign employees to Saturday and/or Sunday as a normal part of their work week and schedule two (2) other consecutive days off during the week.

In the event it becomes necessary to schedule employees to work on Saturdays and/or Sundays as a normal part of their workweek it shall be done in the following manner:

Management will ask for volunteers among employees qualified to perform the work and assign a Saturday and/or Sunday assignment in order of seniority from among the volunteers. In the event that the number is still insufficient to meet the Employer's requirement for weekend work, employees shall be assigned in the inverse order of seniority from the department in which such employees are needed. Employees who are scheduled to work Saturday and/or Sunday as part of their normal thirty-five (35) hour work week shall receive a differential of 10% for hours worked on that day.

Section 4 - Employees shall be entitled to two (2) breaks of fifteen (15) minutes each; one (1) in the morning and one (1) in the afternoon. In the event that an employee works more than nine (9) hours in a work day, he or she shall be entitled to an additional fifteen (15) minute break.

Section 5 - All employees are to receive the following holidays with pay

New Year's Day	Thanksgiving Day
Martin Luther King's birthday	Day after Thanksgiving
Presidents Day	Christmas Day
Memorial Day	Four (4) Personal Days
July 4th	One (1) Interchangeable Day
Labor Day	(Birthday/Personal)
Columbus Day	

In order to qualify for holiday pay, employees are required to work their last scheduled full work day before and their first scheduled full work day after the holiday. Scheduled paid vacation and/or personal days count as meeting this requirement. Employees working a part time schedule will receive all holiday pay on a prorated basis. The employee must be normally scheduled to work the Holiday to receive any Holiday pay.

If, due to a documented medical or other emergency, the employee is able to only work one-half of his/her shift on the day before or the day after a scheduled Holiday, said

employee's eligibility to receive pay for the Holiday shall be determined by their supervisor on a case-by-case basis.

All work performed on any of the above enumerated holidays and Sundays, shall be compensated at twice the regular rate of pay. Sunday shall be compensated at straight time if it is part of the employee's normal work week.

The Personal Days in the above schedule shall be granted to employees in the service of the Employer for at least one (1) year, provided the employee gives the employer at least one (1) weeks' notice.

The one (1) weeks' notice requirement for personal days shall be waived in the event of a bona fide emergency. In such emergency situations, employees will be able to use personal days in half day increments. Employees shall be paid for all unused personal days at the end of each year.

Employees who are laid off shall receive payment for unused personal days which shall be accrued on a pro-rata basis. Employees leaving the job of their own volition shall receive payment of unused personal days accrued on a pro-rata basis provided the Employer is given two (2) weeks' notice by the employee leaving his or her job.

In the event that more employees wish to take a personal day than the Employer can allow on that day preference shall be in order of seniority on a rotating basis.

If a contract holiday falls on a Saturday, it shall be celebrated on the previous Friday if the office is closed. If the office is not closed, each employee shall be entitled to a day off with pay within the following thirty (30) days. In the event that the contract holiday falls on a Sunday, employees shall receive the holiday on the following Monday if the office is closed. If the office is not closed each employee shall receive a day off with pay during the following thirty (30) days.

Section 6- All employees shall be paid weekly and all salaries shall be paid during working hours. No more than one (1) week's pay shall be withheld at any one time.

Section 7- (a) Each employee shall receive one (1) day per month of paid sick leave to a maximum of twelve (12) during the first year of employment. At the end of the year, they shall be paid 50% of all unused sick days that they accrued. The other 50% shall be placed in the employees' "sick day bank". However, any employee who leaves his or her employment having used more sick days than accrued on a per day per month basis during that year, shall have the amount of such deficit deducted from any final payments due the employee such as severance pay, accrued vacation or final week's salary.

(b) Staff employed after their first year anniversary shall be entitled to twelve (12) paid sick days. There shall be six (6) paid sick days available to use in any pattern during January to June and six (6) paid sick days available effective July 1 for the period of July through

December. Sick time may be advanced up to the limit of the employee's entitlement. When an employee exhausts sick leave, vacation and personal time shall not be used without the consent of the employee.

(c) Any unused sick days at the end of the year will be paid out 50% and the other 50% will be placed in the employee's "sick day bank". The maximum number of days placed in the "sick day bank" will be thirty (30) days. (This change became effective on 1/1/2014)

(d) In the year that any employee has accumulated 30 days in his/her sick day bank, that year's balance of sick days will be paid out 100%. The thirty days in the "sick day bank" will stay in reserve in case of disability and/or extended illness. These "banked" days shall become part of the severance package in the event that an employee tenders his/her resignation.

(e) Any employee absent for three (3) consecutive days or more shall be required to bring a doctor's note in order to receive sick pay.

(f) Perfect Attendance Bonus:

I. In the event an employee maintains perfect attendance for a consecutive six (6) month period, such employee shall receive a Perfect Attendance Bonus in the amount of \$350.00.

II. In the event the employee maintains perfect attendance for another consecutive six (6) month period for a total of twelve (12) consecutive months, such employee shall receive the Perfect Attendance Bonus in the amount of \$350.00 and an additional \$50.00 will be added for a total of \$750.00 for a full year of "Perfect Attendance."

III. Sick time, whether paid or unpaid, Worker's Compensation and Disability, FMLA (unless taken as scheduled Personal or Vacation Time) plus unpaid personal time, scheduled or unscheduled, will be counted against eligibility to receive perfect attendance pay. Vacation scheduled paid Personal Days, scheduled regular Holidays, and one (1) emergency paid Personal Day (with documentation) will not be counted against eligibility for perfect attendance pay.

Section 8- Employees shall be granted the following vacation pay. Completion of vacation allowance shall be converted to a calendar year.

•Six (6) months but less than one (1) year of service: One (1) week vacation, plus one (1) additional days' vacation for each month in excess of six (6) months to a maximum of ten (10) days.

•One (1) year of service -Two (2) weeks' vacation

•Two (2) years but less than seven (7) years of service- Three (3) weeks' vacation

•Seven (7) years but less than ten (10) years of service- Four (4) weeks' vacation

- Ten (10) years but less than seventeen (17) years of service- Four (4) weeks and two (2) days' vacation
- Seventeen (17) years of service of more-Five (5) weeks' vacation

Vacation accruals shall be done on a calendar year basis. This is accomplished by prorating the first year from the date of hire to December 31st and following years in which there is a change in vacation entitlement, from the anniversary date to December 31st.

Vacations must be taken each year except that employees will be allowed to carry over a maximum of two (2) weeks of vacation to the following calendar year.

Employees shall accrue vacation on a month-to-month basis for purposes of payout at separation from employment.

An employee with more than one (1) year of service who leaves voluntarily (with a minimum of two (2) weeks' notice) on or after July 1 will be paid all of his/her unused vacation for that year, plus any unused vacation carried over from the previous year.

An employee, who is discharged for cause, is entitled to the unused prorated portion of vacation (as described herein above) for the calendar year in which he/she is discharged, plus any unused vacation carried over from the previous year.

Vacation shall be approved on an as requested basis; requests made at the same time will be approved in order of seniority. Requests for vacation time shall be responded to not more than two weeks from when the request is received. Vacation requests in a particular calendar year will be accepted beginning the first full week of November of the preceding year.

Section 9 - The minimum wages (reflects the 2% minimum increase):

Position	2/21/19	2/21/20	2/21/21
File Clerk	\$839.23	\$856.01	\$873.13
Receptionist	\$882.48	\$900.13	\$918.13
Cooperating Attorney Clerk	\$988.05	\$1007.81	\$1027.97
Intake Specialist I	\$988.05	\$1007.81	\$1027.97
Intake Specialist II	\$1013.53	\$1033.80	\$1054.48
Legal Assistant I	\$1030.22	\$1050.82	\$1071.84
Legal Assistant II	\$1061.10	\$1082.32	\$1103.97
Social Worker	\$1826.88	\$1863.42	\$1900.69

The Employer and the Union shall agree to form a committee to review and make any necessary changes to the current compensation structure, job titles, starting salary, etc. Please note that decisions and/or recommendations of the Committee are non-binding and not subject to the grievance and arbitration provisions of the Agreement.

Section 10 - New employees shall receive all general wage increases which are effective after their dates of employment.

Section 11 - Notary Public License Salary Differential: Any and all employees who have or obtain a valid notary public license shall receive an additional \$10.00 weekly salary differential over and above their base pay. In order to retain this salary differential, the notary public license must be kept current.

ARTICLE V

BENEFIT FUNDS

Section 1- All employees covered by the Agreement shall be covered under the Building Service 32BJ Health Fund, Thomas Shortman Training Fund and Building Service 32BJ Legal Services Fund in all respects at the rates established by the Trustees. Employees will be given time off during working hours, up to four (4) visits annually, to visit the Dental Center, provided they give two (2) weeks' notice to their immediate supervisors and provided employees return to work immediately following completion of their appointment.

ARTICLE VI

PENSION FUND

Section 1- Employees covered under this Agreement shall participate in the Building Service 32BJ Pension Plan Program A.

Contribution Rates:

2019 - \$114.75 per week per employee

2020 and subsequent years contributions will be made at the rate established by the Trustees of the Fund for the Program A Pension Plan.

Section 2 - 401(k) Plan: All employees will be covered under the Building Service 32BJ Supplemental Retirement and Savings Plan. The Employer will contribute \$23.00 per week on behalf of each employee. Employees will be able to make their own tax free contributions and direct their own investments, in accordance with the terms of the Plan.

ARTICLE VII

BEREAVEMENT/JURY PAY

Section 1- Employees shall not be required to work for a maximum of five (5) days immediately following the death of a parent or parent-in-law, spouse, Domestic Partner, child, brother/sister, brother/sister-in-law, grandchild and grandparent.

Employees shall be entitled to one (1) day off to attend the funeral of a niece or nephew, aunt or uncle and/or cousin when such funeral falls on a day when the employee is regularly scheduled to work.

Section 2- Employees with more than one (1) year of employment who are required to serve on jury duty shall be paid for a maximum of three (3) weeks full salary less jury duty pay.

ARTICLE VIII

MISCELLANEOUS

Section 1- Members of the Union shall be permitted to use the Union label.

Section 2- The Benefit Funds will only provide verification of the dates of employment, job title/position, and salary.

Section 3- Employees who work until 8:00pm or later shall be reimbursed for transportation costs to their home upon proper presentation of receipts.

Section 4- The Employer has the right to monitor telephone communications as permitted by law for purposes of training and insuring proper business telephone techniques of its employees. The Employer will inform employees of which phones are subject to monitoring. Employees who are found to be not conducting themselves in a professional manner will be subject to discharge.

Section 5 -Tuition Reimbursement: The Employer will reimburse employees for approved job related courses, according to the following reimbursement methodology:

(a) Payment will be made up to three (3) times per year for (Fall, Spring, &/or Summer Semesters) based upon the employee's GPA for each Semester:

- For a 4.0 (A) GPA employees may receive up to \$1,000 in that semester.
- For a 3.0 (B) GPA employees may receive up to \$833.33 in that semester.
- For a 2.0 (C) GPA employees may receive up to \$666.66 in that semester.

(b) If an employee takes at least three (3) courses during any year, the employer will pay any un-reimbursed balance to the employee, based upon the year end Grade Point Average (GPA). Payment will be calculated as follows:

- A maximum of \$3,000, which will include what was paid during the year, will be reimbursed for a year end grade point average of 4.0 (A)

- A maximum of \$2,500, which will include what was paid during the year, will be reimbursed for a final GPA between 3.0 and 3.9 or a (B).

- A maximum of \$2,000, which will include what was paid during the year, will be reimbursed for a final GPA between 2.0 and 2.9 or a (C)

(c) Exceptions:

- A Pass for a Pass/Fail course will equal (3.5) in calculating the GPA if not already calculated by the school.

- Other school grading methodology will be reviewed on a case by case basis.

(d) Tuition Reimbursement will be paid when proof of grade and payment has been provided to the Human Resources Department.

Section 6 - Transit Check: The Employer will implement a transit check program which will enable employees to purchase transit fare with pre-tax dollars.

Section 7 - No policies, manuals, or rules promulgated by the Employer shall derogate or detract from rights or benefits granted to the employees under this Agreement.

Section 8 - A bulletin board shall be furnished by the Employer exclusively for Union announcements and notices.

Section 9 - Promotions:

1. All promotions shall be made on the basis of ability and seniority. In the event that there are equivalent qualifications, seniority shall prevail.

2. Any bargaining unit position which may last or is expected to last more than sixty (60) days, must be posted on a designated bulletin board of the Employer. This notice shall remain on the bulletin board for ten (10) ten working days. A steward may submit a name for posting for a bargaining unit employee who is absent.

3. Upon the request of an employee, management will meet with the employee and recommend appropriate training to said employee that may assist them to improve their skills which may enhance their opportunities when applying for future postings within the department. Job descriptions for all positions will be readily available to employees so they may review to identify potential areas of study.

Section 10 - Union Leave: Up to two (2) shop stewards designated by the Union shall be permitted up to two (2) days' paid and three (3) days' unpaid leave time to attend to Union designated activities such as school, conventions conferences, etc.

ARTICLE IX

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1- A grievance shall be defined as any dispute arising under the collective bargaining Agreement. In the event that any such dispute arises during the life of this Agreement, the members of the Union shall continue to work and shall not strike and the Employer agrees that there shall be no lockout.

Section 2- The following provision shall constitute the grievance procedure.

Step 1: The union shall present the grievance to the member's immediate supervisor or designated individual. Grievances must be filed within thirty (30) calendar days of the incident giving rise to the grievance or within thirty (30) days of when the employee should have become reasonably aware of the problem. Failure to file within the period referred to the rein shall result in the grievance being time barred.

Step 2: The grievance shall be submitted to the Director of the legal Fund or his/her appointed designee. They shall meet with the steward and the grievant within five (5) working days and respond within five (5) additional days. If the grievance is still not settled, it shall be submitted to step 3.

Step 3: The Director or his or her designee shall meet with the Union representative within ten (10) days. If the grievance is not settled at this step, either party may, within ten (10) days, apply to the New York State Employment Relations Board for the appointment of an arbitrator.

Step 4: The decision of the arbitrator shall be final and binding upon the parties to this Agreement. The expense of the arbitration proceedings shall be shared equally between the Union and the Employer.

ARTICLE X

SAVINGS CLAUSE

Section 1- Should any valid Federal, State, or Local law, or the final determination of any Board or Court of competent jurisdiction, affect any provision of this Agreement, the parties agree to replace such provision with one that as close as legally possible mirrors and/or achieves the purpose of such invalidated or unenforceable provision.

ARTICLE XI

TERMINATION AND RENEWAL OF AGREEMENT

Section 1 - This Agreement shall begin on February 21, 2019 and continue in full force and effect until February 20, 2022 and from year to year thereafter until terminated by either party submitting to the other written notice of termination, sixty (60) days prior to the date of expiration.

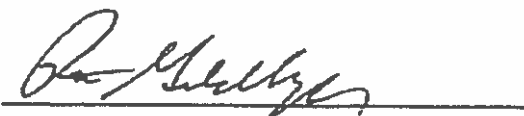
Section 2 - In the event either party desires to terminate or modify this Agreement, it shall submit notice in writing sixty (60) days prior to the effective date of expiration in any year.

IN WITNESS THEREOF, the parties here to have caused these presents to be executed by their respective officers and their seals to be affixed the day here in first above written.

COMMUNICATION WORKERS OF AMERICA, AFL - CIO

By: 
Union Representative

BUILDING SERVICE 32BJ LEGAL SERVICES FUND

By: 
Peter Goldberger

