

**AGREEMENT BY AND BETWEEN**

**ALIGN**

**And**

**COMMUNICATION WORKERS OF**

**AMERICA, LOCAL 1180**

**Effective**

**April 1, 2018 through March 31, 2021**

## **PREAMBLE**

ALIGN: the Alliance for a Greater New York and the Communications Workers of America, Local 1180 agree to promote the dignity of all working people both in and outside the bargaining unit and to assure mutual respect and dignity in accordance with the Universal Declaration of Human Rights (UDHR), the principles of the International Labor Organization (ILO) and the laws of the United States of America. In order to achieve these mutually desirable goals, the parties agree to the following collective bargaining agreement. The foregoing is a statement of general principles only and no alleged violation of these principles shall be subject to the grievance and arbitration provisions of this Agreement, or to enforcement in any other forum.

## **AGREEMENT**

This AGREEMENT is made and entered into this 22<sup>nd</sup> day of January 2016 by and between ALIGN: the Alliance for a Greater New York (hereinafter called the “Employer”) and COMMUNICATIONS WORKERS OF AMERICA, LOCAL 1180 (hereinafter called the “Union”), in order to establish and maintain wages, hours and working conditions for all Employees as defined in Article 1 hereof, and to insure the peaceable adjustment and settlement of grievances.

## **ARTICLE 1 – RECOGNITION AND DEFINITIONS**

- A. Recognition: In accordance with the card check conducted by Rabbi Michael Feinberg, Executive Director of the Greater New York Labor-Religion Coalition, and the Labor Recognition Agreement signed on April 7<sup>th</sup>, 2014, and the provisions of the National Labor Relations Act

(‘Act’), the Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of work and other conditions of employment for all regular full-time and regular part-time professional employees employed by the employer as defined in the Labor Recognition Agreement but excluding consultants, volunteers, interns, supervisors, managers and guards as defined in the National Labor Relations Act..

- B. Definition of Regular Full-time Employees: For the purpose of this agreement, regular full-time employees means those employees who work at least 40 hours per week on a regular and continuous basis, inclusive of a one hour unpaid meal period
- C. Definition of Regular Part-time Employees: For the purpose of this agreement, regular part-time employees means employees who are regularly scheduled to work at least 20 hours or more per week but less than 40 hours per week.

## **ARTICLE 2- EQUAL EMPLOYMENT OPPORTUNITY**

- A.** The Employer and the Union agree not to discriminate against employees or members on the basis of race, color, religion, (other than to reasonably accommodate an employee’s Sabbath), sex, national origin, disability, age, sexual orientation/LGBTQ (which includes affectional preference, same sex partnership status, gender identity or expression), pregnancy, class, ethnicity, immigration and citizenship status (providing the employee is legally authorized to work), marital status, or status as a current or former military service member (other than what is required under USERRA or state law), and status as a victim of domestic violence, sexual violence or stalking. Regarding relations among employees, all employees are required to abide by this policy.

**B.** Employer shall actively recruit, hire and promote qualified female and minority employees, subject to the discretion of the Executive Director to determine the skills, abilities and qualifications of applicants and the needs of the organization.

### **ARTICLE 3- LEGAL CONFLICT**

Should any provision of this Agreement be adjudged unlawful by a court of competent jurisdiction or other tribunal, such provision shall be treated as null and void, but all other provisions of this Agreement shall continue to be in full force and effect. The parties shall renegotiate the unlawful provisions.

### **ARTICLE 4- EMPLOYER POLICIES**

To the extent that there is a conflict between the Employer's policy or rules, as they may exist from time to time, and a specific provision of this collective bargaining Agreement, the specific provisions of this collective bargaining agreement shall prevail.

### **ARTICLE 5- UNION SECURITY**

#### **A. Union Membership or Agency Fee**

- i. All present employees, who are members of the Union on the effective date of this Agreement or the date of execution of this Agreement, whichever is later, shall remain members in good standing by the payment of their regular dues as a condition of employment. All employees covered by this Agreement who are not currently members of the Union and all future hires shall within 30 days of hire or within 30 days of the effective date of

this Agreement or the date of execution of this Agreement, whichever is later, as a condition of employment, either (a) acquire and maintain membership in the Union in good standing, or (b) tender to the Union an agency fee equal to the amount allowed by law to be charged in lieu of periodic dues uniformly required as a condition of membership in the Union.

- ii. Notwithstanding the foregoing, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment, provided, however, that such employee shall, as a condition of employment, in lieu of payment of periodic dues, pay a sum equal to the service fee provided in section A(1)(b) above to a charity. Upon request by the Union, the Employer shall be required to furnish satisfactory evidence that such deductions are being made and transmitted to the appropriate charity.
- iii. Upon receiving a signed statement from the Union indicating that an employee has failed to comply with the conditions of Article 5, §A, said employee shall be terminated within 30 working days after receipt of notification unless the employee has complied with the conditions of Article 5, §A.

B. The Employer will deduct Union dues and initiation fees or agency fee in amounts certified by the Union as those uniformly required as a condition of acquiring or retaining membership or allowed by law in lieu of dues upon receipt of a payroll deduction authorization. Such deductions shall be made in each payroll period and shall be remitted to the Union on a monthly basis. The Union shall provide the Employer with at least 30 days' notice of any changes in the dues or agency fees to

be deducted.

- C. Indemnification. The Union shall indemnify and hold the Company harmless against any and all claims, demands or other forms of liability, including but not limited to reasonable attorneys' fees that shall arise out of any action taken by the Company for the purpose of complying with this Article.

## **ARTICLE 6- UNION BUSINESS**

- A. Bulletin Board. The Union shall have the use of a bulletin board in the office designated by the Employer for the posting of union notices.
- B. Union Visitation. A duly authorized representative of the Union shall be permitted reasonable access to the employment premises during working hours for the purposing of ascertaining compliance with this Agreement, investigating grievances, or conducting other Union business as long as it does not disrupt or otherwise interfere with the performance of the work to be performed by employees.
- C. Stewards. The Union shall provide the Employer with the name of a shop steward for each of the Employer's locations for the purpose of conducting routine Union business, e.g. the investigation of grievances and the representation of an employee in the processing of a grievance. The shop steward shall be permitted reasonable time for the performance of such duties provided that it does not interfere with the operations of the Employer or the performance by the shop steward of his/her duties as an employee of the Employer. In the event that there is a required meeting with the Employer, the Union may be represented at the meeting by the shop steward and those individuals representing the

union. In the absence of the steward an alternate steward will assume the duties of the steward.

D. List of Employees. Semi-annually, the Employer shall supply the Union with a list of all bargaining unit employees, showing date of hire and rate of pay.

## **ARTICLE 7- MANAGEMENT RIGHTS**

Unless specifically modified by a provision in this contract, the right of the Employer to manage its operations and direct its employees is exclusively vested in the Employer. By way of illustration only, this includes, but is not limited to, the right to hire, classify, compensate, promote, transfer, lay-off, recall, discipline, discharge for just cause, suspend, direct, control, and determine the qualifications of employees; to maintain order and efficiency and to establish and enforce reasonable rules as they may exist from time to time for the conduct of its affairs and the employees. This includes, but is not limited to, absentee tardiness policies, safety standards, workloads, and regulations for employee conduct; to determine the location and extent of the Employer's operations and their commencement, expansion, curtailment or discontinuance; to select, introduce, discontinue, eliminate or change equipment, machinery, processes or services; and to schedule and assign work to the employees.

It is specifically agreed that the enumeration of certain management prerogatives listed above shall not be deemed to exclude other management prerogatives not specifically enumerated above; and it is specifically agreed that any of the rights, powers, or authority vested in the Employer prior to the signing of any Union Agreement are retained by the Employer except those specifically abridged, deleted, or modified by the express terms of this Agreement.

## **ARTICLE 8- NO STRIKE/NO LOCKOUT**

The Union agrees that there shall be no strikes during the term of this agreement. The Employer agrees that there shall be no lockout of employees and no employee will be compelled to cross a lawful primary picket line established by another union.

## **ARTICLE 9- DISCHARGE AND DISCIPLINE**

- A. No employee covered by this Agreement shall be disciplined or discharged except for just cause, with the exception that during his or her probationary period an employee may be disciplined or discharged without regard to just cause and such action shall not be subject to the grievance and arbitration procedure contained in this Agreement. Probation shall be for six months from the date of hire or rehire.
- B. Just cause under this Article shall include but shall not be limited to insubordination, use or possession of a controlled substance, violation of the Employers rules, codes or policies, theft of Employer property, false claims submitted to the Employer, and the Employer's judgment, exercised in good faith, that an employee's skill, ability, performance and attendance are unsatisfactory. The Employer endorses the principle of progressive discipline for skill, ability, performance, and attendance issues.



**ARTICLE 10- GRIEVANCE AND ARBITRATION**  
**PROCEDURE**

- A. The purpose of this procedure is to establish and maintain a method of ensuring smooth and uninterrupted operation of ALIGN under the terms of this Agreement; to have present a technique for handling and disposing of differences equitably within the shortest period of time and at the lowest available level.
- B. Grievance. A grievance is defined herein as a complaint, dispute, or controversy, between the Union and the Company, based on facts, circumstances, incidents, or occurrences, which may arise on or after the ratification date but before the expiration of this Agreement, involving a violation of an express term of this Agreement. All grievances shall be settled, determined, adjusted and processed solely and exclusively in accordance with the procedures set forth in this Article. Any and all disputes between the parties arising before the ratification date of this Agreement or after the termination date thereof, and/or any and all disputes based on facts, incidents or occurrences taking place prior to the ratification date or subsequent to the termination date, are expressly excluded from coverage and are not in any way encompassed by this Article.
- C. The time periods and limits provided herein shall be calculated as of the postmark, facsimile confirmation or hand delivery date of written correspondence. Such time periods may be extended only by mutual agreement of the Employer and the Union. In the absence of such agreement, the time limits shall be mandatory. Accordingly, the failure of the aggrieved employee(s) or the Union to file a grievance initially, to process a grievance in any of the Steps in the grievance procedure thereafter and/or submit the grievance to arbitration in accordance with

the express time limits provided herein, shall automatically constitute a complete waiver of the grievance with prejudice. Grievance meetings shall be conducted on the employer's premises on work time. The grievant and steward shall be excused from work to participate in the meeting.

D. The processing of a grievance beyond Step One (1) of the grievance procedure shall be the sole and exclusive right of the Union.

E. General Procedures.

- i. The processing of grievances at any location, insofar as possible, shall be conducted during the hours of employment.
- ii. The time limits imposed upon either party during any step of this procedure may be extended by mutual agreement and shall be confirmed in writing.
- iii. With exception to the informal decision at Step One (1), all decisions shall be rendered in writing at each step of the grievance procedure and reasons shall be stated only for the denial of a grievance.
- iv. If a decision at Step One (1) is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement will be banned.

F. ALIGN and the Union agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications, and records concerning the alleged grievances. This obligation does not include an obligation to produce any communications with counsel or between the Executive Director and members of the Board of Directors having to do with administration of the CBA or labor/employee relations, or the business and financial

matters deemed to be confidential by the Employer.

G. STEP 1: Informal resolution of grievance among employee, the shop steward if requested by employee, and employee's supervisor, which must happen within ten (10) workdays after the circumstances giving rise to the grievance first occurred or the employee knew or reasonably should have known of the said circumstances. A meeting will be held within ten (10) workdays after receipt of the written grievance. The supervisor shall give his or her written answer within ten (10) workdays following the meeting.

STEP 2: If a resolution is not agreed to in Step One (1) then the written grievance shall be submitted by the Union representative to the executive director within ten (10) workdays after conclusion of Step 1. A meeting will be held within ten (10) workdays after the receipt of the grievance with the employee, executive director and Union representative. The executive director must respond within ten (10) workdays of the meeting. Executive director can ask for more time with the Union's consent. Such consent shall not be unreasonably withheld.

STEP 3: If the grievance is still not resolved, then either party may by written notice to the other submit the grievance to arbitration no later than twenty (20) workdays after Executive Director provides Step 2 answer. The arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding, except that the arbitrator shall have no authority to add, subtract from, modify, change or disregard any of the provisions of this Agreement or make awards retroactive beyond the date of the grievance. The fees and other charges of the arbitrator shall be divided equally between the parties.

H. Labor-Management Conferences. The Employer and the Union, as evidence of attitude and intent, agree that during the life of this Agreement individuals from both parties, not to exceed two (2)

designated by the Union and two (2) designated by the Employer, in writing, by each party to the other, shall meet for a reasonable time not to exceed two hours except by mutual agreement for the purpose of apprising each other of problems, concerns, suggestions, ideas, etc., related to the operations of the Employer, the work force, and client services, all to promote better understanding with the other. Such meetings, not to be held more often than once every third month, except upon the mutual agreement of the parties, shall be scheduled at mutually agreeable times and places. Employees attending such meetings shall lose no pay if such meetings are held during their regularly scheduled work hours. Such meetings shall not be for the purpose of initiating or continuing collective bargaining, nor shall they in any way modify, add to or subtract from the provisions of this Agreement, and such meetings shall be exclusive of the grievance and arbitration provisions of this Agreement, as grievances shall not be considered proper subjects at such meetings. The Union shall not waive its right to grieve and arbitrate issues which are otherwise grievable and arbitrable pursuant to the terms of this Agreement by raising such issues in the Labor Management Conference. A discussion at the Labor Management Conference shall not revive an otherwise time-barred grievance or demand for arbitration or extend the time limits for filing a grievance or demanding arbitration.

- i. Both the Employer and the Union shall make a good faith effort to implement the jointly agreed upon recommendations of the committee and will advise the committee of action taken on its recommendation. It is expressly agreed, however, that recommendations from the committee are non-binding and that disagreements between the parties on subjects properly before the committee shall not be subject to the grievance and arbitration provisions of this Agreement. Nor shall the inability of the parties to reach agreement on matters properly before the

committee release either party from the no-strike no-lockout provisions of this Agreement.

## **ARTICLE 11- WORK SCHEDULE**

- A. The Employer's payroll is biweekly and begins every other Monday. The Employer reserves the right to change its payroll period on 30 days' notice to the Union. The normal workweek is five consecutive days. This Article shall not be construed as, and is not a guarantee of, any number of hours of work per day and per week.
  
- B. Because of the nature of the work of the organization; salaried staff members are likely to work additional hours in the evenings or weekends beyond standard office hours (9:30 am to 6 pm). The Employer shall determine the daily and weekly number of hours and schedule of hours each employee shall work. If required by the operating and programmatic needs of the Employer, the Employer may establish different normal work schedules, hours of work for individual employees outside of the parameters set forth in paragraph A of this Article.
  
- C. If an employee seeks a change in his or her normal work schedule on one or more days, any such change must be requested and approved in advance by the employee's supervisor or the Executive Director. Requests for a flexible schedule, working remotely from the office, or telecommuting will be considered for approval by the Employer under its existing policy as it may exist from time to time.
  
- D. It is recognized and understood that the Employer may require deviations from the employee's regular schedule of work for causes such

as, but not limited to, vacation, leaves of absence, evening, weekend and holiday duty, absenteeism, employee request, temporary shortage or personal and emergencies and the needs of the business. No such deviations shall be considered a violation of this Agreement.

- E. The Union and the Employer acknowledge that the employees covered by this Agreement are professional employees, that it is not possible to prescribe precise hours of work and that it sometimes will be necessary for employees to work in excess of forty (40) hours per week without additional compensation. If requested to work overtime, an employee will be expected to do so unless excused for good cause.
- F. The Employer will provide exempt employees with compensatory time at straight time for authorized travel or work above a 40-hour work-week, based on hours actually worked. In no event will compensatory time be approved for time in excess of the normal work day (i.e. 8 hours) while on an out of town assignment.
- G. Employees shall request in writing one (1) week in advance where feasible any claimed compensation time which will be scheduled by mutual consent, not to exceed two (2) consecutive days.
- H. Such leave shall not unreasonably be denied.
- I. Compensatory time shall be used at earliest point possible, within three (3) months of the day it is earned.
- J. All compensatory time shall be recorded within the biweekly pay period.
- K. Compensatory time can be denied if the employee fails to record such time and/or fails to obtain advance written supervisory confirmation of the required work.

## **ARTICLE 12- JOB OPENINGS**

- A. Whenever a vacancy in a bargaining unit position occurs which the Employer determines will be filled, a notice of such vacancy will be posted via email to all staff for a period of ten (10) workdays concurrent with external posting. Employees interested in applying for such posted position shall express their interest in writing to the Executive Director within the posting period and, if there are internal applicants during this period, employees will be interviewed and considered before external candidates. This provision shall in no way limit the Employer's right to seek and employ applicants from any outside source.
  
- B. The determination as to whether any employee is more or less qualified to fill a vacancy than an applicant for employment with the Employer or as to the relative qualifications, experience and performance between two or more employees, shall rest exclusively with the Employer. If the Employer determines that the relative qualifications, experience and performance between two or more current employees are equal, then the employee with the most seniority shall be given the position. The Employer's determinations shall be final and shall not be subject to the grievance and arbitration procedure set forth in Article 10.

## **ARTICLE 13- JOB DESCRIPTIONS**

- A. A job description for each covered job classification shall be provided within ninety (90) days of the execution of this Agreement to the employee and the Union. Job descriptions are guides to the general duties of the position. The duties listed in the job description are not to be construed as a limitation on the Employer's right to assign work. In

the event that the Employer chooses to reassign or substantially alter an employee's assigned duties, encompassing more than twenty-five percent (25%) of the employer's work responsibilities, the employee may request a meeting with the Employer and the Union to confer over the impact of the new duties. If twenty-five percent (25%) or more of the employee's work is outside of the job classification, the employee's job title should reflect both roles.

- B. In the event such change substantially increases the employee's overall workload and/or degree of responsibility, the Union may request an adjustment in the employee's compensation, which the Employer shall discuss in good faith, provided that neither such request nor the Employer's response shall be subject to the Grievance and Arbitration Procedures.
- C. Permanent Employees. Except as provided in Section D below, A permanent employee shall be considered one who is hired for three (3) months or more. All permanent full and part-time employees shall have the opportunity for promotion.
- D. Project Employees.
  - i. A project employee shall be considered an employee hired to complete the work of a specific project that has a dedicated and time-limited source of funding, for no greater than 12 months, or for such longer period provided the Union is informed in advance of the hiring.
  - ii. A project employee will be informed upon hiring, in writing, that their position will not be renewed in the instance funding is not renewed. A project employee shall have no seniority rights with respect to layoff and recall.
  - iii. A project employee shall be considered a member of the bargaining unit and will receive all benefits.



- E. Interns. The Employer may hire interns provided the hiring of interns shall not result in the reduction of regular hours of work of unit employees or the layoff of unit Employees. Interns shall not be paid less than \$15 per hour but shall not otherwise be covered by any of the terms and conditions of this Agreement. The Employer may also utilize unpaid interns pursuant to a bona fide for credit course of educational instruction in conjunction with an accredited educational institution. No intern shall have a right to regular employment with the Employer at the conclusion of the internship.

#### **ARTICLE 14- PERFORMANCE EVALUATIONS**

- A. Employees shall receive annual performance evaluations based upon the job duties and performance indicators previously established. If the Employer does not conduct an annual performance evaluation, an employee may assume that his/her performance is satisfactory unless the employee has received written notice or discipline to the contrary.
- B. Employees shall be permitted to view the contents of their personnel file once a year during regular business hours. The employee must request such inspection from the Executive Director with reasonable time for response. The Employer agrees to make the entire contents of the employee's personnel file available for inspection regardless of the employer's location.
- C. Employees shall be entitled to respond to any adverse information contained in an evaluation or document placed in his/her personnel file.
- D. Process for Performance Reviews.

- i. Employees will receive an annual review within a six (6) week window of hiring anniversary.
- ii. Performance reviews shall allow for feedback from at least one (1) other staff member and one (1) partner organizational staff who work closely with the person being reviewed and are mutually agreed upon. Both parties will ensure reviews will be provided 24 hours in advance and during the actual review the employee has the right to be accompanied by a shop steward during all stages of review.
- iii. The supervisor will specify clear consequences, structures and timelines for addressing performance deficiencies.

## **ARTICLE 15- CONFLICT OF INTEREST**

- A. Upon request employees on an annual and ongoing basis shall disclose to the Employer any outside employment or consultation work. Should the Board of Directors consider the outside engagement to be a conflict of interest for the organization the employee shall discontinue the engagement.
- B. The Employer reserves the right, as a condition of employment, to limit the outside paid or unpaid affiliations, employment or consultation work of any employee which the Employer determines poses an actual or appearance of a conflict of interest with the work and interests of the Employer.
- C. The Executive Director may regulate, limit or prohibit any activity or actions of an employee where such activity or actions may result in a conflict of interests, violation of professional ethics or unfavorable reflection on the Employer in the community.

## ARTICLE 16- STAFF DEVELOPMENT

- A. Professional Development. When appropriate and relevant, opportunities for professional development shall be encouraged by the Employer particularly as it pertains and contributes to current and developing work. When the employee's supervisor requires that an employee attend particular training, the Employer shall pay the cost. All such trainings must be approved by the Executive Director in advance.
  
- B. Annual Training. Annually, the Employer will provide one hour of training on one or more topics related to Equal Employment Opportunity, Harassment, Anti-Oppression, or Diversity.
  
- C. Staff Development Fund. Employer will establish a staff development budget in the amount of \$2500, effective 2020, to be used for staff development retreats and/or individual professional development. The labor-management committee will recommend team development priorities. Staff members and their supervisor will jointly identify individual development priorities. Notwithstanding the foregoing, staff development funding, with respect to the initial allocation and the continuing availability of such funds during the budget year shall be in the sole and exclusive discretion of the Executive Director. Should the Executive Director determine that budgetary considerations require a reduction in funds allocated in the initial budget, the Union shall be advised of such decision and the reasons therefore.

## **ARTICLE 17- JURY DUTY**

Any employee who is absent from scheduled work with the Employer for jury duty shall receive the difference between what the employee would have earned at his or her regular salary rate of pay had s/he been at work and the payment received for such jury duty a maximum period of 20 work days in a rolling 12 month period provided: (i) the employee furnished the Employer with a copy of their call for jury service as soon as practical after receipt; (ii) the employee provides the Employer with confirmation of their attendance and jury pay from the court wherein they served as a juror and (iii) the employee reports for work on a regularly scheduled workday when they are excused from jury duty at such time as will permit the employee to return to work. Employees shall promptly notify the Employer upon receipt of a jury duty summons and cooperate with the Employer should the Employer want the employee to postpone service.

## **ARTICLE 18- HOLIDAYS**

A. All regular full-time employees shall receive the following seven (7) paid holidays as provided herein with pay at the regular full-time employee's salary rate. All holidays will be observed on the day recognized under federal law.

Martin Luther King Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Indigenous Peoples Day

B. A regular part-time employee shall be entitled to holiday pay on a pro-rated basis.

- C. If a holiday falls during an employee's paid vacation, the employee shall be given a day off, equal to their regularly scheduled hours on the holiday, at a later date which is mutually agreeable to the Employer and the employee. The employee has the obligation to ensure that the day off is scheduled and take as soon as possible, but no later than two (2) months following the holiday. If an employee is sick on a holiday, the holiday will be charged to holiday pay, and will not be charged to sick leave.
- D. Except as provided in section D of this Article, all employees must work all of the workdays during the week in which a holiday occurs unless excused by the employer.
- E. Holiday pay will not be granted if a holiday occurs during an unpaid leave of absence, any other unpaid time off, or following an employee's last day of work as a result of layoff, resignation or discharge.

## **ARTICLE 19- SICK LEAVE**

- A. All full-time employees and regular part-time be entitled to receive sick leave pay for each workday missed on account of:
  - i. The employee's mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
  - ii. The care of the employee's child, spouse, domestic partner or parent, sibling (including half siblings, step siblings, or siblings related through adoption), grandchild or grandparent or the child or parent of the employee's spouse or domestic partner, who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or

- iii. Closure of the employee's place of business by order of a public official due to a public health emergency or such employee's need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency.
- B. Sick leave shall be paid at the employee's current regular salary rate but without duplication of payments required under any law, including worker's compensation. An eligible employee shall receive sick pay for the number of regularly scheduled hours in each scheduled workday that the employee is absent for any of the reasons set forth above until the employee has received the total amount of sick pay to which he or she is entitled hereunder. Paid sick time may be used in minimum increments of four (4) hours.
  - C. A regular full-time employee, who is employed on January 1 of a year, shall be credited with twelve (12) days of paid sick leave for the year. A regular part-time employee, who is employed on January 1 of a year, shall be credited with sick leave on a prorated basis as provided in Article 1 C. Any regular full-time or part-time employee hired after January 1 of a year shall receive a pro-rated number of sick days based on their date of hire.
  - D. In the event that an employee is eligible for short term disability payments, sick leave may be used to make up the difference between the employee's regular pay and payment of short term disability benefits. Any allowable sick leave with pay unused in any one year may be carried over to the next year.
  - E. In order to be granted sick leave, the employee must notify his/her supervisor as soon as possible before the employee's normal starting time. Employees shall provide at least seven (7) calendar days' notice of foreseeable absences. Sick time must be recorded on the employee's attendance record. For absences in excess of three (3) consecutive days, the Employer shall have the right to require the employee to provide

evidence of sickness or injury from the Employee's health care provider. In addition, the Employer may require an employee to provide evidence satisfactory to the Employer of the employee's ability to return to work and any restrictions or limitations on the employee's ability to perform his/her job upon return.

- F. Employees are not entitled to sick leave with pay for any illness or accident occurring while they are on vacation, leave of absence, layoff or any other unpaid time off from work, unless otherwise specified in this Agreement. If an employee is hospitalized for illness or injury while they are on vacation, the employee may substitute paid sick leave for vacation.
- G. Any unused sick time shall not be paid upon separation from or termination of an employee's employment.
- H. The parties agree the paid sick time provisions of this Agreement exceed the requirements of the New York City Earned Sick Time Act. Accordingly, the provisions of the New York City Earned Sick Time Act shall be superseded by this Agreement and the provisions of the New York City Earned Sick Time Act are hereby waived.

## **ARTICLE 20- VACATIONS**

- A. Regular full-time employees shall be entitled to earn paid vacation in accordance with the following schedule:

<b>Length of Service</b>	<b># Days/Year</b>
1 year	10
2-4 years	15
5+ years	20

- B. Employees will accrue pro-rata vacation for each full calendar month

worked.

- C. Employees may not utilize paid vacation during the first six (6) months of employment.
- D. Regular part-time employees shall be entitled to receive vacation time on a pro-rated basis.
- E. All vacations must be approved in advance by the employee's supervisor or his/her designee.
- F. The employee's vacation pay shall be computed on the basis of their regular salary at the time they begin vacation.
- G. Employees may carry over up to a maximum of five (5) vacation days into the following calendar year. At no time may an employee have more than twenty (20) vacations days and will not accrue any additional vacation time.
- H. Vacation will not be earned during an unpaid leave of absence or any other unpaid absence or while an employee is laid off or using terminal vacation following the employee's employment termination or resignation. Employees terminated with cause or who resign with three (3) or more written notices will not receive unused vacation upon separation.
- I. Upon termination of employment an employee shall be paid for unused vacation time up to a maximum of twenty (20) days. There shall be no payout for employees who have worked less than six months.
- J. In addition to the vacation entitlement set forth above, Employees will be paid their regular pay nine (9) days winter office closure from December 24 through January 1.



## **ARTICLE 21- PERSONAL DAYS**

Regular full-time employees who are employed on January 1 of a year will be granted six (6) days per calendar year to attend to personal business. Regular part-time employees, who are employed on January 1 of a year, will be granted personal days on a pro-rated basis. Any regular full or part-time employee hired after January 1 of a year shall receive a proportionate number of personal days based on their date of hire. Time off for personal days must be approved in advance by the employee's immediate supervisor or manager.

Personal days must be used within the calendar year in which they are accrued and will not roll forward to the next year. Personal days will not be paid out upon separation from or termination of the employee's employment.

All full-time employees will accrue paid personal days at the rate of .417 days/ per month, beginning with the first of the year. Personal days cannot be carried over from year to year. Personal days may not be used during a paid vacation leave or at its beginning or end which would extend the length of the leave. For post-probationary employees, in the event that an employee needs to take a personal day or days before they have accrued them, they may borrow against what they will accrue, provided that in the event the employee fails to accrue what was borrowed and leaves employment or is separated from employment, the borrowed but not accrued time shall be deducted from final paychecks.

## **ARTICLE 22- BEREAVEMENT**

Each regular full-time employee shall be entitled to pay for work hours actually lost for up to five (5) consecutive calendar days following the death of a person in the immediate family for the purpose of attending the funeral or to take care of such matters necessarily attendant to said death. "Immediate family" shall include spouse, domestic partner, child, child's spouse, parent, grandparent, grandchild, sibling, parent-in-law, and sibling-in-law, or any relative living in the employee's household. Each Regular full-time employee shall be entitled to pay for work hours actually lost for up to one (1) calendar day following the death of a non-immediate family member. Each Notification of such leave must be given in advance to the employee's advisor. Leaves for periods longer than five (5) days may be granted at the discretion of the Executive Director. A regular part-time employee shall be entitled to leave with pay on a pro-rated basis as provided in Article 1 C under the same conditions set forth above.

## **ARTICLE 23- LEAVES OF ABSENCE**

- A. FMLA and Military Leave. Unpaid leave of absence, including Family and Medical leave "FMLA" and military leave, will be granted as required by law.
- B. Pay While Receiving Short-Term Disability Payments. In the event that the employee qualifies for short-term disability payments, then the Employer will make up the difference between the amount paid by short-term disability and the employee's regular pay for the period up to

twelve (12) weeks or the period the employee qualifies for FMLA leave, whichever is less.

- C. Sabbatical Leave. The Employer will provide sabbatical leave in accordance with the Personnel Policy, as it exists or may exist from time to time.
- D. Parental leave. The Employer shall provide parental leave in accordance with the Personnel Policy as it exists or may exist from time to time.
- E. If an employee is qualified for Paid Family Leave and elects to take it, the employee is not required to use his or her paid time off to supplement the PFL payment to make up the difference between regular pay and PFL pay, but may do so at their election, provided they notify the Employer. All time taken as Paid Family Leave, taken with or without supplementation, shall be deducted from any FMLA leave to which the employee is entitled to receive.
- F. Any employee granted FMLA leave must use all available vacation, personal, comp and paid sick leave days as part of the FMLA leave, except that if a portion of the FMLA leave is covered as Paid Family Leave, the use of these entitlements to supplement the PFL leave days may be elected by the employee.
- G. Sabbatical Leave. The Employer will provide sabbatical leave in accordance with the Personnel Policy as it exists or may exist from time to time.
- H. Parental Leave. The Employer will provide parental leave in accordance with the Personnel Policy as it exists or may exist from time to time.

## ARTICLE 24- WAGES

### A. General Increases.

Each employee shall receive increases in his/her current hourly or weekly pay in the amount of 3 % effective April 1, 2018 and 3% on April 1, 2019, and 3.5 % on April 1, 2020.

### B. Promotions.

- i. If an employee receives a promotion, the employee will receive at least a ten percent (10%) increase above his/her original salary or be paid the minimum of the position whichever results in the higher wage. Criteria for promotion should be based on the job descriptions established by ALIGN, subject to the discretion of the Executive Director.
- ii. An employee denied promotion shall be given reason for denial. An employer shall consider existing staff to fill a vacancy.

C. Longevity increase. All employees upon completion of three consecutive years of service shall during the term of this agreement receive a \$750.00 increase in their wages (annualized) on the employee's anniversary date of employment. Upon completion of five (5) years of consecutive employment during the term of this agreement, each staff member shall receive an additional \$1,000 increase in wages, annualized on the employee's anniversary date of employment.

D Merit Increases. The Employer has the discretion to grant merit increases. Merit increases may be temporary or permanent as specified by the Employer when the merit increase is made. The subject matter of a merit increase whether for the individual who receive it or the individual who did not receive it, is not subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 25- BENEFITS**

- A. Employees shall be eligible to participate in the ALIGN medical, dental, vision, life insurance, accidental death & dismemberment, supplemental accidental death & dismemberment, short term disability, flexible spending account program, and tax deferred annuity program, on the same terms and conditions as such benefits are provided to non-unit non-management employees of ALIGN, and employer metro card. The insurance carrier, and the terms, conditions, and provisions of such plans (including any employee co-premiums and co-pays for such benefits) may be altered, amended, modified or otherwise changed or terminated by the Employer unilaterally in its sole and exclusive discretion, subject only to the requirement that such alterations, amendments, modifications or other changes or termination are uniformly applied to non-unit non-management employees and unit employees alike.
- B. The Employer shall notify the Union and employees of any changes in the benefit level of any of the plans identified in section B no later than thirty (30) days in advance of their implementation. The Employer shall provide as much notice in excess of thirty (30) days as is possible in the circumstances. Upon request, (i) the Employer will arrange for a committee of the Union to meet with the benefits consultant to review the proposed changes and any alternative; and (ii) the Employer will engage in good faith negotiations with the Union concerning the proposed changes (provided that the absence in agreement, the Employer may proceed with the proposed changes and a disagreement over the proposed changes shall not be subject to arbitration).
- C. Health benefits shall be comprehensive and not restrictive to transgender and gender non-conforming identified employees. The Union and the Employer agree to a reopener of health benefits at any point during this

contract cycle, with respect to coverage for employees with greater needs that may fall under this section. Upon the agreement being reopened, a mutually represented committee shall be formed to negotiate such change.

## **ARTICLE 26- REDUCTIONS IN FORCE**

- A. The Employer at its sole discretion shall determine the activities, operations or duties to be discontinued or curtailed and the number of classification of employees to be laid off because of lack of work, lack of funds, change in programmatic priorities, or for any other reason.
  
- B. Layoffs for economic reasons shall be made in reverse order of length of service within the job classification concerned, but an employee of outstanding ability or one who is engaged in a special function or whose lay-off would jeopardize a core function of ALIGN may be excepted from this provision. Affirmative action goals of the organization must be considered in layoff decisions. Otherwise, the employee having the shortest length of service in the classification shall be the first employee laid off.
  
- C. The Employer may layoff project employees paid in whole or in part through grant/contract or other program specific funding when such funding is no longer available to fund the work of the project employee before laying off any full-time employee or employee who is not funded by the grant/contract that has been discontinued.
  
- D. Except in exceptional circumstances, the employer must notify the Union and the Employee subject to layoff, at least thirty (30) days prior to layoff provided the employee to be laid off has completed the

probationary period. The Union will be provided information as to why there are layoffs.

E. Recall Rights

- i. If there is a recall, non-probationary employees who were laid off due to economic contraction shall be brought back in the reverse order that they were laid off and retain recall rights with for one (1) year according to job classification. Both the employee and the Union shall receive notice of recall by telephone and email at which point the employee has five (5) days to respond. An employee who accepts recall, shall report to work no later than 14 calendar days from acceptance of recall. An employee who fails to respond to the notice of recall or report to work in the time frames set forth above shall forfeit all further recall rights and seniority rights.
- ii. No regular employee can be hired while a permanent employee has recall rights open.
- iii. Upon request, the Employer will provide copies of job postings to the laid off employee for one (1) year to the email account provided by the employee.

F. Payments on layoff.

- i. Upon layoff, an employee who has completed 6 months of employment as of the effective date of the layoff shall be paid for unused accrued vacation time up to a maximum of twenty (20) days. There shall be no pay for unused personal, sick or compensatory time.
- ii. Non-probationary Employees who are laid off will receive two (2) weeks severance for every six months worked up to a maximum of eight (8) weeks severance pay.
- iii. The Employer will continue an affected non-probationary

employee's medical insurance for up to four (4) weeks following the effective date of the layoff.

- iv. Project employees shall be exempt from severance pay and benefits.

## **ARTICLE 27- BARGAINING UNIT WORK**

- A. Contracted Services. The Employer shall inform the Union at least thirty (30) days in advance if the use of an outside contractor to perform bargaining unit work will result in the reduction of hours of work or the lay-off of any bargaining unit employee and will bargain with the Union about the effects/impact of that decision.
  
- B. Bargaining Unit Work Performed By Non-Bargaining Unit Employees. Non-bargaining unit employees may perform bargaining unit work at the Employer's discretion.

## **ARTICLE 28 – TELEPHONES**

All full-time field staff employees shall receive a cell phone at the Employer's expense, which shall be used exclusively for the conduct of the work. All contacts necessary to do the work shall be informed by the employee of their work cell number.



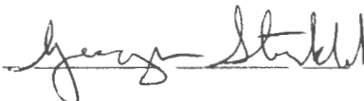
**ARTICLE 29**  
**TERMINATION OF AGREEMENT**

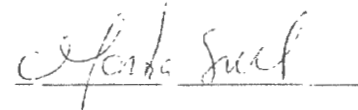
This Agreement is effective April 1, 2018 and shall expire on March 31, 2021, provided that written notice is made by one party to the other at least 60 days in advance of the termination date of an intention to terminate the agreement or otherwise modify its terms. Upon receipt of such notice the parties will meet to negotiate a new agreement. Failing such notice, this agreement shall automatically be renewed for one year from its termination date, and for successive periods of one year, until notice is timely made 60 days in advance of any new expiration date.

**IN WITNESS WHEREOF** the parties hereto have caused their names to be subscribed by their duly authorized officers and representative this \_\_ of December, 2018.

**COMMUNICATION WORKERS  
OF AMERICA, LOCAL 1180**

**ALIGN**

  
Georgina Struckland

  
Maritza Silva-Farrell