

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**ROSA LUXEMBURG STIFTUNG, INC.**

**AND**

**LOCAL 2110, UAW, AFL-CIO**

**AUGUST 1, 2023 – JULY 31, 2028**

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This COLLECTIVE BARGAINING AGREEMENT ("Agreement") is made and entered into as of this \_\_ day of July 2023 between Rosa Luxemburg Stiftung, Inc. (hereinafter called the "Employer") and Technical, Office and Professional Union, Local 2110, UAW/AFL-CIO (hereinafter called the "Union") acting herein on behalf of the Employees of the Employer, hereinafter defined, now employed and hereinafter to be employed and collectively designated as the "Employees."

#### **ARTICLE 1. RECOGNITION**

- A. The Employer recognizes the Union as the exclusive bargaining agent for all non-managerial, non-supervisory staff.
- B. Whenever used in this Agreement, the term "Employee" shall mean an employee within the bargaining unit as defined in sub-section A above.

#### **ARTICLE 2. UNION SECURITY AND DUES CHECK-OFF**

- A. Upon notice from the Union, the Employer will deduct all Union membership dues and initiation fees from all employees who have signed the Union's form authorizing dues deductions from each pay check. The Union shall provide the Employer with written authorization from the employees. The Employer shall notify the Union of any revocation of dues authorization received by it.
- B. The Employer agrees to deduct from the pay of each employee voluntary contributions to UAW V-CAP, provided that each such employee executes or has executed an "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form (hereafter, "V-CAP form"). A properly executed copy of the V-CAP form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Employer before any such deductions are made. Deductions shall be made thereafter, only under the applicable V-CAP forms that have been properly executed and are in effect. The Employer agrees to remit said deductions promptly to UAW V-CAP, to an address to be supplied by the Union. The Employer further agrees to furnish the Union with the names of those employees for whom deductions have been made.
- C. The Employer shall forward all dues, initiation fees or voluntary contributions to the Union on a monthly basis accompanied by a report including the name of the employee, a break-out of the specific amounts deducted and the period of time covered.

### **ARTICLE 3. UNION ACTIVITY AND INFORMATION**

- A. The Employer may send employees to attend seminars. Such seminars will not be considered days off but work.
- B. The Employer will provide the Union with the name, address, phone number, e-mail address, race, gender, salary, position/title, date of hire, and any change in status of unit members yearly and upon hire for any new hire.

### **ARTICLE 4. NON-DISCRIMINATION**

The Employer firmly believes in and subscribes to fair employment practices and opens its facilities to every qualified person. In all employment practices, the Employer is committed to prohibiting discrimination on the basis of race, color, creed, immigration status, national origin, sex, age, sexual orientation, military status, marital status, visa status, disability, genetic predisposition or carrier status, arrest and convictions records, status as a Vietnam-era or special disabled veteran, gender identity or expression, union activity or any other protected class specified by Federal, State or Local law except as otherwise prohibited by any such law. The Employer agrees to post prominently their non-discrimination and ADA policies.

### **ARTICLE 5. JOINT COMMITTEE**

There will be a Joint Union-Management committee, with management and not more than two designated Union representatives, which will meet semi-annually and more often as needed to discuss policy matters and other broad concerns. The Joint Committee will be advisory, and its recommendation non-binding.

### **ARTICLE 6. HEALTH AND SAFETY**

- A. The Employer shall maintain a safe and healthful workplace.
- B. Any issues regarding health and safety may be raised by either the Union or Management with the Joint Committee referred to in the immediately previous section of the Agreement.
- C. Pursuant to reasonable request, the Employer will consider replacing furniture or equipment for reasons related to Health and Safety.

### **ARTICLE 7. DISCIPLINE AND DISCHARGE**

The Employer shall not discipline or discharge non-probationary Employees without just cause and in accordance with the disciplinary procedures as laid out in the RLS inc Employee Handbook. New employees shall serve a six month probationary

period consistent with the Employee Handbook. Employees shall receive an annual written review and be granted an informal meeting prior to the annual review, if requested by either party. Employees may respond in writing to such review with such responses to be maintained on file with the review.

It is understood that RLS-NYC is an entity whose mission is the presentation and explanation of a particular perspective in the service of its educational and cultural goals. This perspective is regularly articulated in the publications and promotional materials of RLS-NYC and the entities with which it is affiliated and informs the projects and activities it and those entities with which it is affiliated have undertaken—all of which have been discussed openly and explicitly with each RLS-NYC employee prior to hiring and whose agreement with which has been stated by each employee prior to hiring. It is understood that the work product of all employees must be consistent with and advance the perspective of RLS-NYC and the public activities and conduct of its employees similarly must not, in any way, detract from this mission.

#### **ARTICLE 8. GRIEVANCE AND ARBITRATION**

- A. A grievance shall be defined as any dispute concerning the application, interpretation, effect, purpose or breach of any term or condition of this Agreement.
- B. Grievances shall be processed as follows:

Step One: The Union shall present a grievance within 30 working days of the time when the employee could reasonably be expected to be aware of the grievance. The Employee and the Union representative shall meet promptly with the Employer to discuss the grievance. The Employer shall respond within ten (10) working days of the meeting.

Step Two: If the grievance is not resolved at Step One, it shall be reduced to writing and submitted to the Employer within ten (10) working days of the Employer's Step One response. The Employer shall respond in writing within ten (10) working days of the receipt of the grievance.

Step Three: If the grievance is not resolved at Step Two, the Union may request, in writing, to arbitrate the grievance within sixty (60) days of the Step Two response. The written request to arbitrate shall include the designation of an arbitrator. Within ten (10) working days of the receipt of the request to arbitrate, the Employer shall, in writing accept the arbitrator designated by the Union or shall designate an alternate arbitrator. If the alternate arbitrator is acceptable by the Union, the grievance shall be submitted to such arbitrator. If

the alternate arbitrator is not acceptable to the Union, within ten (10) days of notice of unacceptability, the union arbitrator-designee and the employer arbitrator-designee shall designate another individual arbitrator to whom the grievance shall be submitted. The fees of the arbitrator to whom the matter is submitted shall be shared equally by the parties unless determined otherwise by said arbitrator.

- C. There will be Union representation at each step of the process. If the Employer fails to respond to a grievance within the time limits prescribed, the Union may proceed to the next step. The Union may seek an extension from the Employer of the timelines set forth herein.

## **ARTICLE 9. WAGES AND RAISES, HIRING AND PROMOTION**

### **A. Wages and Raises**

- a. Level 1, Assistants: Assistant Bookkeeper/Office manager  
Level 2, Specialists  
Level 3, Senior Specialists: Project Manager; Finance Manager/Documentation Supervisor
- b. Effective August 1, 2023, level minimums shall be as follows:
- |         |          |
|---------|----------|
| Level 1 | \$62,500 |
| Level 2 | \$72,500 |
| Level 3 | \$82,000 |
- c. Effective August 1, 2023, all employees will have their base pay raised based upon longevity of \$2,000 per year as if the minimum salaries set forth above were in place as of date of their hire.
- d. Each employee through a fifth anniversary date will receive an increase in base pay of \$2,000 effective the first of the month of said anniversary; and an increase of \$4,000 bi-annually thereafter through the eleventh anniversary of employment.
- e. If, at the time of the availability of the Employer's preliminary budget information in December of any given year, the CPI-U (i.e., the average of the monthly increases in the CPI-U for New York-Newark-New Jersey as published by the U.S. Bureau of Labor Statistics) has increased by 6% or more for the 12 month period ending with the last month of available statistics as of the December date of review, the base salary of each employee shall be raised by \$2,000 effective January 1 of the immediate following year.

- f. If in the judgement of the Employer the preliminary budget information as determined by the funding agency is inadequate to provide for wage increases, the Employer will provide this preliminary budget information to the Union on or before December of each year for submission to the Joint Committee to determine what, if any, salary increases can be implemented in the context of the mission and program of the Employer. If there is no agreement in the Joint Committee, the contract will be deemed reopened on the issue of Wages and Raises.
  
- B. If, in its complete discretion, the Employer creates a new classification or job title, the Employer will meet with the Joint Committee to discuss the appropriate classification, duties, level of seniority, and wage rate.
  
- C. In the event of a vacancy the Employer will notify all current employees about the vacancy and shall consider the applications of internal applicants prior to those of outside applicants.
  
- D. A unit representative designated by the Union and acceptable to the Employer shall be afforded the opportunity to participate in the hiring of external applicants for staff positions. Upon the appropriate assurances of confidentiality—including, without prior approval from the Employer, sharing information with other members of the unit—the unit representative may review position applications and observe interviews. Decisions as to hiring shall be made by the Employer. Participation by the unit designee in this process shall be on said designee's own time and shall not be considered in the calculation of hours worked by the designee.
  
- E. Employer will make best-effort to advertise any open position in underrepresented communities with a specific conscientious emphasis in media for immigrant communities, disabled communities, LGBTIQ\* communities, and communities of color.
  
- F. The Employer will make available an office "Structure Plan" that will include current and anticipated positions, titles, job descriptions and classifications as "assistant", "specialist" and "senior specialist." The Plan will include starting salaries and the timing of anticipated raises, as determined by the Employer, and promotions where applicable. While the Structure Plan states the Employer's current intentions, the parties acknowledge the Employer's right to amend the plan based upon variations in its funding and other needs. The employer will notify the union of any material changes to the "Structural Plan" as soon as possible.

## ARTICLE 10. HOURS OF WORK

- A. The regular work week will be 40 hours. Employees' schedules will be agreed upon and approved by the Employer, and will include "core hours" of 10 am to 4 pm, Monday through Friday. Individual schedule requests will not be unreasonably denied.
- B. WORKING FROM HOME: After passing a probationary period, employees will be entitled to schedule work-from-home time equivalent to forty (40%) percent of a two-work-week period which is divided into twenty (20) half-day modules. All employees will be required to be present in the office for the half day module in which the weekly team meeting is scheduled unless an employee obtains prior approval of an absence from such meeting.
- C. REMOTE WORKING: Employees who have worked at the employer for one (1) year or longer may work remotely from a location other than their usual place of residence up to a maximum of four (4) weeks per year which time may be taken in periods of up to two (2) weeks only, and which period must commence or conclude, as the case may be, not fewer than four (4) weeks before or after a scheduled vacation, unless mutually agreed otherwise. Remote working as defined herein must be pre-approved by the employer upon a determination by the employer that the employee's work can be performed remotely consistent with the management of confidential information and other necessary employee obligations that require physical presence. Approvals of remote work will not be unreasonably withheld.
- D. Compensatory time shall be taken by mutual agreement and shall not be unreasonably denied.
- E. Employees shall receive compensatory time off for all hours worked over 40 hours per week if they have been asked to do overtime by the management. The Employer will make every effort to keep overtime hours to a minimum and to provide adequate notice whenever overtime hours are required.

Employees required to work not fewer than 5 hours on a Saturday, Sunday, or a holiday will receive one compensatory day to be used within three (3) pay periods. Employees required to work fewer than 5 hours on a Saturday, Sunday, or a holiday will receive hour for hour compensatory time. Reasonable travel time shall be considered work time. Compensatory time shall roll over indefinitely, but shall not exceed a cap of four (4) accrued days.



- F. Employee requests for temporary part-time schedules for child care, education, or other compelling reasons shall not unreasonably be denied. Employees who are granted temporary part-time schedules shall maintain full health, dental, and vision coverage if enrolled and all other benefits shall be granted on a pro-rata basis. Such employees shall be returned to full-time status at the conclusion of the temporary part-time period.

**ARTICLE 11. LAYOFFS AND RECALL**

- A. The Employer shall make every effort to avert layoffs and reductions in staff. In the event that a layoff is unavoidable due to budget reductions, the Employer shall provide as much notice as possible to the Union and the affected Employee(s). At the request of the Union, the Employer shall meet with the Union to discuss alternatives to layoffs as soon as reasonably possible.
- B. An Employee who is laid off by the Employer shall receive a severance payment equal to two weeks salary in addition to a payment equal to two weeks salary for every year or greater part thereof of service to the Employer as calculated based upon the Employee's date of hire. The maximum severance payment is fourteen (14) weeks of salary. All severance payments shall be subject to standard withholding taxes and shall be paid out over the regular pay periods. In addition, the Employer shall make Cobra payments on behalf of the Employee for one month for each year or greater part thereof of employment as defined above.
- C. Any employee who is laid off shall be considered for open positions for which they are qualified at the discretion of management.

**ARTICLE 12. VACATION, HOLIDAY AND SICK TIME**

A. VACATION:

- 1. Employees will be provided with annual vacation days as follow:

- 0 through 3 years – 17 days accruing at the rate of 1.41 days per month
  - 4 through 9 years – 22 days accruing at the rate of 1.83 days per month
  - 10 through 15 years – 25 days accruing at the rate of 2.08 days per month

- After 16 years – days accruing at the rate of 2.33 days per month

- 2. Vacation shall be prorated for part-time employees.
- 3. Employees shall be permitted to carry over a maximum of 8 unused vacation days.

4. Vacation scheduling shall be by mutual agreement throughout the calendar year and shall not be unreasonably denied.
5. Vacation time may be taken in half-day or full-day units.
6. Accrued, unused vacation shall be paid out to an employee upon separation for any reason.
7. Employees shall give a minimum of fourteen days' notice of a request for vacation time.

**B. HOLIDAYS: Employees will be entitled to observe the following paid holidays:**

**New Year's Day  
MLK Day  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples Day ("Columbus Day")  
Veterans Day  
Thanksgiving Day  
Thanksgiving Friday  
Christmas Eve  
Christmas Day**

**C. SICK TIME:**

1. All employees will be provided with thirteen (13) sick days per year (prorated for part-time employees).
2. Sick time may be used in increments of one half day.
3. Sick employees must notify the director by phone or email prior to the start of the work day.
4. A doctor's note may be required for absences of three (3) days or more.
5. Unused sick time can accrue to a maximum of one hundred eighty (180) days.
6. Unused sick time shall not be paid out upon separation.

- D. Employees shall not be required to use vacation or other personal leave when the office is closed for weather, technical outages, or other emergencies. In such event, an employee is expected to work at home.
- E. An employee may take up to ten (10) days of leave in connection with bereavement, religious observance or emergency upon the employee's representation of need. Extensions and additional time may be granted by the employer for good cause; approval for which shall not be unreasonably withheld.

### **ARTICLE 13. LEAVES OF ABSENCE**

#### **A. MILITARY LEAVE:**

Employees shall be granted leaves of absence without pay for military or reserve duty. The employee will notify the supervisor of the dates of the military leave as far in advance as possible.

#### **B. JURY DUTY:**

All employees who are called for Jury Duty and who serve shall be paid by the Employer at their regular rate of pay less any compensation paid by the government for the first thirty (30) days of jury service provided the employee submits a copy of the summons as soon as it is received and, thereafter, written verification of the employee's service for all time served. If jury duty consists only of part of the day, employees are expected to report to work for the remainder of the work day where practicable.

#### **C. FAMILY LEAVE:**

1. Employees shall be entitled to up to twenty-four (24) weeks of paid parental leave. Requests for additional unpaid leave, or alternative work schedules for up to one (1) year inclusive of paid and unpaid leave, may be granted by the Employer at its sole discretion. Health insurance benefits shall continue for the duration of the leave unless otherwise agreed upon.
2. Reasonable accommodations (i.e., work from home) shall not be unreasonably denied for high-risk pregnancies.
3. The employer will pay all deductions for New York State Paid Family Leave benefits.

**D. SABBATICAL LEAVE:**

A sabbatical leave may be for purposes of study, teaching, research, writing, or other activity, other than vacation or vacation-related activities, which will enhance the professional growth or effectiveness of the Employee. Employees requesting sabbaticals shall thereby commit themselves to return to the Employer for at least six (6) months. All insurance coverages shall be continued during such leaves.

Employees shall be eligible for sabbatical leave after six (6) full years of employment.

Sabbaticals shall be taken for four (4) to six (6) months and be unpaid.

Requests for sabbaticals should be submitted in writing at least six (6) months prior to the requested beginning date of the sabbatical. The Employee shall state in such request the purpose for which the sabbatical will be used. No more than one (1) Employee may be on sabbatical leave at the same time.

**E. OTHER LEAVE:**

Employer shall not unreasonably deny a request for up to twelve (12) weeks of unpaid leave for medical, child care or other compelling reasons.

F. Vacation, sick and personal days shall continue to accrue during any authorized paid leave. Upon return from an authorized leave of absence, the Employee shall be offered the same or equivalent position.

**ARTICLE 14. BENEFITS**

A. HEALTH CARE: The Employer shall pay 75% of the cost of health and dental benefits as set forth in a plan selected by the Employer to all employees.

B. 401(k): Employee contributions to the 401(k) will continue to be matched up to 5%. New employees may start the 401(k) after they have worked for RLS, Inc. for six months.

C. DISABILITY BENEFITS: Shall be provided as set forth in the employee handbook.

**D. TRAINING & EDUCATION:**

1. Training which is requested by the Employer shall occur during regular working hours whenever possible.

- 2. Requests and suggestions for training and career development can be discussed in the Joint Labor-Management Committee.
- E. Employer will provide employees with a Flexible Spending Account Option if available from employee plan, as well as Pre-taxed Metrocard option
- F. Employer will provide all employees with a cell phone/wi-fi stipend of up to \$75 per month.

#### **ARTICLE 15. SUCCESSORS AND ASSIGNS**

This Agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

#### **ARTICLE 16. MAINTENANCE OF BENEFITS**

- A. All benefits to and obligations of the employees which are set forth in the Employee Handbook heretofore existing shall be continued unless discontinued or modified explicitly by the terms of this Agreement or by other written agreements between the Employer and the Union.
- B. The Union acknowledges that the Employer's sole source of financing are allocations approved for its use by agencies of the Government of Germany which impose various restrictions upon such use, including but not limited to the benefits set forth herein that have been agreed to by the Employer and approved by such agencies. If, at any time, such approval is withdrawn or otherwise modified, the Employer will promptly notify the Union and shall engage in good faith bargaining with regard to the implications of such action by the agencies. The Employer's inability resulting from the actions of such agencies to continue current practices, including those set forth herein, shall not be a breach of this Agreement.

#### **ARTICLE 17. VOIDABILITY**

This Agreement shall be deemed null and void and without forcible effect upon the Department of State of the United States taking any action as a result of the Employer's having entered into this Agreement to rescind its confirmation that the Employer is a "Miscellaneous Foreign Government Office" ("MFGO").


#### **ARTICLE 18. NO STRIKE/NO LOCKOUT**

During the term of this Agreement, the Union shall not instigate, call, sanction, condone or participate in any strike, slowdown or stoppage of work and the Employer shall not lockout any Employees.

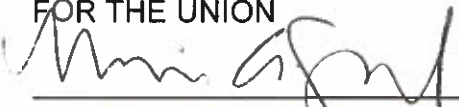


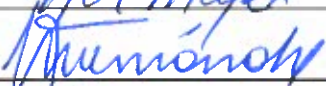



**ARTICLE 19. DURATION**

The Agreement will be effective as of August 1, 2023 and will continue in full force and effect up to and including July 31, 2028.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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