

Agreement

Between

Books & Rattles, Inc./  
Green Educational Services, Inc.

CWA Local 1180, AFL-CIO

April 15, 2018 – July 31, 2021

This Agreement is made and entered into by and between Books and Rattles and Local 1180, Communications Workers of America (“Union”) for the purpose of establishing terms and conditions of employment for employees who are covered by this Agreement and employed by the Company.

## ARTICLE 1 RECOGNITION

1. The Company recognizes the Union as the exclusive representative for purposes of collective bargaining for the following:

A. INCLUDED: All full-time and regular part-time teachers, psychologists, occupational, physical and speech therapists, teachers’ assistants, teacher aides, non-confidential and non-managerial employees, maintenance employees, dietary employees and drivers directly employed by the Employer at its facilities currently located at 63-08 69<sup>th</sup> Place, Middle Village, New York (Books & Rattles); at 75-02 51<sup>st</sup> Avenue, Elmhurst, New York (Peek-A-Boo); at 86-28 Francis Blvd., Jamaica, New York (Learning Tree).

B. EXCLUDED: All confidential and managerial employees, office assistants, family assistants, administrative employees and supervisory employees, independent contractors, guards and supervisors as defined in Section 2(11) of the Act.

## ARTICLE 2 UNION MEMBERSHIP AND PAYMENT OF DUES

### Membership

2.1 All current employees who are members of the Union on the effective date of this agreement shall remain members in good standing by the payment of their regular dues as a condition of employment . The Employer and the Union agree that as a condition of employment, all current and new employees within the scope of the bargaining unit shall become members of the Union or Agency Fee payers to the Union within thirty (30) days following the effective date of this Agreement or within thirty (30) days of hire.

2.2 All employees who become members of the Union shall remain members during the life of the Agreement. All employees who become Agency Fee payers to the Union shall continue to pay said service fees

to the Union during the life of this agreement or elect to become Union members in good standing.

2.3 Upon receiving a signed statement from the union indicating that an employee has failed to comply with the conditions of Article 2, said employee shall be terminated within thirty (30) working days after receipt of notification.

2.4. The Union agrees to indemnify and hold harmless the Employer in connection with any grievances, charges, complaints, claims or lawsuits which may arise in connection with action taken by the Employer at the request of the Union pursuant to the terms of this Article.

### **Payment of Dues**

2.5 Upon an employee's voluntary and written assignment, all dues for union membership and Agency Fee assessments, as prescribed in the constitution and bylaws of the Union, shall be deducted, in equal amounts, from each payroll check of each member and remitted to the Union. Such membership dues and service fees shall be deducted from the employees' earnings in accordance with the Union schedule of rates. Provided in writing by the Union to the Employers, said schedule will be furnished to the Employer by the Union and may be amended at any time on thirty (30) days notice. Notification of such amendment must be made in writing to the Employer thirty (30) days prior to the payroll date nearest to the effective date of the dues change.

2.6 The permission to retain the dues or service fees shall be granted through the signing of authorization cards on a form approved by the Union.

2.7 The Union shall indemnify the Employer against any and all claims or other forms of liability that may arise from such authorization or from deduction of dues or service fees.

2.8 The withdrawal of authorization may be accomplished only through the termination of the Agreement, or through the members' written notification, to both Employer and the Union, of his/her desire to withdraw such authorization three (3) days prior to the annual anniversary of the granting of such authorization. Otherwise, the granting of such authorization shall remain in effect during the life of this Agreement.

**ARTICLE 3**  
**DISCIPLINE &NON-DISCRIMINATION**

3.1 The Employer shall follow the progressive discipline policy described below for all common work place violations. For other violations, including but not limited to gross negligence, gross insubordination, failure to report to work and to call in or notify the Employer of the same, theft, use of alcohol or controlled substance while on duty, preventable accidents, and intentional acts designed to hurt the business of the Employer, the Employer shall not be required to follow the referenced progressive discipline policy and shall be permitted to discharge an employee for just cause.

A. Schedule of Progressive Discipline:

- First offence: Oral written warning
- Second offence: Formal written warning
- Third offence: Suspension
- Fourth offence: Discharge

B. The Union shall be provided legible prompt written notice of all disciplinary actions or warnings taken by the Employer.

The Union recognizes the Employer's right to immediately terminate an employee for serious "just cause" infractions of Employer rules or government regulations which threaten the existence of the organization or the lives or welfare of the children under care, other employees, managers or visitors. The Union retains the right to utilize the Grievance Procedure to challenge the factual validity of alleged "just cause" violations.

3.2 The Employer shall practice the principles of "Progressive Discipline" of Union employees for violations of Employer rules and policies such as issues of skill, ability, performance, attendance or other such violations which do not present an immediate threat to the organization or the lives or welfare of others. The principles of progressive discipline require two written warnings of an infraction of a company rule or policy prior to imposing suspension or termination for that specific infraction. The Union may file a grievance at any stage in this process.

3.3 Neither the Employer nor the Union shall discriminate against any employee's race, religion, color, age, sex, non-job related disability, sexual preference, or national origin, as specifically prohibited by the Civil Rights Act of 1964, as amended, the Age Discrimination in

Employment Act of 1967, as amended, and the Americans with Disabilities Act.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

4.1 The Union recognizes the exclusive right of the Employer to determine its operating policies and manage the Company and its operations in light of its experience, business judgment and changing conditions. It is understood and agreed that all rights, powers or authority possessed by the Employer before the signing of this Agreement, whether exercised or not, shall be retained by the Company.

4.2 Except where expressly abridged by a specific provision of this Agreement, the Employer retains the sole and exclusive right to manage its business. The Employer's rights include, inter alia, the right to transfer, assign, layoff and otherwise direct the workforce; to evaluate and determine qualifications of and selection of employees for hire and promotion; to determine the necessary staffing levels for jobs, classes and school facilities; to open, close or relocate a facility or a class; to introduce a change in methods of operation which may produce a change in job duties and/or a reduction in personnel; to subcontract and the right to carry out the ordinary and customary functions of management; to discipline, suspend or discharge employees for just cause, which shall include, inter alia, theft, dishonesty, insubordination, violation of the Company's Teacher's Manual and personnel Policy Handbook, violation of any rules or regulations of the State of New York, the Department of Health, or the federal government as they relate to teachers, teachers' assistants, students, schools and classroom conduct, drinking of alcoholic beverages or unauthorized use of drugs or controlled substances, fighting or altercations with management and/or fellow employees, misusing or providing to any party other than the Company's management, all or part of lists of students or lists of parents of the school or lists of students or lists of parents in any, state or federal programs, such as the 4410 Program, discussing confidential information concerning a child or their family; willful destruction or misuse of the property of the Employer; professional negligence or mistreatment of a child, a parent or a client; falsification of records including job application documents. The above rights of the Employer are not all-inclusive, but are examples of the types of matters or rights which belong to the Employer. The Employer, upon request of the Union, agrees to meet with the Union's representatives to discuss meaningful changes in the Company's policies. However, nothing contained herein will require the Company to change the Company's policies.

**ARTICLE 5**  
**NO STRIKES OR WORK STOPPAGES**

5.1 Employees shall not engage in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, picketing which interrupts or tends to interrupt the full performance of work, without regard to cause. Neither the employees, the Union, nor any officers, agents or other representative of the Union shall directly or indirectly authorize, assist, encourage, condone, ratify, lend support or in any way participate in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, or picketing which interrupts the full performance of work during the life of this Agreement.

5.2 An employee who participates in any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, or picketing which attacks the integrity of the Company or interrupts or tends to interrupt the full performance of work shall be subject to discipline, up to and including immediate discharge.

5.3 The Employer's decision to layoff employees or exercise any other right or responsibility under this Agreement shall not be construed as a lockout.

5.4 The Union shall not be held financially responsible for any strike, sympathy strike, slowdown, sit-down, sick-out, work stoppage, or picketing unless authorized by the Union. The Union will, upon request from the Employer, notify the employees involved in any unauthorized work stoppage or other activity that the Union disapproves such action and that the employees involved shall be subject to discipline, up to and including immediate discharge.

**ARTICLE 6**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

6.1 Should any dispute arise as to the interpretation or alleged violation of this Agreement, the employee or employees affected through the Union or the Employer shall process the grievance in accordance with the following procedure: The Employee shall first speak to their immediate supervisor, Human Resources personnel and/or the Educational Director either verbally or in writing to address their grievance. The employee has the right to be accompanied by a Union Shop Steward.

Step 1. If the employee is unable to informally resolve the grievance with his/her supervisor, he/she shall, with the assistance of a Union business agent or officer, submit the grievance in writing to their Educational Director on forms provided by the Company within ten (10) calendar days of the occurrence of the grievances. The Educational Director shall have five (5) days in which to respond to the grievance in writing. If no satisfactory settlement is reached within five (5)

days after presentation of the grievance to the Educational Director or the Union does not receive a response, the grievant or the Union may appeal to Step 2.

Step 2. The Union shall submit the written grievance to the Human Resources Director within five (5) days of receipt of the Step 1 answer. The Human Resources Director or her designee shall meet with the Union in an effort to settle the grievance. If the Employer has a grievance, the Employer shall present the grievance in writing to the Union Representative within five (5) days. The Union and the Employer shall meet, if the Union's grievance or the Employer's grievance is not resolved, the parties will proceed to arbitration.

Arbitration: If Step 2 does not resolve the grievance, the Union or the Employer may appeal the grievance to arbitration within twenty (20) days of receipt of the Step 2 answer by giving written notice to the Employer of its appeal of the grievance to arbitration. Unless otherwise agreed, each grievance shall be arbitrated separately and shall be submitted to a single Arbitrator from a list of ten (10) arbitrators pursuant to the American Arbitration Association's Labor Rules.

6.2 The Arbitrator will make his findings and render his decision to resolve the dispute. The Arbitrator shall not have jurisdiction to add to, modify, change or remove any terms of this Agreement or to determine that any provision of this Agreement establishes an implied limitation upon the Employer which is not specifically set forth in the Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Union and the employees covered by this Agreement. The expenses of the arbitration and arbitrator's fee shall be paid equally by the parties.

6.3 All claims for back wages shall be limited to the amount agreed to by the Employer and the Union, or as ordered by the Arbitrator, as the case may be, less any unemployment compensation and any other compensation that the aggrieved employee may have received from any source for the period for which back pay is claimed. In no event may an Arbitrator grant back pay for any period longer and/or prior to sixty (60) days before the date of the grievance(s).

6.4 Any grievance shall be considered settled on the basis of the last answer of the Employer if not appealed to the next step or arbitration within the time limits set forth. Time is of the essence.

6.5 Saturdays, Sundays and holidays shall be excluded from the computation of time limits that are five (5) days or less under this Agreement. Time limits may be extended only by written mutual agreement of the parties.

## ARTICLE 7 SENIORITY

7.1 The principle of seniority shall prevail among all employees for the purposes of layoff, recall, job opportunity, overtime, promotion and advancement. Seniority shall be by location or by class in the sole discretion of the Employer. This provision shall not apply to temporary transfers or assignments or to overtime assignments relating to a class

The Employer has three (3) programs, namely 4410, UPK and Community. All seniority issues shall be determined based upon the program in which the Employee is currently working. In other words, there will be a separate seniority list for the UPK program, a separate seniority list for the 4410 program and a separate seniority list for the Community program. For the purposes of layoff, recall, job opportunity, overtime, promotion and advancement seniority shall be within each of the program and not for purposes of interchange between the programs.

7.2 In the event that the Employer decides to fill a new position, the Employer shall conspicuously post a notice of such opening in the facility for a period of no less than seven (7) working days and shall accept bids from bargaining unit employees to fill the position upon review of the employee's records which records will be reviewed by the Company to determine who, in the opinion of the Company, is the most senior qualified employee. This review by the Company will include reviewing inter alia, as criteria for the position, the licensure requirements of New York State, New York City or other governmental certification requirements, educational requirements of the Department of Health, state and city criminal investigation and background requirements for the position. Upon the award of a position through such bidding process, the employee awarded the work shall not be eligible to bid for a different position for a period of two (2) years. The Employer shall provide the selected employee a reasonable orientation period to become acquainted with the job. Nothing contained herein shall require the Employer to train any employee for a job for which, in the opinion of the Employer, the employee is not suited or qualified.

7.3 Wherever practicable, the Employer shall give the Union 20 days notice of any lay-off. In case of recall, seniority shall prevail and the most senior employee shall be recalled, unless the employee lacks the required qualification within the particular class, until all employees laid-off have been given an opportunity to be recalled. The Employer shall give laid-off employees five (5) days written notice by regular mail to the employee's last known address to call the Director of Human Resources within 24 hours from receipt of the letter. If the Employee does not call the Director of Human Resources within seven (7) days from the date on which the letter is mailed, the Employee will have waived any seniority rights to recall.



7.4 Seniority shall automatically be lost and all rights forfeited, including the right to a job, for the following reasons:

1. Discharge, termination or voluntary quitting;
2. Failure to report for work two (2) days following receipt of written notice sent by the Director of Human Resources five (5) days previously by written mail to the last known address on the Employer's records regarding recall after a layoff;
3. An unauthorized leave of absence; Failure to report for work and to call in or notify the Employer of the same unless due to emergency or incapacitation;
4. layoff or absence from work for any reason for six (6) months; and
5. Failure to return to work promptly at the end of an authorized leave of absence.

7.5 An employee who is or has been transferred by the Employer to a position outside the bargaining unit who is subsequently returned within one (1) year by the Employer to the bargaining unit shall be given seniority credit in the bargaining unit for all time spent in continuous employment with the Employer. After one (1) year, the employee shall forfeit all rights to seniority.

7.6 New employees shall serve a probationary period of ninety (90) calendar days. During the probationary period, the employee may be disciplined or discharged without recourse to the grievance and arbitration procedure. Unless otherwise expressly provided, probationary employees shall not be entitled to contractual benefits and shall not be entitled to receive wage increases as set forth in Article 15.2.

## **ARTICLE 8** **HOURS OF WORK AND PAYDAYS**

8.1 Eight (8) hours of work, exclusive of an unpaid meal period, shall constitute a normal work day. A normal work week shall consist of five (5) eight (8) hour days, Monday through Friday. If the Employer establishes a start time for employees outside the normal schedule, the Employer will inform the employee of the start time.

8.2 All employees are paid semi-monthly, on the 15<sup>th</sup> and on the last day of the month. If either date shall fall on the weekend or holiday, payday will be the preceding workday.

8.3 Work performed in excess of forty (40) hours in any one week shall be compensated for at one and one-half (1-1/2) times the regular hourly rate of the employee involved.

8.4 The Employer shall have the right to extend the hours of employment for any employee(s) as deemed necessary by the Employer.

8.5 The Employer agrees to make every good faith effort to immediately provide the employees with a replacement paycheck for any paycheck the bank fails to honor due to insufficient funds and to reimburse the employee for any bank fees charged as a result of the bounced paycheck.

8.6 No staff shall be sent home when they arrive for their scheduled shift. If the enrollment is too low for a class session, the staffer will be given other work and paid for a minimum of four hours.

8.7 All staff working more than six hours are required to take their scheduled half hour break.

## ARTICLE 9 HOLIDAYS

9.1 Eligible full-time employees (those employees working more than thirty (30) hours per week shall receive a paid day-off for the following holidays: Thanksgiving Day, Christmas Day, New Years Day and Memorial Day. Employees working for the summer session during July and August will receive July 4 (Independence Day) as a paid holiday.

9.2 4410 and UPK employees who are paid hourly receive sixteen (16) holidays as part of the school calendar, but will only be paid according to this schedule.

9.3 Part-time staff employed for more than one year shall be entitled to two (2) PDOs per year.

## ARTICLE 10 VACATIONS

10.1 All hourly full time employees who have been employed by the Employer for one (1) year or more and who meet the eligibility requirements shall be entitled to a paid vacation as follows:

- One Year of Service – 1 week paid in first year
- Two Years of Service – 2 additional days in second year
- Three Years of Service – 3 additional days in third year
- Six Years of Service – 3 weeks paid vacation after six (6) years

10.2 The 4410 and UPK salaried employees are given three (3) weeks paid vacation as part of the school calendar (Christmas vacation, the President's week vacation and the Easter Week vacation).

10.3 Salaried employees (who now receive the full schedule of paid vacations) who are Teacher's Assistants and Administrative Assistants who will receive the same paid vacations according to the Board of Education and/or Community schedule will be red circled and allowed to keep their paid holidays. Newly hired hourly employees will receive the vacations listed in Paragraph 10.1 above.

10.4 4410 and UPK hourly employees are given three (3) weeks vacation as part of the school calendar (the Christmas vacation, the President's week vacation and the Easter week vacation), but will not be paid for any of the vacation weeks. They will only be paid for the vacation, sick and holiday schedule listed above.

10.5 For full time hourly employees and full time salaried employees, vacation must be taken within the twelve (12) month period, January 1 through December 31, following the January 1 on which they met the eligibility requirements. Three days (3) of paid time off may be carried over to the following year.

10.6 Vacation eligibility shall be determined from the employee's first day of employment. If two (2) or more employees desire to take vacations at the same time and it is not practical for them to do so, seniority shall prevail. The Employer shall make the final determination for scheduling vacation time for employees. Decisions on approval for vacation time shall be made within twenty (20) days of the request.

10.7 If the Employer unreasonably denies an employee's vacation request that Employee's vacation time may be carried over to the following year.

## ARTICLE 11 SICK AND PERSONAL DAYS

11.1 Personal days and/or sick days shall be accrued and taken on a calendar year basis.

11.2 Each employee who completes probation shall be entitled to a total of six (6) personal and/or sick days, unless the employee does not work in the summer program. In that case, the employee will receive five (5) personal and/or sick days. Employees shall also be entitled to any additional personal and/or sick days mandated under NYC or NYS laws

11.4 Employees must request approval to take a personal day at least two (2) weeks in advance, except in the case of an emergency where reasonable notice shall be given.

11.5 An employee who is switched from full-time to part-time shall keep and be able to use all accrued leave.

11.7 Part-timers shall accrue paid sick days at a pro-rated rate.

## **ARTICLE 12** **BEREAVEMENT LEAVE**

12.1 In the event of the death of an Employee's spouse or child, mother, father, sister, brother, grandchild, grandparent, mother-in-law or father-in-law, he/she shall upon request be granted such time off with pay as is necessary to make arrangements for the funeral and to attend same, not to exceed four (4) regularly scheduled working days.

12.2 At the request of the Employer, the employee shall furnish death certificate and proof of relationship in order to receive paid bereavement leave.

## **ARTICLE 13** **JURY DUTY**

13.1 In the event an employee is required to serve on Jury Duty, the Employer shall pay the employee's regular straight time rate of pay, less what he/she receives from the Court system as a juror, for period not to exceed ten (10) working days. The employee must give a copy of the Jury Duty notice to the Employer within three (3) days of receipt and must provide written proof of his/her jury duty service and of the amount that the employee was paid for jury duty service.

## **ARTICLE 14** **UNION RIGHTS**

14.1 The Employer shall designate a Bulletin Board in the buildings of Books and Rattles, The Learning Tree and Peek-A-Boo for the posting of Union notices.

14.2 The Union shall designate a Shop Steward and Deputy Shop Steward at each of the three worksites for the purpose of conducting routine Union business. The shop stewards shall be allowed reasonable time during working hours to conduct necessary Union business as long as it does not interfere with the Shop Steward's duties or with the business of the Employer.

14.3 Upon twenty-four (24) hours written notice, a duly authorized representative of the Union shall be permitted reasonable access to the employment premises

during working hours for the purposes of ascertaining compliance with this Agreement, investigating grievances or conducting other Union business.

14.4 In each September, the Employer shall supply the Union with a seniority list of all employees, including their dates of hire, job classification and rate of pay. Upon hiring a new employee, HR shall provide the union with the rate of pay and contact information for the new hire.

14.5 Nothing will prevent a supervisor or manager from questioning an employee at the scene of an incident. No employee shall be requested to sign a statement to be used in a disciplinary proceeding against him/her without being advised of his/her right to Union representation.

14.6 Management will immediately give the union notice of any changes needed in staff schedules. Notification of a schedule change not agreed to by an employee should be given to the staff member and the union at least one week in advance.

14.7 Management is committed to providing the staff and children a safe, clean workplace, operating in compliance with all government rules and regulation-- no employee shall be assigned work that is illegal or unsafe.

14.8 Management shall provide a designated HR Representative at least once a month in each location. Employees shall have the opportunity to schedule an HR appointment as needed.

14.9 Staff shall be reimbursed for pre-approved school supplies, upon submission of receipts.

## **ARTICLE 15** **WAGE RATES – 2019**

15.1 The wage rates to be paid by the Employer during the term of this Agreement shall be paid annually based on the Fiscal Year which runs from July 1 to June 30<sup>th</sup> of the next year.

15.2 Employees who have been employed for one year shall be paid the following percentage increase on their current salaries:

Effective July 1, 2019: Two and one-half (2.5%) percent increase.

15.3 Employees who have not been employed for one year on July 1, 2019, shall receive a two and one-half (2.5%) percent increase upon reaching their one year anniversary of employment.

15.4 Employees will not be eligible to receive the percentage increase listed in Article 15.2 above until they have been on the payroll with the Employer for an entire year.

15.5 The Employer agrees to reopen negotiations in early December, 2019 for the exclusive purpose of negotiating in good faith on wage increases effective July 1, 2020 and July 1, 2021.

15.6 Staff returning in the Fall, after declining a Summer Session position, will maintain their pay rate but lose seniority. However, if there are no open positions for the Summer, and therefore no position was offered, returning staff will maintain both pay rate and seniority.

15.7 Every good faith effort will be made to make direct deposit of pay checks available to all staff.

15.8 The Employer will provide union staff with a memo recording their accrued and available time off twice a year, accompanying their first pay checks in January and September, and work toward achieving a capability to provide such information on every pay stub.

## **ARTICLE 16** **HEALTH AND WELFARE**

16.1 The Employer agrees to pay fifty (50%) percent of the cost of Employee's individual medical coverage. The Employee shall pay fifty (50%) of the cost of Employee's individual medical coverage.

16.2 The waiting period for medical coverage for newly hired full-time employees is two (2) months. New employees will be eligible for the Individual Medical Coverage on the first day of the next month after they satisfy the two (2) month waiting period.

## **ARTICLE 17** **JOB PROTECTION AND NOTICE REQUIREMENT**

17.1 Except as otherwise permitted by this Agreement, the Employer agrees to provide the Union and the Employee with thirty (30) days notice at the end of the school year if the Employer is not offering the Employee a position for the following year.

17.2 All notices required to be given under this Agreement shall be made by regular mail and facsimile to the following:

- (i) If to the Union, such notice shall be made to Gina Strickland,

Vice President, New York Administrative Employees Local 1180, Communications Workers of America. AFL-CIO, 6 Harrison Street, 4<sup>th</sup> Floor, New York, New York 10013-2898, Fax No. (212) 966-6831; or such alternate locations of which the Union provides the Company proper notification.

(ii) If to the Company, such notice shall be made to the Director of Human Resources, Books & Rattles, Inc., 75-02 51<sup>st</sup> Avenue, Elmhurst, NY 11373, Fax No. (718) 381-7305 and Milo Silberstein, Esq., Dealy Silberstein & Braverman LLP, 225 Broadway, Suite 1405, New York, New York 10007, Fax No. (212) 385-2117; or such alternate locations of which the Company provides the Union proper notification.

## **ARTICLE 18** **SEPARABILITY**

18.1 If any provision of this Agreement shall be adjudicated illegal or in violation of any law, such adjudication shall not invalidate any other portion of this Agreement nor relieve either party from their obligations and liabilities under this Agreement and the remainder of the Agreement shall continue in full force and effect. In the event that any provision of this Agreement is ruled illegal, the parties agree to promptly meet in order to agree upon a proper and legal substitute.

## **ARTICLE 19** **ENTIRE AGREEMENT**

19.1 The Employer and the Union acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. All of the wages and benefits to be received by the employees in the bargaining unit are set forth in this Agreement. This contract expresses and includes the full and complete Agreement between the parties for the duration of this Agreement. The Employer and the Union each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, unless it is a subject that the National Labor Relations Board has ruled to be a mandatory subject of bargaining.

19.2 This Agreement shall be governed by the laws of the United States and the State of New York. In the event any provision is inconsistent with the applicable laws, the provision shall be considered null and void. The remaining provisions of the contract shall remain in full force and effect.

**ARTICLE 20**  
**SALE OR TRANSFER**

20.1 In the event the Employer sells or transfers all or part of its business, the Union shall be notified when the business of the Company is sold and shall be told the identity of the purchaser at the time of the sale. The Employer shall also notify the purchaser or transferee of the existence of this Collective Bargaining Agreement. The sale or transfer shall not relieve the Company of any indebtedness for wages, accrued vacation pay or Insurance contributions due and ongoing before the date of the sale or transfer.

**ARTICLE 21**  
**DURATION**

21.1 This Agreement shall be effective from April 15, 2018 until July 31, 2021 and shall continue from year to year thereafter unless either party gives the other sixty (60) days prior written notice before the expiration date, or any succeeding expiration date, of its desire to terminate this Agreement. If the parties have not reached an agreement on or before the expiration date, all provision of this Agreement shall remain in effect unless and until specifically terminated by one of the parties.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals this 28<sup>th</sup> day of May, 2019.

BOOKS & RATTLES, INC

By: \_\_\_\_\_

GREEN EDUCATIONAL SERVICES, INC.

LOCAL 1180  
COMMUNICATION WORKERS  
OF AMERICA

By: \_\_\_\_\_