

LABOR AGREEMENT  
BETWEEN  
UNITED LABOR UNION ASSOCIATION  
AND THE  
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 11  
AFL-CIO

FOR THE PERIOD

April 1, 2022

THROUGH

March 31, 2025

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**AGREEMENT BETWEEN**  
**UNITED LABOR UNION ASSOCIATION**  
**AND THE**  
**OFFICE & PROFESSIONAL EMPLOYEES**  
**INTERNATIONAL UNION LOCAL 11, AFL-CIO**

AGREEMENT entered into this 1<sup>st</sup> day of April, 2022 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, a Local Union of the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, hereinafter referred to as the "Union", and the UNITED LABOR UNION ASSOCIATION, its successors and assigns, hereinafter referred to as the "Employer".

**PREAMBLE**

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

NOW, THEREFORE, be it mutually agreed to as follows:

**ARTICLE 1. RECOGNITION**

The Employer agrees to recognize the Union as the sole collective bargaining agent for all office employees within the jurisdiction of the Office & Professional Employees International Union, Local 11 and as the exclusive bargaining representative for all regular full-time and regular part-time employees employed within the classifications listed in Schedule "A" to this Agreement.

**ARTICLE 2. UNION SECURITY**

Section 1. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty (30) days from the date of signing of this Agreement become and remain members of the Union in good standing.

Section 2. The Employer further agrees that all new employees hired subsequent to the date of signing of this Agreement shall, as a condition of employment, thirty (30) days from the date of employment become and remain members of the Union in good standing.

Section 3. Those employees as defined above who are not or have not become members of the Union on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment and maintain their membership in good standing in the Union during the life of this Agreement.

Those employees who are hired on or after the effective date of this Agreement shall be required to join the Union as a condition of continued employment with the Employer within thirty (30) days from the date of employment.

In the event an employee/member of the Union as defined above fails to maintain their membership in the Union in good standing as defined above, the Union will notify the Employer in writing of such employee's delinquency. The Employer agrees to give notice to the employee within five (5) working days that his employment status with the Employer is in jeopardy and the failure to meet their membership obligation within thirty (30) calendar days from the date such notice is received will result in termination.

Section 4. **Check-Off of Dues.** The Employer agrees to have the Union dues deducted from each employee's payroll, provided the employee sign the necessary authorization forms required by the Union and which shall be mailed to the Union for certification purposes.

No deductions shall be made for personnel who either fail to sign said forms as required or choose not to do so.

All deductions made shall be forwarded to the Union office by the 10<sup>th</sup> of each month.

### **ARTICLE 3. HIRING OF EMPLOYEES**

Section 1. The Employer shall notify the Union whenever there is a vacancy.

- 1.1 Should the Union not have any qualified candidates to refer for vacancies; the Union agrees to assist the Employer and collaborate to develop a job posting for the open classification.

Section 2. The Employer agrees to notify the Union of the names of new hires, either permanent or temporary, within the first payroll period.

Section 3. An employee who is hired and exceeds the ninety (90) calendar day probationary period shall be considered as a permanent employee. A permanent employee will begin to accrue all benefits and seniority from the date of hire.

## **ARTICLE 4. PERMANENT PART-TIME EMPLOYEES**

Section 1. Permanent part-time employees are those who are hired and have an agreed-to number of hours per day or number of days per week. These employees are not full-time employees but they are permanent. All permanent part-time employees who work less than full-time shall receive the appropriate pay rate based on their experience at the appropriate hourly scale using the weekly rates for figuring the hourly rate.

Section 2. Permanent part-time employees shall receive all fringe benefits on a prorated basis calculated on actual hours worked. All benefits and seniority will begin to accrue from the date of hire.

Section 3. When two Employers are involved with the employment of one (1) permanent part-time employee, the fringe benefits shall be prorated by actual hours worked for each Employer and the extent of liability to either shall not exceed one hundred percent (100%) of the fringe benefit contributions. This Section shall not be deemed in conflict with any other provisions herein.

## **ARTICLE 5. TEMPORARY EMPLOYEES**

Section 1. Temporary employees are employees who are hired for a period of time which is agreed on and specified at the time of hiring, in writing, by the Employer to the Union.

Section 2. Temporary employees do not receive any fringe benefits as outlined under the working conditions of this Agreement. Any person employed on a temporary basis shall apply to the Union for a Work Permit which shall not exceed ninety (90) days.

Section 3. A temporary employee shall, after ninety (90) days, be considered permanent. Upon the ninety-first (91<sup>st</sup>) day all other benefits shall apply and begin to accrue and the seventy (70) hour eligibility rule for Health and Welfare will apply. If a temporary employee works past ninety (90) days and becomes a permanent employee, their seniority date will become the first day of hire, and the employee will not have to experience an additional probationary period.

Section 4. Temporary employee rate shall be no less than the Oregon State minimum wage.

## **ARTICLE 6. WORK SCHEDULE**

Section 1. Seven (7) or eight (8) consecutive hours, excluding the lunch period, between the hours of 7:00 a.m. and 6:00 p.m. shall constitute one (1) full day's work; thirty-five (35) or forty (40) hours shall constitute one (1) full week's work, Monday through Friday, inclusive.

- 1.1 Except as specifically limited by the express terms of this Agreement, the parties recognize the Employer rights to determine the hours of operation for their business needs in accordance with the Section above.
- 1.2 Excluding in cases of emergency or other unavoidable circumstances beyond the Employers control, employees shall be notified, in writing, of permanent changes in the work scheduled at least thirty (30) days in advance of their effective date.

Section 2. Except as provided in Appendix "A" to this Agreement, all work performed in excess of seven (7) hours or eight (8) hours per regular scheduled workday and/or thirty-five (35) hours or forty (40) hours per regular scheduled workweek shall be paid for at the rate of time and one-half (1½) the regular rate of pay.

Section 3. Employees shall have regularly designated lunch periods which shall not exceed one (1) hour.

Section 4. All work performed on Saturday or Sunday shall be at double (2) the regular rate of pay.

Section 5. Employees who report to work at the time they are instructed or who start work on any shift, shall receive a minimum of four (4) hours for such shift at the appropriate rate of pay unless they voluntarily quit or lay-off. If a full-time employee returns to work after their lunch, they shall be guaranteed a full day's pay when sent home by the Employer.

Section 6. An employee shall be guaranteed three (3) hours premium pay at time and one-half (1½) should they be instructed by the Employer to report back to work after their regular hours.

Section 7. Employees shall be granted two (2) fifteen (15) minute rest periods each day; one (1) rest period to be taken during the shift worked prior to lunch, and one (1) rest period to be taken during the shift worked after the lunch period. Rest periods shall be considered as time worked.

Section 8. **Mileage Reimbursement:** Employees shall be entitled to mileage reimbursement for business miles authorized and driven in a personal vehicle at the current mileage rate as established by the guidelines set forth by the IRS allowable rate.

Section 9. Telecommuting: An employee may request and the Employer may approve an individual or office telecommuting work arrangement for its employees. The terms and conditions of the agreed to arrangement shall be set forth in a completed and signed telecommuting agreement. If the Employer wishes to modify a signed telecommuting agreement, they will give as much advanced notice to the impacted employee(s) as possible.

**ARTICLE 7. HOLIDAYS**

Section 1. All employees shall receive the following holidays with pay regardless of the day of the week they fall on:

- |                         |                        |
|-------------------------|------------------------|
| NEW YEAR'S DAY          | **VETERAN'S DAY        |
| *MARTIN LUTHER KING DAY | THANKSGIVING DAY       |
| *PRESIDENT'S DAY        | DAY AFTER THANKSGIVING |
| *JUNETEENTH             | DAY BEFORE CHRISTMAS   |
| MEMORIAL DAY            | CHRISTMAS DAY          |
| JULY 4 <sup>TH</sup>    | *EMPLOYEE'S BIRTHDAY   |
| LABOR DAY               |                        |

\*Or another day in lieu thereof, such other days shall also be guaranteed paid holidays.

\*\*The Veteran's holiday shall only be guaranteed within those Employers who recognize the holiday.

1.1 Holidays falling on Sunday shall be observed on Monday, holidays falling on Saturday shall be observed either on Friday or Monday, or the employee shall receive another day in lieu thereof, such other day shall be by mutual agreement between the Employer and employee.

1.2 The Employer may define, at their discretion, a minimum staffing level for their offices on the Martin Luther King Day, President's Day and Juneteenth holidays and which shall be based upon seniority. It shall be up to the employee to choose compensation as to either one (1) day off in lieu thereof, such other day shall be by mutual agreement between the Employer and the employee, or to be paid at one and one half (1½) times the employee's regular rate of pay for working on the Holiday.

Section 2. Any time worked at the Employers request on a holiday other than those covered under 1.2 herein defined shall be paid for at two (2) times the regular hourly rate in addition to straight time allowed.

Section 3. All holidays shall be accrued and taken within the calendar year.

Section 4. Employees must have been employed thirty (30) days before they are eligible for holiday pay.

**ARTICLE 8. VACATIONS**

Section 1. During the first year of service Each employee shall receive up to two (2) week's paid vacation the number of hours shall be calculated on a prorated basis of 6.67 hours per month, based on their month of hire.

Section 2. After the above vacation allowance, each employee shall receive the following vacation benefits front loaded annually on their hire date anniversary. The accrual rate is determined at the start of each new year of employment:

Years of employment	Vacation Accrual Total weeks	Vacation Accrual Total days	Maximum carryover to following year
Year 2	Two (2) weeks and two (2) days	12	One (1) week
Year 3	Two (2) weeks and three (3) days	13	One (1) week
Year 4	Two (2) weeks and four (4) days	14	One (1) week
Years 5-6	Three (3) weeks	15	One (1) week
Years 7-8	Three (3) weeks and one (1) day	16	One (1) week
Years 9-10	Three (3) weeks and two (2) days	17	One (1) week
Year 11	Three (3) weeks and three (3) days	18	Two (2) weeks
Year 12	Three (3) weeks and four (4) days	19	Two (2) weeks
Years 13-19	Four (4) weeks	20	Two (2) weeks
Years 20+	Five (5) weeks	25	Two (2) weeks

Section 3. The Employer may limit continuous vacation to two (2) weeks at any given time.

Section 4. Employees with less than ten (10) years of service shall be allowed to carryover up to a maximum of one (1) week of vacation time to the following year, unless otherwise agreed to in writing by both parties. Employees with ten (10) years of service or more shall be allowed to carryover two (2) weeks of vacation time to the following year, unless otherwise agreed to in writing by both parties.

Section 5. In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive an additional day's vacation, or pay in lieu thereof.

Section 8. Reasonable periods of absence from work because of sickness or for other reasons during the vacation term shall be considered as time worked in the computation of vacation credit.

Section 7. The Employer shall make available the vacation schedule by April 1st of each year.

Section 8. Senior employees shall be given preference in the selection of vacation periods. An employee who splits their vacation may exercise their seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 9. Vacation pay shall be paid in advance of the employee's vacation if requested by the employee.

Section 10. The Employer shall, at the end of each year, give, in writing, to each employee an annual accounting of all reserved or accrued vacation and sick leave accumulation.

## **ARTICLE 9. SICK LEAVE - LEAVES OF ABSENCE**

Section 1. Employees shall accrue one (1) day's sick leave per month and which shall be accumulative up to forty-five (45) days.



Section 2. Sick leave may be utilized when an employee is unable to appear at work because of illness or injury; without deduction in pay; and such sick leave may be used for dependent care in accordance with Oregon State Sick Leave Law.

Section 3. The Employer may require proof of illness in accordance with Oregon State Sick Leave Law.

Section 4. Employees covered by Employer-paid health and welfare plans with salary indemnity provisions shall be entitled to sick leave until the salary indemnity goes into effect, and from then until their earned sick leave is used, the Employer will pay the difference between the allowance from the employee's health and welfare and their regular salary.

Section 5. No employee shall be dismissed during periods of absence due to bona-fide illness up to six (6) months or while on vacation except for just cause.

Section 6. Upon retirement, an employee shall receive a cash-out of accumulative sick leave at the rate of twenty-two and one-half percent (22.5%) to a maximum of ten (10) days.

Section 7. Employees in case of illness or maternity may take a maximum of six (6) months leave of absence without pay, retaining seniority but not increasing it. In cases of medical and maternity leaves of absence, it shall be taken in compliance with all State and Federal Laws.

Section 8. Employees may be granted thirty (30) days leave of absence for compelling personal reasons. An extension of thirty (30) days may be requested by the employees of the Employer. Such thirty (30) day extension request must be made in writing by the employees and will be subject to approval by the Employer.

Section 9. Upon mutual agreement between the Employer and the employee, an employee shall be excused from work because of a pre-arranged medical, dental or vision appointment, and the Employer agrees not to reduce the employees sick leave accrual or require the employee to make up the time loss. The Employer further agrees not to deduct the time lost from the employee's wages. The above conditions shall apply unless there is extensive abuse on the part of the employee.

Section 10. If called for jury duty, an employee shall be granted time off with the Employer paying the difference between jury pay and their regular rate of pay for actual time served on jury duty. Jury duty shall be for a maximum of four (4) weeks in any year with exemption to be requested in case of hardship. If an employee is not impaneled on a jury, the employee is required to return to work to be entitled to benefits under this provision.

Section 11. In case of death in the immediate family of the employee, the employee upon request shall be allowed up to four (4) days off with pay for the purpose of attending the funeral and assisting in arrangements therefore. Two (2) additional days can be used from the sick leave bank, if needed. A debit will be generated if sick time has been exhausted.

Section 12. In the case of inclement weather where the Employer determines to close their offices. The Employer shall pay the employee for the day off during the closure. The Employer will not reduce the employees leave accruals, or require the employee to make up the time lost.

## **ARTICLE 10. SENIORITY**

Section 1. Seniority shall be calculated from the original date of hire. Where all qualifications are equal, seniority shall be observed with respect to promotions, transfers and lay-off.

Section 2. An employee shall lose all seniority rights in the event of voluntary resignation or termination for just cause.

Section 3. In offices with more than three (3) employees, any vacancies that occur shall first be posted and awarded to the most senior employee who bids on the position, if qualified.

## **ARTICLE 11. LAYOFFS AND RECALL**

Section 1. If a reduction of the office staff is necessary due to economic reasons, the Employer shall meet with the Union Representative and in the event of agreement, the following procedure shall be adopted:

Section 2. The employee with the least amount of seniority will be the first laid off from that job but the employee may replace an employee in the same or lower labor grade with the lesser seniority, providing the employee has the qualifications to satisfactorily perform the job and has greater seniority. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move back and replace employees having the least seniority.

Section 3. Notice of such layoffs shall be given as soon as possible before the scheduled layoff except in cases of emergency.

Section 4. Any employee laid off shall be placed on the recall list for a period of nine (9) months.

Section 5. The Employer agrees to pay full coverage to the Welfare and Pension funds for employees laid off for periods of less than thirty (30) days.

Section 6. The Employer, upon rehiring, shall do so in the inverse order of seniority. The Employer shall rehire the last employee laid off providing however, that such employee has the qualifications for the position. Under no circumstances shall the Employer hire from the open market while employees on the recall list are qualified to perform the duties of the vacant position and are ready, willing and able to be re-employed. The last employee laid off from a job will be the first recalled to that job.

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

Section 8. Upon the layoff of any employee, the Health and Welfare shall remain effective for thirty (30) days.

## **ARTICLE 12. TERMINATION**

Section 1. Two (2) weeks written notice of resignation shall be given by the employee to the Employer when leaving the employment of the Employer, and like written notice shall be given by the Employer to the employee, or pay in lieu thereof. This clause shall not apply to new employees who have not passed their probationary period or for any employee who has been terminated for just cause.

Section 2. A three (3) month extension of the probationary period may be granted by the Union upon prior written notification by the Employer that it is considered necessary.

Section 3. Employees shall receive all accrued vacation on a pro-rated basis, based on hours worked. Up to the date of termination, to be included in the final wage payment. Hours used but not accrued will be deducted from the employees last payroll.

Section 4. The employee's Health & Welfare shall remain effective for thirty (30) days.

Section 5. The Employer shall use progressive discipline in all cases with the exception of just cause. Progressive discipline is coaching and counseling, verbal warning, written warning, suspension then termination. All records of warning and support documentation shall be removed from the employees personnel file twelve (12) months from the date of issuance, if requested in writing, and the problem has been corrected.

All copies of written memorandums will be mailed to the Union office. In cases of termination following such warning, information in the employee's personnel file shall be made available to the authorized Union Representative upon request.

## **ARTICLE 13. HEALTH & WELFARE - DENTAL - OPTICAL - PRESCRIPTION**

Section 1. Effective December 1, 2022, the Employer agrees to pay up to one thousand, five hundred dollars (\$1,500.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2023, the Employer agrees to pay up to one thousand, five hundred and fifty dollars (\$1,550.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Effective December 1, 2024, the Employer agrees to pay up to one thousand, six hundred dollars (\$1,600.00) per month for employee Health & Welfare coverage. The Employer also agrees that any monetary difference between the above cap and the actual premium will be split with the employee on a 50/50 basis.

Section 2. All compensable hours count towards the Health & Welfare eligibility rule of seventy (70) hours per payroll month.

Section 3. Eligibility for dependent healthcare coverage shall be in accordance with the Health and Welfare Trust rules.

## **ARTICLE 14. RETIREMENT PLANS**

Section 1. Effective April 1, 2022 and for the duration of this Agreement the Employer agrees to contribute to the Western States 401(k) Retirement Fund of the OPEIU a minimum contribution of three dollars and sixty cents (\$3.60) per compensable hour.

No employee during the life of this Agreement shall suffer a reduction of Employer contribution or benefits by reason of adoption of this Agreement.

Section 2. During the life of this Agreement, all participants may elect to self-contribute to the Western States 401(k) Retirement Fund of the OPEIU in accordance with the Summary Plan Description. The Employer shall match any amounts up to ten cents (\$0.10) per compensable hour.

Section 3. Be it further jointly advised that for long term pension benefits, the above amounts contributed shall be recognized as an incentive and that each participant, while not mandatory, seriously consider self-contributing amounts to insure a comfortable and dignified retirement.

Section 4. The said Retirement Fund shall be administered pursuant to an Agreement and Declaration of Trust administered jointly by an equal number of Union and Employer representatives. The Agreement and Declaration of Trust, together with any amendments thereto, shall be considered a part of this Agreement as if set forth herein at length.

Section 5. The Employer confirms and ratifies the appointment of the persons designated as Trustees, who with their successors designated in the manner provided in the Agreement and Declaration of Trust, are called Employer Trustees.

Section 6. The said contribution shall be paid monthly up to and including the last payroll date of each and every calendar month on or before the 10<sup>th</sup> day of the following month. The contributions are to be stated on forms provided by the Retirement Fund.

Section 7. The Employer shall make available to the Retirement Fund any and all records of the covered employees that the Retirement Fund may require in connection with the sound and efficient operation of the Retirement Fund.

Section 8. If suit or other proceedings are necessary, the Employer shall be responsible for all reasonable attorney fees, costs and other expenses necessary to effect collection.

Section 9. Employer contributions shall commence on the hiring date on each permanent full-time or permanent short-hour employee of the Employer and shall not be subject to change during the life of this Agreement.

Section 10. This shall not affect present comparable Retirement Plans which have been approved by the Trustees of the Western States 401(k) Retirement Fund of the OPEIU.

Section 11. Effective April 1, 2022, and for the duration of this Agreement, the Employer agrees to make a minimum contribution of three dollars and ninety-three cents (\$3.93) per compensable hour to the Western States Office & Professional Employees Pension Fund for all employees. The Employer also agrees to contribute the additional eighty percent (80%) cap for the pension surcharge amount listed in the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, with a total contribution amount of seven dollars and seven cents (\$7.07) to the Western States Office & Professional Employees Pension Fund.

Be it further agreed that should there be any changes to the Western States Office & Professional Employees Pension Fund that would require the Employer to pay higher than what is defined in Section 11 to this Article (i.e.; contribution, tax, surcharge, or any other means), this Agreement shall open for the purposes of bargaining economics only. Should the Western States Office & Professional Employees Pension Fund release the Employer from its obligation to pay according to the 2013 Rehab Plan, in accordance with the Supplemental Contribution Schedule, then the Employer shall contribute the contractual pension contribution amount.

## **ARTICLE 15. HEALTH AND SANITATION**

The Employer agrees to provide a comfortable and healthful work environment for its employees, in accordance with Local, State and Federal laws. This will include proper facilities as to light, heat, ventilation and seating. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

## **ARTICLE 16. EDUCATION**

Section 1. **Career Development.** Employees may be assigned higher-level work for training and development purposes on a limited term basis. The Employer shall make every effort to distribute such assignments on an equitable basis. Assignments of employees to a position in a higher-level classification under this Section shall normally be for a maximum of sixty (60) days unless otherwise agreed or work-out-of-classification pay is offered. Employees shall be informed in writing of the purpose of the assignment and its expected duration. Career development opportunities shall not be used to prevent the filling of vacant positions.

Section 2. **Tuition Reimbursement.** The Employer shall reimburse an employee for the cost of tuition, registration, associated books and fees for any classes, seminars or conferences taken by an employee on the employee's own time which are directly related to the employee's current position and which, in the opinion of the Employer, will result in improved job performance. Prior approval from the Employer is required and is subject to the availability of budgeted funds. For courses or training for which a grade is issued, the employee must attain a grade of "C" or better in order to receive reimbursement.

## **ARTICLE 17. NON-DISCRIMINATION**

Section 1. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quality and quantity as that performed by men, the same rate of pay shall prevail.

Section 2. No clause in this Agreement shall be understood to imply any lowering of the working conditions and rates of pay heretofore existing in the office of the employees.

Section 3. The Employer agrees that they will not discriminate against an employee because of their activity as a member of the Union.

Section 4. Neither the Union nor the Employer in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotion, transfer, layoff, termination or otherwise against any employee by reason of race, color, creed, national origin sex, religious belief, marital status, mental or physical disability, sexual orientation, real or perceived gender identity, political affiliation or any other categories of persons or activities protected by Federal, State or local statutes, ordinances, rules or regulations.

## **ARTICLE 18. RATES OF PAY**

Section 1. The wage scales herein established and shown in Schedule "A" shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant.

1.1 Effective April 1, 2022, all bargaining unit employees shall receive a six and one half percent (6.5%) wage increase to their current wage rate and which shall be set forth in Schedule "A" to this Agreement.

1.2 Effective April 1, 2023, all bargaining unit employees shall receive a four percent (4%) wage increase to their current wage rate and which shall be set forth in Schedule "A" to this Agreement.

1.3 Effective April 1, 2024, all bargaining unit employees shall receive a four percent (4%) wage increase to their current wage rate and which shall be set forth in Schedule "A" to this Agreement.

Section 2. Paydays shall be at least semi-monthly and in no case shall more than five (5) days pay be held back. Monthly pay shall reflect number of hours worked.

Section 3. Any employee, who is laid-off or has given notice as per Article 11 within this Agreement, shall receive all wages due them immediately upon termination of employment. In all other cases, all wages due them shall be paid within forty-eight (48) hours of termination of employment.

## **ARTICLE 19. UNION REPRESENTATIVES**

The Union Representative shall have the right to contact employees at work regarding matters affecting this Agreement at any reasonable time.

## **ARTICLE 20. UNION LABEL STAMP - UNION SHOP CARD**

The privilege of using the Union Label Stamp and the Union Shop Card shall be extended to the Employer as long as this Agreement remains in full force and effect, and the Employer is fulfilling all of its terms and conditions. The Union Label Stamp and Union Shop Card shall remain the property of the Union.

## **ARTICLE 21. GRIEVANCE MACHINERY AND ARBITRATION**

Section 1. **Purpose and Scope.** The purpose of a grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of hours, working conditions and wages, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties agree that every effort should be made to resolve grievances informally with the first level Supervisor or others, as appropriate, and to settle grievances at the lowest possible level. The grievant and/or the Union and the appropriate Employer representative shall meet, if necessary, to attempt to resolve the grievance at any step.

A grievance may advance to any level in the grievance procedure by written mutual agreement of the parties.

Section 2. **Filing and Processing Requirements.** A grievance may be brought under this procedure by one (1) or more aggrieved employees, or by the Union as a class grievance (hereafter described as "the grievant"). No grievance shall be processed beyond informal process without Union concurrence and representation. An aggrieved employee, or Union on behalf of the employee, shall present their grievance to the Employer within ten (10) working days of its occurrence on the regular grievance form, or such grievance will be deemed waived by the Union and the Employer.

- 2.1 A written grievance shall be signed and dated and indicate the step at which is being filed. Grievances not meeting the requirements of this Section shall not be considered officially filed or may not be moved to the next step until the missing information is provided, as applicable. Written grievances and responses shall address, at a minimum, the following points:
  - a. The statement of the grievance/response and the facts upon which it is based;
  - b. A statement of the specific provision(s) of the Agreement that is (are) the basis of the grievance/response;
  - c. The manner in which the provision is purported to have been violated, misapplied or misinterpreted (or in which the provision supports the response);

- d. The date or dates on which the alleged violation, misinterpretation or misapplication occurred; and
- e. The specific remedy sought or offered.

Section 3. **Timelines.** When computing deadlines under this Article, the day which triggers the deadline (contract violation, receipt of grievance, etc.) shall not be included. "Working days" means Monday through Friday, excluding holidays. Filing and response time limits shall be met by mailing, e-mail, hand delivery or facsimile transmission. Receipt shall be considered to be the date of actual receipt. The time limits prescribed herein may be waived or extended by mutual agreement, in writing, by the Union and the appropriate Employer representative at each step.

A grievance not brought within the time limit prescribed for every step shall be considered settled on the basis of the Employer's last decision received by the employee or the Union. A grievance or complaint not responded to by the Employer representative may be moved to the next step in the procedure.

In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the Union, shall meet with the Employer within two (2) working days of filing the grievance. If the Employer fails to respond to the grievance within ten (10) working days of receipt of such grievance or meeting at Step 1, the grievance shall be taken to Step 2 if the parties are unable to resolve the issue.

Step 2. **Mediation.** The grievance procedure the parties agree to invoke a mediation process to resolve the grievance provided herein. As contemplated by this Section, mediation involves the use of a third party, to serve as a Mediator, using contemporary mediation techniques. A decision to utilize a Mediator shall subject to the following understandings:

The Mediator shall be a mutually acceptable Federal Mediation and Conciliation Service (FMCS), the parties may choose to strike names from a list or select on a case-by-case basis.

The Mediator shall attempt to assist the parties in achieving a voluntary resolution. The Mediator will not have the authority to force either party to accept a particular resolution. If the parties are unable to reach resolution the grievance shall be taken to Step 3.

Settlement discussions by the parties during mediation may not be introduced during any subsequent arbitration, nor may the comments by the Mediator be referenced.

Step 3. If the grievance has not been resolved at Step 2, the Union or the Employer may refer the dispute to final and binding arbitration. The advancing party shall notify the other side, in writing, of submission to arbitration within ten (10) working days after receipt of the Mediator's Step 2 response.

Section 4. If in any of the foregoing steps either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.



Section 5. The decision of the Arbitrator shall be final and binding upon the parties hereto and the prevailing party shall bear no cost of the Arbitrator's fee.

Section 6. It shall be the intention of the parties to settle all differences between the employees and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement.

Section 7. The Union or the Employer may request an extension of time by mutual agreement with a follow-up, in writing, for any of the aforementioned steps.

## **ARTICLE 22. PICKET LINE EXEMPTION**

In the event any other employees of the Employer engage in any strike or refusal to work, place or maintain pickets at or on the Employer's premises, and such picket lines are officially recognized by the Office & Professional Employees International Union, Local 11, then any refusal to work and failure to cross such picket lines by members of the Office & Professional Employees International Union, Local 11 shall not be considered a violation of this Agreement, any other language to the contrary notwithstanding.

## **ARTICLE 23. SEPARABILITY**

In the event that any provisions of this Agreement shall at any time be declared invalid by any final judgment of any court of competent jurisdiction or through a final decree of a government, state or local body, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that any invalid provisions of this Agreement shall be modified to comply with the existing regulations or laws.

**ARTICLE 24. TERMINATION AND RENEWAL**

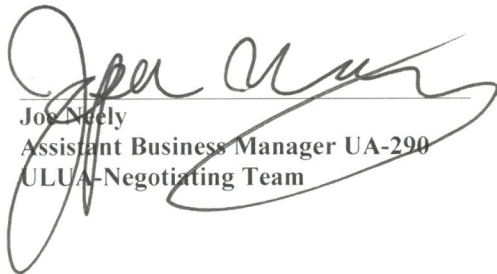
This Agreement shall be in full force and effect from April 1, 2022 through March 31, 2025, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided, that in the event the Union serves written notice in accordance with this Article, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provisions of this Agreement, any other provisions to the contrary notwithstanding. Upon signing of this Agreement or any future Agreement, the provisions therein shall be retroactive to the anniversary date.

As agreed this 30 day of March 2022:

**UNITED LABOR UNION  
ASSOCIATION**

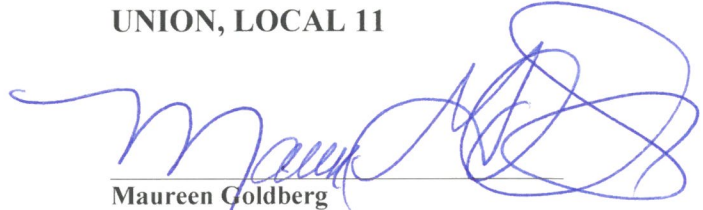


**Garth Bachman**  
Business Manager IBEW Local 48  
ULUA - President



**Joy Neely**  
Assistant Business Manager UA-290  
ULUA-Negotiating Team

**OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 11**



**Maureen Goldberg**  
Executive Secretary-Treasurer  
OPEIU Local 11



**Karyn Morrison**  
Union Representative  
OPEIU Local 11

**SCHEDULE "A"**

In accordance with Article 18/Rates of Pay the following hourly wage rates are minimums only and are hereinafter set forth to this Agreement and shall not prevent the Employer to pay above scale, if the work performance of an employee so warrants.

<b>GENERAL OFFICE STAFF</b>			
	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
No Previous Office Experience (first three [3] months)	\$24.74	\$25.73	\$26.76
Starting Rate (or after above allowance)	\$26.85	\$27.92	\$29.04
After Six (6) Months	\$27.08	\$28.17	\$29.29
After Twelve (12) Months	\$28.34	\$29.47	\$30.65
After Eighteen (18) Months	\$28.55	\$29.69	\$30.88
After Twenty-Four (24) Months	\$29.50	\$30.68	\$31.91
<b>BOOKKEEPER OR SECRETARY OR ONE-EMPLOYEE OR OFFICE ADMINSTRATOR</b>			
	<b>April 1, 2022</b>	<b>April 1, 2023</b>	<b>April 1, 2024</b>
No Previous Office Experience (first three [3] months)	\$25.04	\$26.04	\$27.08
Starting Rate (or after above allowance)	\$27.17	\$28.25	\$29.39
After Six (6) Months	\$27.40	\$28.50	\$29.64
After Twelve (12) Months	\$28.79	\$29.94	\$31.14
After Eighteen (18) Months	\$28.89	\$30.05	\$31.25
After Twenty-Four (24) Months	\$29.86	\$31.06	\$32.30

An experienced office employee shall begin at the after three-month rate. A skilled Trade Union Office employee shall receive the following credits:

- 1-3 years out-of-trade....Go to top of scale after three (3) months
- 3-5 years out-of-trade....Go to top of scale after six (6) months

The wage scales herein established shall be considered minimum wages and shall not prevent the payment of higher scales to any employee whose work may warrant. And be it further agreed that all employees over scale shall receive the wage increases negotiated above.

## APPENDIX "A"

This Appendix is entered into between the United Labor Union Association (ULUA) and the Office & Professional Employees International Union, Local 11 with the intent to allow proper communication between the parties listed above and in accordance with Articles specified below within the Collective Bargaining Agreement.

It is mutually agreed by all parties that the following shall apply to all bargaining unit employees who work for an Employer, signatory to the ULUA that is considered Non-Labor Union; all other provisions within the Collective Bargaining Agreement are in full force and effect.

- Article 6/Section 4 – All voluntary overtime work performed on a Saturday shall be paid at one and a half times (1½) the employee's regular hourly wage rate.
- Article 13/Section 1 – Insurance Opt-Out Provisions, except for the Western States Health & Welfare Trust of the OPEIU. Bargaining unit employees shall have the voluntary option to opt out of the Employer provided Health & Welfare coverage under the following parameters:
  - The employee must be able to prove that they have healthcare coverage through another entity.
  - The Employer agrees to pay a three hundred dollar (\$300.00) monthly stipend for those employees who opt out. Part-time employees shall receive a pro-rated amount based on a budgeted FTE.
  - The Employer shall provide employees who opt out of the Employer provided Health & Welfare coverage open enrollment paperwork as to determine if they wish to continue the opt out request for healthcare coverage.
  - **Qualified Family Status.** Enrollment changes as a result of a qualified family status change will be provided in accordance with State, Federal and County rules as applicable. Enrollment changes must be received by the Employer with applicable documentation within thirty-one (31) calendar days and shall be effective the first (1<sup>st</sup>) of the month following the date of the qualifying event. Otherwise, coverage cannot be obtained until the next open enrollment with coverage effective the 1st of January of the following calendar year.
- Article 13/Section 2 – Eligibility hours for healthcare coverage shall be eighty (80) hours per payroll month.

Be it further agreed that this Appendix shall be pursuant to the terms of Article 21/Grievance Machinery should there be any dispute regarding the interpretation and/or application.