

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL/CIO**

and

THE KELMAN BUESCHER FIRM P.C.



April 1, 2019 to and including March 31, 2022

AGREEMENT

This Agreement is entered into this 1st day of April, 2019, between the Office and Professional Employees International Union Local #30, hereinafter referred to as the “Union” and The Kelman Buescher Firm P.C., hereinafter referred to as the “Employer”.

PREAMBLE

WHEREAS, the parties 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 that may arise between them, so as to secure uninterrupted operation of the office.

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1 – RECOGNITION

- 1.1** The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees, exclusive of supervisory employees with the authority to hire, transfer, suspend, layoff, re-call, promote, discharge or discipline other employees or effectively recommend such action, if in connection with the foregoing the exercise of such authority is not of merely routine nature but requires the use of independent judgment. It is understood that this agreement does not cover lawyers.
- 1.2** It is understood that if, at any time during the term of this Agreement, the Employer and the bargaining unit mutually agree that the functioning or operation of the office and/or the legal assistant would be improved by the exclusion of the legal assistant from the bargaining unit the legal assistant shall be excluded from the bargaining unit. It is further understood and agreed that the following Articles and Sections will not apply to the legal assistant during the term of this contract: Article 5, Hours of Employment, Sections 5.1, 5.2, 5.3, and 5.4; Article 6, Overtime, Sections 6.4 and 6.6; and Article 17, Permanently Employed Part-time Employees-Extra Workers.

ARTICLE 2 – UNION SECURITY

- 2.1** Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth and thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. “Good standing” for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic Union dues. The Employer will notify Local #30’s office of any opening and give first consideration to any qualified Union members.

ARTICLE 3 – DUES AND POLITICAL CHECKOFF

- 3.1** The Employer agrees to deduct union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 3.2** The Employer agrees to remit such dues, initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office, no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as known by the Employer to be owed by the employee, from the final pay check, of any eligible employee.
- 3.3** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 3.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 3.5** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 3.6** Voluntary contributions deducted from employees' paychecks shall be made payable to the Voice of the Electorate (VOTE) fund and forwarded monthly to the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

ARTICLE 4 – RIGHTS OF MANAGEMENT

- 4.1** The Employer retains the right to manage the office and direct the working forces including the right to hire, promote, or transfer in accordance with the provisions of this Agreement, and suspend, discipline or discharge any employee for just cause, subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 5 – HOURS OF EMPLOYMENT

5.1 Eight (8) hours, exclusive of lunch period of not less than thirty (30) minutes to no more than one (1) hour, shall constitute a day's work. Each employee shall be given by the Employer a stated work day of eight (8) consecutive hours, such hours to be exclusive of the lunch period mentioned heretofore. The stated work day of each regular full-time employee shall have the same starting time for each day of the regularly scheduled work week. Notice of change in starting time and/or scheduled work week will be given to the employee at least twenty-four (24) hours prior to the completion of his current scheduled work week. Wherever possible, the Employer shall schedule the working hours between the hours of 8:00 A.M. and 6:00 P.M.

OR

When mutually agreed to between the Employer and the Union employee, a four (4) day work week may be scheduled. Such schedule shall follow the guidelines set forth in Article 5.1 but shall allow for as many as ten (10) hours of work on each of the four (4) days scheduled Monday through Friday.

- 5.2** Within the regular working day, a break period of fifteen (15) minutes, approximately midway in the first four (4) hours of the working day and a similar break period in the second four (4) hours of the working day, shall be granted by the Employer as part of the working hours. It is understood that employees may not exercise their breaks in such a manner that telephone and receptionist service will not be provided.
- 5.3** The scheduled work week shall consist of forty (40) hours of work and shall be composed of either any four (4) out of five (5) days or five (5) consecutive scheduled work days.
- 5.4** Regular employees shall be guaranteed eight (8) hours of work each day, except on those days where the employee receives holiday pay or is scheduled to work on the sixth (6th) or the seventh (7th) day of the scheduled work week, a four (4) hour guarantee shall prevail.
- 5.5** Regular employees shall be guaranteed forty (40) hours of work per week. Holiday pay, sick leave and vacation pay, as provided in this Agreement, which fall on the employee's scheduled work day during the scheduled work week, shall apply as hours worked in computing weekly guarantees.
- 5.6** It is understood that daily and weekly hours of work may be increased and such additional time worked shall be compensated for as hereinafter provided under the overtime provisions of the Agreement.

- 5.7** Any employee who is called back to work after leaving the Employer's premises shall be given four (4) hours work or pay thereof.
- 5.8** With mutual agreement the Employer will allow a modified work schedule for the legal assistant.
- 5.9** An employee who misses work for a reason that would qualify for personal leave shall be allowed to make up the time missed instead of using personal leave provided it is made up within the same work week as the time that was missed. If the make-up time is going to be worked in anticipation of personal leave being taken later in the week, the leave time must be taken unless prior approval is obtained from the Employer. The employee must obtain approval from the managing attorney, if available, prior to working any make-up time and such approval will not be unreasonably denied. No time worked as make-up time will be eligible for the overtime premium set forth in Section 6.2 of this Agreement.

ARTICLE 6 – OVERTIME

- 6.1** Overtime or double time compensation at the rate of time and one-half (1 1/2) or two (2) times the employee's straight time hourly rate of pay shall be paid under the following conditions.
- 6.2** All time worked in excess of eight (8) hours on any one day of a five (5) day work week or in excess of ten (10) hours on any one day of a four (4) day work week, provided such time has been authorized and approved, shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate of pay.
- 6.3** All time worked in excess of forty (40) hours in any scheduled work week, provided such time has been authorized and approved, shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate of pay.
- 6.4** All time worked on the sixth (6th) consecutive day of the scheduled work week, provided such time has been authorized and approved, shall be paid for at the rate of time and one-half (1 1/2) the employee's straight hourly rate of pay.
- 6.5** All time worked on designated holidays as set forth in Article 7 provided such time has been authorized and approved, shall be paid for at the rate of two (2) times the employee's straight time hourly rate of pay in addition to holiday pay.
- 6.6** All time worked on the seventh (7th) day of the work week, whether or not work is also performed on the sixth (6th) day, provided that such time has been authorized and approved, shall be paid at two (2) times the employee's straight time rate of pay.
- 6.7** It is understood and agreed that overtime or premium pay will not be paid twice in one week for the same hours worked.

- 6.8** Holiday pay, paid sick leave and paid vacation time which falls in an employee's regularly scheduled work week shall be considered as hours worked for the purpose of computing weekly overtime hours.
- 6.9** Whenever overtime is necessary, the employee normally performing the regular duties required to be performed on overtime will be given preference for the overtime work. If such employee does not accept the overtime work, the work will be offered to the employees by job classification by seniority.

ARTICLE 7 – HOLIDAYS

- 7.1** The following holidays shall be observed with no deduction in salary:

New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the full day before Christmas Day, Christmas Day, the last one-half workday before New Year's Day, one (1) floating holiday as agreed to by the Employer and employee and the employee's birthday.

- 7.2** The employee must have worked the regularly scheduled workday immediately preceding and immediately following the holiday in order to qualify for holiday pay, unless his/her absence is due to his/her regularly scheduled vacation, sickness or injury supported by evidence satisfactory to the Employer, or unless excused from working either or both of said shifts by the Employer.
- 7.3** Employees laid off for any reason within fifteen (15) days of the scheduled holiday shall receive holiday pay. Employees on sick leave of absence within thirty (30) days of the scheduled holiday shall receive holiday pay. Employees shall be entitled to holiday pay if the holiday falls within six (6) months of absence due to occupational injury.
- 7.4** If any of the above holidays fall during an employee's vacation period, the employee shall receive holiday pay, in addition to his/her vacation pay, or an extra day of vacation at the option of the Employer. Employees taking a vacation during any one of the scheduled holidays shall be informed at least one (1) week prior to the scheduled holiday whether or not they can extend the vacation by adding the holiday or holidays.
- 7.5** Any of the above recognized holidays falling on Sunday will be observed the following Monday and any of the above recognized holidays falling on Saturday will be observed the preceding Friday. In the event Christmas Day and/or New Year's Day falls on a Saturday, the Christmas Eve and/or New Year's Eve holiday will be observed on Thursday and Christmas Day and/or New Year's Day will be observed on Friday. Otherwise, such holidays shall be observed as designated by Federal Law. In the event the Christmas Day or New Year's Day holiday falls on Sunday, the Christmas Day or New Year's Day holiday will be

observed on Monday and the Christmas Eve or New Year's Eve holiday will be observed on Friday. In the event the Christmas Eve or New Year's Eve holiday falls on Sunday it will be observed on the preceding Friday.

- 7.6** During the first thirty (30) days of their probationary period employees shall not be entitled to holiday pay.

ARTICLE 8 – VACATIONS

- 8.1** Each employee shall receive ten (10) days' vacation with pay per year, provided they have worked one (1) year. However, under unusual circumstances and at the sole discretion of the Employer, an employee may be granted one (1) week vacation after having worked six (6) months upon the request and explanation of the employee. An employee who has completed three consecutive years of service with the Employer shall be entitled to fifteen (15) workdays of vacation per year with pay. Employees who have completed ten (10) years of service with the Employer shall be entitled to twenty (20) workdays of vacation per year with pay.
- 8.2** In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive one (1) day of vacation pay at the rate of one (1) day's pay per month for each month of service over nine (9) months. Upon leaving the service of the Employer any time after one (1) year of service, an employee shall receive accrued but unused earned vacation pay provided two (2) weeks' notice of resignation has been given to the Employer.
- 8.3** However, accrued but unused earned vacation pay will be paid to the employee regardless of timeliness of the resignation when such resignation is due to an emergency situation or a situation beyond the control of the employee.
- 8.4** Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority in selecting the time of their vacations.
- 8.5** Except as provided below, no employee shall accumulate more than twenty (20) days of vacation at the end of any anniversary year. Up to 10 vacation days that have been accrued but unused on the employees' anniversary date of hire shall be paid out in full on the employees' anniversary date. Vacation time cannot be rolled over or banked.

ARTICLE 9 – SICK AND PERSONAL LEAVE

- 9.1** The Employer agrees to grant fifteen (15) days leave with pay per year, computed from the anniversary date of employment. Leave shall not be accumulated beyond a total of thirty (30) days. The Employer may require that the employee obtain a doctor's certificate of other satisfactory evidence that the leave is necessary, at the option of the Employer.

- 9.2** Employees desiring to take leave for the purpose of keeping a doctor's appointment must notify the Employer in sufficient time prior to the appointment so that he may arrange the work accordingly. Employees shall be charged a minimum of one-half (1/2) hour of leave for each occasion they use leave.
- 9.3** Employees shall be granted one day off without pay to be taken in no less than one half (1/2) day increments at the discretion of the Employer.

ARTICLE 10 – JURY DUTY

- 10.1** In the event that it is necessary for the employee to serve on jury duty, the employee shall incur no loss of pay, in accordance with the following:

Pay for such jury duty shall be limited to thirty (30) calendar days or twenty (20) working days. Jury pay shall not be granted for employee's regularly scheduled days off.

ARTICLE 11 – BEREAVEMENT LEAVE

- 11.1** An employee shall be excused from work without loss of pay for a maximum of five (5) consecutive working days in the event of the death of any of the following members of his/her immediate family: mother, father, spouse, brother, sister, child, including legally adopted children or foster children, and a person of the opposite sex with whom the employee maintains a spousal relationship. An employee shall be excused from work without loss of pay for a maximum of three (3) consecutive days in the event of the death of the employee's mother-in-law, father-in-law, grandmother or grandfather. For the purpose of this agreement, "working days" will be defined as including the employee's regular work days and excluding days which would be paid at overtime rates if the employee had worked.
- 11.2** Bereavement leave will begin at the discretion of the employee.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.1** After one (1) year of service, a leave of absence without pay not to exceed a period of three (3) months for reasons deemed justifiable by the Employer may be granted to an employee by the Employer. When such leave of absence is granted by the Employer it shall not impair the employee's seniority as set out in Article 14 hereof. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays his/her leave of

absence will lose his/her rights to re-employment, unless otherwise agreed to by the Employer.

- 12.2** The Employer shall grant a leave of absence not to exceed six (6) months in the event of illness or injury of the employee. Employees receiving such leave shall retain and accumulate seniority during the leave. Additional leave of absence may be granted, at the Employer's discretion, for a period in excess of six (6) months, upon presentation of a doctor's certificate, but additional seniority shall not be accumulated, provided however, that an employee desiring to return to work at the end of a leave of absence must notify the Employer thirty (30) days or more prior to the expiration date of said leave.
- 12.3** It is agreed between the parties that the Employer will give reasonable consideration to requests for leaves of absence for reasonable periods of time, for reasons other than those herein specified.
- 12.4** In the event an employee is unable to work due to occupational injury or illness, such employee will be entitled to a leave of absence for a period of time equal to the years of seniority or until reaching a point of maximum improvement as determined by the employee's treating physician, whichever is shorter, during which time the employee shall continue to accrue seniority.
- 12.5** Employees shall be allowed leave of absence for Union business for a period of time up to six (6) months during which period they shall accumulate seniority.

ARTICLE 13 – NO REDUCTION

- 13.1** No clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement and further, no work condition shall be lowered as a result of the signing of this Agreement.

ARTICLE 14 – SENIORITY

- 14.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force and recall after layoff, all promotions, and demotions. It is understood and agreed that clerical employees and paralegal employees shall maintain separate lines of seniority.
- 14.2** New employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment and there shall be no responsibility on the part of the Employer to retain these employees during the ninety (90) day period. This probationary period may be extended for a maximum of three (3) thirty (30) day increments upon agreement between the Employer and the Union. If the employee is retained beyond the probationary period, their name shall be placed on the seniority list as of the date of their last hiring.

- 14.3** Seniority shall terminate for any of the following reasons:
- (a) Voluntary quitting
 - (b) Discharge for just cause
 - (c) Layoff for lack of work for a period in excess of one (1) year
- 14.4** If and when there is a need for a layoff in the bargaining unit, a person in the Bookkeeper classification cannot use their seniority to bump a person in the Secretary or Secretary/Bookkeeper classification. A person in the Secretary/Bookkeeper classification can use their seniority to bump a person in either the Secretary or the Bookkeeper classification.

ARTICLE 15 – UNEMPLOYMENT AND WORKERS COMPENSATION

- 15.1** The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Workers Compensation Acts for each of his employees.
- 15.2** An employee will be entitled to compensation for the first three working days or any part thereof missed, due to an on the job injury, without having the time deducted from their sick leave or vacation time if benefits for that time period are not covered by the insurance carrier.

ARTICLE 16 – LAYOFF NOTICE

- 16.1** The Employer agrees not to lay off an employee without two (2) weeks' notice and two weeks' pay, unless dismissal is for just cause. The employee shall give two (2) weeks' notice to the Employer in case of intended resignation. The provision of this Article shall not apply to part-time employees.
- 16.2** Laid off employees shall be recalled to work in seniority order and their years of service shall be bridged. Recall rights shall terminate pursuant to section 14.3 one year from date of layoff.

ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES – EXTRA WORKERS

- 17.1** Employees may be permanently employed on a regularly scheduled work week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days or for as many as the regular five (5) days of employment. These employees shall be compensated at the appropriate straight time rate except as provided in Article 6. All of the provisions of this Agreement shall apply to these employees, pro-rated on the basis of the hours of employment, except as provided for in Articles 19 and 20.
- 17.2** The Employer shall not be permitted to employ more than one part-time employee on a permanent basis unless the Employer employs at least one full-time

employee, provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure as outlined in the Agreement.

- 17.3** Extra workers shall be paid at an hourly rate of pay equivalent to the first step of the job performed as indicated in Article 26.1. No other terms or provisions of this Agreement shall apply to extra workers.
- 17.4** Extra workers shall not be employed for more than 180 calendar days unless the extra worker is a high school student. Under these circumstances, the term of employment can exceed 180 calendar days if the person is still enrolled in and attending high school during the time so employed. In no event will the high school student extra worker be employed longer than he or she is enrolled and attending high school or six months, whichever is greater.
- 17.5** Extra workers shall be subject to the provisions of Article 2, Union Security and thirty-one (31) calendar days.

ARTICLE 18 – SAVINGS CLAUSE

- 18.1** In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect, any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

ARTICLE 19 – HEALTH AND WELFARE

- 19.1** The Employer shall pay health, dental and vision insurance for each eligible covered employee. The premium shall be paid on a monthly basis. The contribution for new employees shall start on the first day of the month following the completion of the first thirty (30) days of the probationary period.
- 19.2** Regularly scheduled part-time employees who work twenty-four (24) or more hours per week shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 19.3** The Employer agrees to provide a long term disability policy for all eligible employees, at a cost not greater than two hundred and seventy-five dollars (\$275.00) per month during the first year of this Agreement.
- 19.4** The Employer agrees that if a full time employee is temporarily unable to work at all, the Employer will pay to the employee one hundred and fifty-seven dollars and fifty cents (\$157.50) gross pay per week for a maximum of thirteen (13)

weeks. In order to qualify for this payment, the following conditions must be met:

- a) The employee must have been employed full time for thirty (30) days.
- b) The employee must have exhausted all available sick leave.
- c) The employee cannot work at all during this time.

ARTICLE 20 – PENSION

- 20.1** Effective April 1, 2009 the Employer agrees to contribute to the Western States Office and Employees Pension Fund a contribution on behalf of each employee in the amount of two dollars and sixty cents (\$2.60) per straight time hours paid for. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving the first thirty (30) days of their probationary period. The contributions for probational employees shall start on the first of the month following the thirty (30) days of the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.2** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 20.3** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.4** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Savings Plan and Trust (401k). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.5** Effective with the April, 2010 hours paid, the Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as

presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

ARTICLE 21 – MATERNITY LEAVE

21.1 The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 22 – TECHNOLOGICAL CHANGES

22.1 In the event of Technological Changes, such as, but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes and the rate of pay for such jobs, prior to the installation of such equipment.

22.2 In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article than either party shall have the right to submit the dispute to the arbitration procedure of Article 23 of this Agreement.

22.3 Employees who take skill upgrade training will be reimbursed up to a maximum of one thousand dollars (\$1,000) per semester (or appropriate school schedule) for tuition, books and supplies under the following conditions:

1. Employees must obtain approval in advance of taking the course(s).
2. Employee must receive a “C” or higher grade (or equivalent) in the course(s).
3. The course(s) must relate to the employee’s current job or a job that is covered by this agreement.

ARTICLE 23 – DISCIPLINE PROCEDURE

23.1 In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure, with the exception of verbal warnings, as provided for in this Agreement. Employees may have a Union representative present at meetings concerning disciplinary action, discharge and layoff.

The Employer will generally follow a progressive disciplinary procedure, but reserves the right to skip steps as it sees fit. The disciplinary steps that will generally

be used are as follows:

Step One: Verbal Warning or formal counseling with notation in employee's file.

Step Two: Written Warning. Written disciplinary notice including an explanation of the conduct or work performance issue which needs improvement.

Step Three: Final Written Warning with possible unpaid suspension, not to exceed two weeks.

Step Four: Termination in writing

The Employee shall be given at least ten (10) working days between each step to allow for improvements, unless otherwise stated in the written form during a discipline step meeting. A copy of any written warnings from step 2 and 3 shall be mailed to the union.

ARTICLE 24 - GRIEVANCE AND ARBITRATION PROCEDURE

24.1 All grievances shall be handled in the following manner:

STEP 1: A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union, or the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP 2: If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the Step 1 meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejections in writing to the Union, within five (5) working days of the Step 2 meeting.

STEP 3: If the grievance is not settled at Step 2, the Union may request arbitration within fifteen (15) working days immediately following receipt of the Employer's written response, by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties, by alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a

coin.

The cost of the arbitrator and the cost of necessary expenses required to pay for facilities for hearing of the case shall be borne equally by the Employer and the Union involved.

The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.

The arbitrator does not have authority to modify or amend, alter, add to, or subtract from, any provision of this Agreement.

- 24.2** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

ARTICLE 25 – QUALITY OF WORK LIFE

- 25.1** Recognizing the desirability of mutual efforts to improve the work life of the employees and enhance the effectiveness of the organization, the Employer and the Union express their mutual belief that by encouraging greater employee participation, work can be made more satisfying and organizational performance and service quality can be improved. Therefore, the parties agree to continue cooperation in developing a spirit of mutual trust and respect.

ARTICLE 26 – EMPLOYEE DIGNITY

- 26.1** The Employer agrees that it is important and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in an employee's performance. If a discussion with an employee is to be considered to be a disciplinary discussion, it will be so stated and a Shop Steward will be present unless the employee specifically requests that the Shop Steward not be present.

ARTICLE 27 – CLASSIFICATIONS AND WAGES

- 27.1** Employees shall be paid the following minimum scale of wages:

Effective April 1, 2019 employees will not receive a wage increase during the term of this agreement.

<u>Effective 4/1/19:</u>	0-9 Months	10-18 Months	19-60 Months	5 years and after
Office Manager	\$25.05	\$27.23	\$29.74	\$31.32
Legal Assistant	\$25.05	\$27.23	\$29.74	\$31.32
Secretary, Secretary/Bookkeeper	\$20.78	\$22.83	\$24.88	\$26.08
Bookkeeper	\$20.78	\$22.83	\$24.88	\$26.08
General Office Work	\$14.40	\$15.71	\$18.37	\$19.20

27.2 Premium pay over the above classifications shall be paid by the Employer to an employee who is given the responsibilities of maintaining the Employer's case management software (currently Time Matters) and training employees on the use of that software. The Employer retains complete discretion over whether to assign such responsibilities and is not required to make such an assignment. Such an assignment will only be made to an employee who has demonstrated the additional skills and abilities to perform these added responsibilities. The ability of an employee to use the software as part of his or her job is not sufficient to warrant the assignment. The premium will be between three percent (3%) and ten percent (10%), at the discretion of the Employer.

27.3 Premium pay of four percent (4%) will be added to the base rate of persons who perform translation duties as part of their job.

27.4 The Employer may use an employee in the General Office Work classification to prepare documents in final form when no Secretary or Secretary/Bookkeeper is available or willing to do the work on overtime. The General Office employee shall be paid at the entry level Secretary rate of pay for all time so worked, including training time, with a minimum of one hours pay. Such requests must come specifically from a lawyer.

27.5 If the Employer specifically asks that a Secretary also perform Legal Assistant duties for a portion of the Secretary's time for purposes of providing training, the Secretary will be paid the higher of his/her rate or the 0-9 month Legal Assistant rate for all time worked. The Employer and the Secretary must agree in advance to the portion of time that will be paid at the Legal Assistant rate. The time-based steps for Legal Assistants shall not apply to this work. Furthermore, if the Secretary is reclassified as a Legal Assistant, the Employer shall have complete discretion as

to how much, if any, of the time so worked as a Legal Assistant will be credited toward the pay rate upon reclassification, provided that the employee will not suffer a cut in pay.

ARTICLE 28 – LONGEVITY PAY

28.1 After five (5) years of service, employees shall be eligible to earn longevity pay equal to forty-five dollars (\$45.00) for each year of service. The first payment shall be made on the employee's sixth (6th) anniversary and on each anniversary thereafter. Payments shall be made in a lump sum and are not added to a part of the employee's base rate of pay.

ARTICLE 29 – OCCUPATIONAL SAFETY & HEALTH

29.1 The employees shall be represented by a Shop Steward to be selected from their number for the purpose of meeting with the Employer on matters pertaining to heating, lighting, cleanliness and ventilation of the offices and washrooms and keeping the work area in a sanitary and otherwise satisfactory condition.

29.2 Employees required to operate Video Display Terminals shall, at the expense of the Employer, receive an ophthalmologic exam prior to being assigned to such job duties, and annually thereafter.

ARTICLE 30 – PARKING

30.1 In the event the Employer place of business is located where free parking is not available to the employees, the Employer and the Union agree to meet and attempt to negotiate an Agreement which will equitably address the concerns of all parties.

ARTICLE 31 – TERM OF AGREEMENT

31.1 This Agreement shall be in full force and effect from the first day of April 2019, to and including the 31st day of March 2022, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (a) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days prior to the expiration date of the Agreement, give written notice to the other party of intention to terminate and by such action the Agreement shall, for all purposes terminate as of the expiration date of the Agreement.
- (b) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days prior to the expiration date of the Agreement, give written notice to the other party.

- (c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which time may be extended by mutual agreement.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30

By: Marionne Anderson

Title: ED/CFO

Date: 2-22-2019

THE KELMAN BUESCHER FIRM P.C.

By: [Signature]

Title: attorney

Date: 3-17-19

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