

**AGREEMENT**

**Between**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**

**LOCAL NO. 30**

**And**

**ZENITH AMERICAN SOLUTIONS**



**June 1, 2022 Through May 31, 2025**

TABLE OF CONTENTS

ARTICLE 1- PREAMBLE ..... 3  
ARTICLE 2-RECOGNITION ..... 3  
ARTICLE 3-MANAGEMENT RIGHTS ..... 4  
ARTICLE 4-NONDISCRIMINATION ..... 4  
ARTICLE 5-WAGE SCALES AND CLASSIFICATIONS ..... 4  
ARTICLE 6 - HOURS OF WORK ..... 6  
ARTICLE 7-SENIORITY ..... 6  
ARTICLE 8 - PROBATIONARY, TEMPORARY AND PART-TIME EMPLOYEES ..... 7  
ARTICLE 9 - HOLIDAYS ..... 8  
ARTICLE 10 - PAID TIME OFF ..... 8  
ARTICLE 11 – LEAVE OF ABSENCES ..... 9  
ARTICLE 12 – VACANCIES/PROMOTIONS/LAYOFFS ..... 10  
ARTICLE 13 – DISCIPLINE AND DISCHARGE ..... 11  
ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE ..... 12  
ARTICLE 15 - HEALTH AND WELFARE ..... 13  
ARTICLE 16 - PENSION ..... 13  
ARTICLE 17 - SUBCONTRACTING ..... 14  
ARTICLE 18 - BONDING ..... 15  
ARTICLE 19 - TECHNOLOGICAL CHANGES ..... 15  
ARTICLE 20 - VISITATION ..... 15  
ARTICLE 21 - TRAINING ..... 15  
ARTICLE 22 - TUITION REIMBURSEMENT ..... 16  
ARTICLE 23 - UNION DUES ..... 16  
ARTICLE 24 - UNION SHOP CARD ..... 16  
ARTICLE 25 – UNION BULLETIN BOARD ..... 16  
ARTICLE 26-SEVERABILITY ..... 17  
ARTICLE 27-NO STRIKE/NO LOCKOUT ..... 17  
ARTICLE 28-DURATION ..... 17  
ARTICLE 29 –TOTALITY OF AGREEMENT ..... 18  
EXHIBIT “A” ..... 19  
MINIMUM WAGE RATES ..... 20

**AGREEMENT**

**With**

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL UNION NO. 30**

**and**

**ZENITH AMERICAN SOLUTIONS**

This Agreement entered into this 1<sup>st</sup> day of June 2022, by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the Union, and **ZENITH AMERICAN SOLUTIONS**, located at 2001 Camelback Road – Suite 350, Phoenix, Arizona, hereinafter known as the Employer.

**ARTICLE 1- PREAMBLE**

Section 1. The purpose of this Agreement is to set forth the understanding between the Employer, its bargaining union employees and the Union, and to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently under competitive conditions while providing the employees with good wages and working conditions in accordance with the language of this Agreement, and to facilitate orderly adjustments of grievances, complaints and disputes which may arise from time to time between the Employer and the Union.

Section 2. The spirit of this Agreement is one whereby the Employer will deal with its employees honestly and fairly, consistent with sound business principles in accordance with the language of this Agreement. The employees will reciprocate by performing their duties with diligence, competence and honesty, rendering a full days work for a full day's pay. This Agreement is entered into in consideration of mutual performance thereof in good faith by the parties.

**ARTICLE 2-RECOGNITION**

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the Jurisdiction of this Agreement.

Section 2. The Employer agrees to recognize Local No. 30 as the bargaining representative for any future offices or operations established within Maricopa County and which employs personnel performing substantially the same work as is performed in its existing offices, unless contrary to the National Labor Relations Act. In the

event of such recognition, the Agreement shall cover the office and clerical employees at such facility, excluding Supervisors, Managerial and Confidential employees.

Section 3. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

Section 4. The Employer or his representative shall make known to the employee the duties he is to perform and from whom he is to receive instructions.

Section 5. Throughout this Agreement where the masculine pronouns “he” or “his” are used, they shall be understood to refer to both male and female employees.

### **ARTICLE 3-MANAGEMENT RIGHTS**

All matters concerning the management of the office and business and administration thereof and the direction of the working forces including, but not limited to, the right to suspend, discipline or discharge for cause, layoff for lack of work or other reason, to hire, transfer, assign work, train, promote, demote, or recall, promulgate and enforce reasonable rules and regulations, determine the products, processes and extent of services to be provided, the types and quantities of equipment and materials to be used, and the methods of operation are vested exclusively in the Employer subject only to the express terms of this Agreement. All functions, powers, rights and authority which the Employer has not specifically delegated or modified subject to the terms of this Agreement are recognized as retained by the Employer, and the enumeration of management rights in this paragraph shall not be construed to exclude other prerogatives not enumerated in this section.

### **ARTICLE 4-NONDISCRIMINATION**

Neither the Union nor the Employer, in carrying out its obligations under this Agreement, shall discriminate unlawfully against any employee based on any legally protected classification under Federal, State and/or Local law.

### **ARTICLE 5-WAGE SCALES AND CLASSIFICATIONS**

Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit “A” to this Agreement.

Section 2. It is expressly agreed that the wage scales herein provided are the minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an

employee may not obtain a salary above minimum, be granted an increase in pay before periods specified, or be advanced or promoted in the service of the Employer.

Section 3. Employees will receive a performance review annually, usually in April to reflect performance for the previous year. The results of performance reviews will be shared with each employee. The Employer reserves the right to award performance bonuses for high performance. Such performance bonuses would be awarded to employees whose performance is judged by the Employer to exceed expectations and would not be part of the employee's wage. This additional performance bonus may be offered at the discretion of the employer and would be offered to all employees on an equal basis.

Section 4. The Employer may temporarily move employees from a lower rated job classification to a higher rated job classification, or vice versa, in order to meet emergencies or to fill in for others who are temporarily absent, and shall pay the rate of the employee's permanent job classification. Employees who perform all of the duties of the higher classification for more than eight (8) hours shall be paid the rate of the higher rated job retroactively. Such employees shall continue to earn the higher rates until reassigned to their regular positions. Employees who are permanently moved from a higher rated job classification to a lower rated job classification shall, from the date of such move, be paid at the rate of the lower classification, and will continue to be paid at such rate for as long as they perform the duties of the lower rated job classification.

Section 5. The Employer may designate an employee to coordinate and/or direct the work effort of one or more employees in a lead position. When such employee is required to perform such lead duties in addition to their regular duties for any portion of the day, the employee shall receive an additional \$1.00 per hour for that entire day. At the direction of management, an employee assigned to fill in for the designated lead employee shall receive the additional \$1 per hour lead pay for all hours worked as the lead employee.

Section 6. Employees who are requested to use their Bi-lingual (Spanish) skills on a regular basis, will receive an additional seventy-five cents (\$0.75) per hour over and above their hourly rate. Employees will receive this additional compensation for hours worked, and for regularly scheduled and unscheduled paid time off, including vacation, sick and personal time. Employees will not receive bi-lingual skills pay for extended leaves of absence in excess of six (6) continuous weeks.

Section 7. In the event the Employer establishes a new job classification during the term of this Agreement, the rate of pay for such new position shall be discussed between the Employer and the Union. In the event that the parties are unable to agree as to the rate of pay for the job in question, the Union will have the right, no later than thirty (30) days after the job is instituted, to file a grievance challenging the rate of pay for the new position. In the event the dispute goes to arbitration, the

Arbitrator shall be restricted to a determination of whether the rate of pay established by the Employer is consistent with both the overall salary structure and the rate of pay for comparable classifications as listed in Exhibit "A" to this Agreement.

## **ARTICLE 6 - HOURS OF WORK**

**Section 1.** For all job classifications, the minimum workweek for regular full-time employees shall be forty (40) hours, five (5) days a week beginning Monday and ending Friday. The regular workday shall consist of eight (8) hours per day.

Overtime (time and one-half) will not be paid until after forty (40) hours have been physically worked. Holidays, PTO, etc. do not count as time worked for the calculation of overtime.

**Section 2.** The lunch period is not included in the workday. Lunch periods will be thirty - (30) minutes, up to one (1) hour, as defined by the Employer. Each employee is expected to take two (2) fifteen (15) minute breaks daily at the expense of the Employer.

**Section 3.** The Employer, with the consent of the Union, may offer a Flex Time schedule to all employees on an individual and non-discriminatory basis, if possible, unless business needs dictate otherwise. The Flex Time agreement will provide a signature line for the employee and Employer. The Employer or employee may rescind the Flex Time agreement with a ten (10) day written notice to the employee.

**Section 4.** Any "make-up" time must be approved and worked in the week it was taken. If required, any work on a Sunday or holiday shall be compensated at the double time (2 xs) rate for each hour worked, but for not less than three (3) hours of work.

## **ARTICLE 7-SENIORITY**

**Section 1.** Continuous employment for the purposes of seniority shall be deemed to be broken for the following reasons:

- a. If the employee quits.
- b. If the employee is discharged and the discharge is not reversed through the grievance procedure.
- c. If an employee is laid off and fails to return to work within three (3) working days after the Employer has mailed a certified letter notifying the employee to return to work. It is the employee's responsibility to advise the Employer of his current address.

- d. An Employee is absent for two (2) working days without notifying his supervisor.
- e. An employee is laid off over two (2) years.
- f. An employee accepts other employment while on leave of absence unless agreed to by the Employer in writing.
- g. An employee fails to return from an approved leave of absence as scheduled or to secure an approved extension thereto.
- h. An employee is absent for more than two (2) years.

Section 2. Seniority shall be calculated from the most recent date of hire as a regular full-time employee.

## **ARTICLE 8 - PROBATIONARY, TEMPORARY AND PART-TIME EMPLOYEES**

Section 1. All employees shall be regarded as probationary employees during the first ninety (90) calendar days from the date of hire. The Employer may retain or discharge employees during or at the end of the probationary period with or without cause. At the close of the probationary period, the employee shall be considered a regular employee, and shall be entitled to all contract benefits.

The probationary period may be extended for a finite period of time to further evaluate the employee if the employer deems necessary, and by mutual agreement with the Union.

Section 2. A temporary employee will be so designated on the records of the Employer at the start of employment. The Employer will use temporary employees in cases of extreme need or to fill in for regular employees who are out of work temporarily. Such temporary status shall not continue for more than six (6) consecutive months without mutual agreement between the Employer and the Union. The Employer shall not be required to provide group medical benefits to such employees unless/until they should become regular employees. Upon such hire into a regular position in the bargaining unit, the time served as a temporary employee shall count for the purposes of calculating seniority. A period off the payroll of more than thirty (30) days shall constitute a break in service. Temporary employees do not receive benefits, holiday pay or PTO accrual.

Section 3. Regular part-time employees are covered by all conditions as set forth in the Agreement for regular employees in proportion to time worked. A “regular part-time employee” is one scheduled to regularly work a schedule of at least 32 hours per week, but less than 40 hours per week. Employees who regularly work less than 32 hours per week shall not be entitled to any fringe benefits.

**ARTICLE 9 - HOLIDAYS**

Section 1. All regular employees shall be allowed nine (9) holidays with pay. These holidays are:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Eve Day
- Christmas Day

Holidays falling on Saturday or Sunday, shall be observed either on Friday or Monday, at the option of the Employer.

Section 2. Employees must work a minimum of four (4) hours the day before and four (4) hours the day after a holiday in order to be paid for the holiday. Approved PTO is an exception to this. In the event of illness, a doctor's note may be required.

Section 3. Probationary, temporary employees and employees on a leave of absence will not be eligible for paid holidays.

Section 4. A regular part-time employee shall be paid at the regular scale for a holiday on a pro-rata basis consistent with the employee's normal hours of employment for the day on which the holiday is observed.

**ARTICLE 10 - PAID TIME OFF**

Section 1. PTO caps shall be 15 days. Accrual rates are in accordance with the following schedule:

Years of Service	PTO per year	Minimum Annual PTO usage required
Less than 1 year:	10 PTO days	0 days
1 but less than 2 years:	16 PTO days	1 day
2 but less than 3 years:	17 PTO days	2 days
3 but less than 4 years:	18 PTO days	3 days



4 but less than 5 years:	19 PTO days	4 days
5 but less than 10 years:	20 PTO days	5 days
10 or more years:	25 PTO days	10 days

Section 2. PTO will be accrued bi-weekly. PTO must be requested and approved at least one (1) work day in advance except in cases of emergencies or verified illness of an employee or family member. For extended PTO (more than four (4) days); a minimum of two (2) weeks advance notice is required, if possible. Whenever possible, the Employer will grant PTO time as requested by the employee. However, extended PTO shall be scheduled at the sole discretion of the Employer to avoid interference with the Employer's operations which would work a hardship on the Employer or its clients.

Section 3. When a newly hired employee successfully completes their probationary period, PTO accrued from date of hire will be posted to their PTO bank and available for use.

Section 4. Employees who provide two (2) week notice of resignation to the Employer, will be paid all accrued, unused PTO. Employees who do not give a 2-week notice will receive 1 day less pay for each day less than 2-weeks notice. Employees terminated for willful misconduct will receive no accrued PTO.

If a terminating Employee has over used his/her accrued PTO, the amount over used will be deducted from the final paycheck.

## **ARTICLE 11 – LEAVE OF ABSENCES**

### Section 1. Bereavement

In the case of a death of an immediate family member (the employee's, the employee's spouse's or domestic partner's), a regular full-time employee shall be granted a leave of absence of up to three (3) working days with pay. The Employer may request verification. Immediate family members shall consist of the following: spouse, parents, stepparents, spouse's parents, his or her spouse's children, legal guardian, sibling, siblings-in-law, grandparent, grandchild or anyone who lives with the employee. Employees may be granted additional PTO time.

### Section 2. Jury Duty

Employees who are called for Jury Duty will be paid their regular wages by the Employer for all full days served to a maximum of twenty (20) days per calendar year. Monies paid to the employee by the Court, is the employee's money to keep. Mileage and meal allowance shall not be considered as part of jury duty

pay. The employee must return to work after being dismissed from Jury Duty. Such reimbursed jury service shall be limited to twenty (20) working days in a calendar year.

### Section 3. Union Leave

If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30, including conventions and conferences, the employee may be granted a reasonable time off without pay, at the option of the Employer, provided no more than one (1) employee may be absent at any single time for no longer than a five (5) day period, and in any event shall be granted only when there will be no adverse effect on business operations as a result of the absence.

### Section 4. Military Service

The Uniformed Services Employment and Reemployment Rights Act (USERRA) provide employees who serve on active duty with special protection regarding job security and employment discrimination in their civilian positions.

The Employer agrees to abide by the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and its judicial interpretations with respect to leaves of absence due to military service. Before an employee is granted absence, however, she/he shall furnish official evidence that she/he has been ordered to duty for the period requested.

## **ARTICLE 12 – VACANCIES/PROMOTIONS/LAYOFFS**

Section 1. All vacancies in positions covered by this Agreement shall be posted on the Company Intranet and sent to the Union Steward to post on the Union bulletin board for a period of three (3) working days. Testing of applicants may occur. When more than one (1) employee applies for any vacancy, seniority shall be given primary consideration in the selection where, in the opinion of the Employer, qualifications are relatively equal.

Section 2. The Employer shall notify the Union of all openings. The Union shall have the opportunity to recommend applicants for the open position(s) for the Employer's consideration.

Section 3. Employees who are promoted will be allowed a reasonable probationary period not to exceed sixty (60) days. If in that period said employee, in the opinion of the Employer, fails to perform satisfactorily the duties of the new position, he/she will be permitted to return to his/her previous position without loss of seniority and salary.

Section 4. The Employer reserves the right to employ or dismiss, as the conduct of the business requires, and further reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period of new employees.

Section 5. In the event of layoffs due to a reduction in force, probationary employees and those employees on “final written warning/30day probation” will be the first to be laid off. Seniority within work group will always prevail. Laid off employees will be recalled in the reverse order in which they were laid off. Presently the work groups are: Contribution Accounting, Pension Processing, Claims Processing and Customer Service.

When it becomes necessary to lay off employees, they will be laid off in the department affected according to their seniority earned in that department only. Employees so laid off may exercise seniority earned in another department in which they had been permanently assigned to displace a less senior employee in that department provided (1) the more senior employee has the ability and is capable and willing to perform work available in that department at the pay in the applicable classification and provided management determines the employee can demonstrate the ability to perform (2) the work within a customary period needed to train for the position. Employees laid off will be recalled to their department in the reverse order in which they were laid off. For this purpose the four Departments within this facility are Contribution Accounting, Pension Processing, Claims Processing and Customer Service, with future departments as the Employer may designate.

### **ARTICLE 13 – DISCIPLINE AND DISCHARGE**

A regularly scheduled employee who has completed their probationary period shall not be discharged or disciplined without just cause. Employees will be counseled prior to the listed disciplinary process beginning. Counseling will not be considered discipline and shall be non punitive. This is not a grievable process. Subject to the terms of the Agreement, absences due to extreme emergencies will be addressed on a case-by-case basis, not to be unreasonably denied.

Habitual or unscheduled absences, frequent tardiness, failure to report to work or tardiness due to other employment, failure to follow instructions properly, failure to perform work as required or continued failure to observe properly established office rules and procedures shall constitute examples of just cause for discipline. Such examples are not all-inclusive. Employees may not be disciplined for exercising any rights or privileges granted to them under this Agreement. Prior to any managerial decision for discharge or discipline of an employee, for reasons other than conviction of a felony, serious violation of published work rules, dishonesty, insubordination, theft, misappropriation of Company or client property including confidential information and trade secrets, engaging in any form of prohibited harassment, possession of firearms or any other weapon on company property, facilities, or parking lot, willful misconduct, drunkenness, drinking or being under the influence of alcohol or any illegal substances during normal work

hours, failure to report to work without just cause, walking off the job, violation of the employer's business ethics or non-solicitation policies, physical violence, or participating in a work stoppage in violation of this Agreement, an employee must be given a reasonable opportunity to correct the deficiency under the progressive discipline process.

Each Step shall remain in effect for up to twelve (12) months only, after which the step shall become null and void and shall not be used as a basis for subsequent corrective action if no recurring discipline involving similar employee conduct or work performance issues is pending. Corrective action for a serious policy violation will not become null and void. However, a note will be placed in the employee's file once the employee has addressed the issue giving rise to the correction action. A copy of any written corrective action and notice of any verbal corrective action and any note to file that recognizes the employee has addressed the issue giving rise to the corrective action shall be given to the employee and sent to the Union.

#### **ARTICLE 14 – GRIEVANCE/ARBITRATION PROCEDURE**

A “grievance” shall be defined as a claim or dispute raised by an employee or the Union with respect to the application or interpretation of the terms of the Agreement.

Section 1. Every effort will be made by the employees to settle all issues in dispute with their immediate Supervisor. In the event the employee and the Supervisor are unable to arrive at a satisfactory adjustment of the issue, and if the employee wishes to pursue the matter, the employee must submit a written notice of the grievance to the Human Resource Manager and to the Union within five (5) working days of the date of the occurrence of the incident giving rise to the grievance or the claim is nullified. Such written notice must cite the nature of the alleged grievance, must specify the particular Article and Section of this Agreement which they believe has been violated and must be signed and dated by the employee. The Union shall take no action until the Employer has had ten (10) working days to investigate and consider the matter and to advise the employee and Union of the action taken. At such time, either party may request a face-to-face meeting to attempt to resolve the grievance.

Section 2. If satisfactory disposition of the matter is not reached within twenty (20) working days from the date the written grievance was first received by the Employer, the matter then shall be subject to the mediation and arbitration procedure as outlined in this Agreement. The time limit set forth for handling grievances pursuant to this Agreement may be extended upon mutual agreement between the Union and the Employer. The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any alleged grievance arising out of the interpretation of this Agreement.

Section 3. It is the policy of this Union that personal differences between members of the Union will be settled outside of the grievance procedure. All issues raised by members of this Union will be reviewed by the Shop Steward and the Union Business Agent before becoming a formal grievance.

Section 4. Upon mutual agreement between both the Employer and the Union, mediation with the Federal Mediation and Conciliation Service (FMCS) can be pursued as a means of resolving the dispute prior to submission to arbitration. In the event a resolution of the dispute cannot be reached in mediation, the matter may proceed to arbitration. If a grievance cannot be resolved by the parties, the matter may be submitted to arbitration before a neutral selected through the American Arbitration Association (AAA). Arbitration must be demanded within five (5) working days of the conclusion of mediation. The parties will request a list of seven (7) qualified arbitrators and shall make their selection by exercising mutual strikes until one name remains. For the first arbitration under the term of this Agreement, the parties will toss a coin to determine who strikes first. The first strike shall then be alternated for each successive arbitration panel struck. The decision of the Arbitrator shall be final and binding upon the parties. The costs of mediation shall be equally shared by the parties. Each party shall be responsible for the preparation and presentation of their own case.

#### **ARTICLE 15 - HEALTH AND WELFARE**

Section 1. Each Employee will contribute twenty percent (20%) of the monthly premium (bi-weekly) towards their Health and Welfare coverage through the OPEIU Local 30 & 537 Health & Welfare Plan. The Employer will pay the balance of these costs.

The above Health and Welfare premium sharing splits will apply up to a maximum premium increase for the employer of 8% (resuming January 1, 2014). Any amount above the eight percent (8%) shall be paid by the employee; however, if any future H&W increase exceeds 10% in a given year, the parties will work in partnership with each other to seek and secure alternative coverage.

Section 2. The Employer shall provide, at no cost to employees covered by this Agreement, Short Term Disability (STD) and Long Term Disability (LTD) programs. These are income replacement programs at 60% (STD) and 50% (LTD). Employees shall also be eligible to purchase up to 60% tax free LTD replacement benefits.

#### **ARTICLE 16 - PENSION**

Section 1. The Employer agrees to contribute to the Western States Office and Professional Employee Pension Trust Fund a contribution on behalf on each employee the below listed rates per each hour worked. The contribution for probationary employees shall start on the first of the month following their three (3) month probationary period.

Effective date and contribution rate:                      January 1, 2012                      \$2.00

- Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.
- Section 3. Regular part-time employees who work thirty-two (32) hours per week shall be covered by the provision of this article.
- Section 4. The Memorandum of Agreement to Adopt the Rehabilitation Plan signed by the Employer on March 20, 2012, shall be incorporated into this CBA. This includes the Rehabilitation Plan Schedule and the Employer agrees to contribute to the Plan at the rates under this CBA and the applicable Rehabilitation Plan schedule. (Incorporate the Rehabilitation Plan into the CBA)
- Section 5. The parties agree to offer the OPEIU National Retirement Savings Plan (NRSP) as a benefit for employees beginning April 2021 with the following terms:
1. The benefit shall be available to all employees covered under the Collective Bargaining Agreement (CBA) between the parties on a voluntary basis
  2. The Employer agrees to deduct from each employee's paycheck the amount selected by the employee and transmit such funds to the NRSP as prescribed by the Plan.
  3. Effective the first pay date in July 2022, the Employer agrees to match 50% of the first 3% of Employee contributions, excluding catch up contributions, on a per pay period basis.

## **ARTICLE 17 - SUBCONTRACTING**

It is recognized that the Company and the Union have a common interest in protecting work opportunities for employees covered by this Agreement and employed on a regular basis.

The Company maintains the right to subcontract unit work that is in jeopardy of assessment of penalties due to failure to meet contracted, compliance, or regulatory standards. However, the Company will not subcontract such work without first advising the Union of the decision. The Union will have an opportunity to explore and present alternative ideas providing similar cost savings or productivity enhancements as the proposed subcontracting provides. If the Company and the Union are unable to reach an agreement on the proposed subcontracting, and the Company determines that it intends to proceed with subcontracting such work out, the Company shall notify the Union and offer to meet with the Union to discuss the effects of the decision.

If the Company subcontracts bargaining unit work, the Company agrees to maintain, during the duration of the subcontracting, 100% of the number of regular, full time bargaining unit positions performing such work and employed at the time of the transfer.

Such subcontracting of bargaining unit work shall not be initiated within sixty (60) days after a layoff of an employee performing such work and will be of temporary duration not to exceed more than (twelve) 12 months.

## **ARTICLE 18 - BONDING**

When the Employer requires a Fidelity Bond on an employee, the premium of said bonds shall be paid by the Employer.

## **ARTICLE 19 - TECHNOLOGICAL CHANGES**

Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, software, computers or other automated machines into the office, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

Section 2. Notice of jobs created by the introduction of such equipment shall be posted on the Company Intranet and sent to the Union Shop Steward to post on the Union bulletin board of the Employer. This notice will be posted for two (2) working days and will include the job title, labor group classification, hourly rate, a brief description of job duties and the qualifications and skills necessary for the job. Employees who desire to be considered for such jobs must apply to the Employer within the two (2) day posting period.

Section 3. In the event skilled employees are necessary to perform such duties brought about by these technological changes, displaced employees' will be given the first opportunity to train and qualify for the new position before hiring persons outside the bargaining unit, provided, in the opinion of the Employer, these displaced employees have the basic minimum requirements needed for the position.

## **ARTICLE 20 - VISITATION**

A non-employee business representative of the Union or a duly authorized non-employee representative of the Union may enter the Employer's premises at reasonable times during work hours to confer with the Employer, the Union Steward, Union officials and/or unit employees for the purpose of administering this Agreement. Such representatives shall notify the office designee to make mutually convenient arrangements for the visit, and the Employer will not unreasonably deny such Union request. Union business will be conducted only while employees involved are on break or during meal periods. If union business is to be conducted on the premises of the Employer, it must be conducted in the break room.

## **ARTICLE 21 - TRAINING**

In the event of changes or additions are made to an employee's job description or job duties, or in the event of new technology, account changes in benefits or services provided, or equipment is introduced, or in the event an employee is promoted to a higher classification or laterally transfers to a position, the employer will provide the affected employee with adequate training,

as the need is identified by the employer, so the employee may adapt to the changes. This training may include, computer based training and on or off-site training.

## **ARTICLE 22 - TUITION REIMBURSEMENT**

Employees covered by this Agreement have the right to participate in the Company's tuition reimbursement program in order to further their job-related education. The guidelines of the company Tuition Reimbursement Policy shall prevail.

## **ARTICLE 23 - UNION DUES**

Section 1. The Employer shall honor union dues executed voluntarily by employees when presented by the Union with such wage assignments, and shall accordingly deduct from employees' wages the regular dues, initiation fees, and reinstatement fees, regular and uniform assessments when certified by the Union to be due and owing and shall promptly remit all money so withheld to the Union. All such wage assignments shall be revocable with applicable State and Federal Laws. Deductions shall be made from the first paycheck of each month. Initiation fees can be split between two paychecks for all employees.

Section 2. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in reliance upon the check off authorization and Union security provisions of this Agreement; provided, however, that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.

## **ARTICLE 24 - UNION SHOP CARD**

The Employer agrees to permit the display of a Union Shop Card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local No. 30, AFL-CIO, and under Agreement with the Union. This card is to be the property of the Union.

## **ARTICLE 25 – UNION BULLETIN BOARD**

The Employer shall provide a Union Bulletin Board to be posted regarding non-controversial Union business (i.e., meetings, charity drives, money raising campaigns, etc.) Such notices must be approved by the Office Manager before posting.



## **ARTICLE 26-SEVERABILITY**

In the event that any provisions of this Agreement shall be found contrary to any State or Federal statute or decision, then such provision shall be deemed null and void, and its exclusion shall in no manner, affect the balance of this Agreement.

## **ARTICLE 27-NO STRIKE/NO LOCKOUT**

During the term of this Agreement there shall be no strike or lockout. No employee shall engage in and neither the Union nor any employee shall induce, encourage or incite any employee to engage in any form of strike, work slowdown, work stoppage or any other form of disruption of work. The Union shall take all reasonable and/or appropriate steps to cause any employee who engages in conduct in violation of this provision to cease such conduct. No employee shall refuse to cross a picket line established by any labor organization if such refusal would result in the employee's failing to perform work for the Employer hereunder.

Any dispute under this Agreement, or any dispute resulting in conduct volatile of the preceding paragraph, whether such dispute is "under" this Agreement or not, shall be subject to the provisions of Article 14 – Grievance and Arbitration Procedure, of this Agreement. Such dispute is otherwise excluded from this Agreement.

## **ARTICLE 28-DURATION**

This Agreement shall be in full force and effect on June 1, 2019, through and including the May 31, 2022, and shall be automatically renewed from year to year unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement prior to February 27, 2022. If agreement upon such amendments or modifications is not reached before the May 31, 2022, negotiations shall continue until such time as either party gives the other party a final notice of termination of the Agreement. Such termination shall not be effective until ten (10) working days after the final notice of termination of the Agreement has been received in writing by the party so notified.

**ARTICLE 29 –TOTALITY OF AGREEMENT**

The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

On behalf of OPEIU Local 30:

On behalf of Zenith American Solutions:

*Marianne Giordano*  
Marianne Giordano (Jun 13, 2022 09:35 PDT)  
Marianne Giordano  
Executive Director/CFO  
Jun 13, 2022

*Leigh Dobbs*  
Leigh Dobbs (Jun 10, 2022 10:15 EDT)  
Leigh Dobbs  
CHRO, EVP Human Resources  
Jun 10, 2022

**EXHIBIT “A”**

**CURRENT WAGE RATES ADJUSTED**

Effective June 1, 2022: Across the board wage increase of 2.75%, plus a \$250 signing bonus \*

Effective June 1, 2023: Across the board wage increase of 2.5%, plus a \$250 bonus\*

Effective June 1, 2024: Across the board wage increase of 2.5%, plus a \$250 bonus\*

*The first year’s signing bonus and all subsequent bonuses will be paid only to those employees who are employed on, and have successfully completed their probationary period by, the date of the ratification and/or the subsequent June 1<sup>st</sup> dates. For those probationary employees who are employed on the date of the ratification and/or the subsequent June 1 dates, the bonus will be paid after the employee’s successful completion of the probationary period.*

<b>Title</b>	<b>Pay Grade</b>
Receptionist	2
Claims Processor	3
Customer Care Advocate	3
Accounts Receivable Processor	3
Pension Processor	3
	3
Sr. Claims Processor	4
Sr. Customer Care Advocate	4
Sr. Accounts Receivable Processor	4
Sr. Pension Processor	4

**MINIMUM WAGE RATES**

Grade	5/31/2022	6/1/2022 2.75%	6/1/2023 2.5%	6/1/2022 2.5%
2	\$14.91	\$15.32	\$15.70	\$16.10
3	\$16.85	\$17.31	\$17.75	\$18.19
4	\$18.79	\$19.31	\$19.79	\$20.28