

COLLECTIVE BARGAINING AGREEMENT

Between

Guide Dogs of America

And

**Office & Professional Employees International Union,
Local No. 30**



September 9, 2022 through August 31, 2025

TABLE OF CONTENTS

AGREEMENT	2
ARTICLE 1- PREAMBLE.....	2
ARTICLE 2 - RECOGNITION.....	2
ARTICLE 3 - UNION SECURITY AND CHECK-OFF.....	2
ARTICLE 4 - UNION REPRESENTATION AND ACCESS.....	3
ARTICLE 5 - MANAGEMENT RIGHTS.....	4
ARTICLE 6 - NONDISCRIMINATION	5
ARTICLE 7 - SENIORITY, LAYOFF AND RECALL	5
ARTICLE 8 - HOURS OF WORK	8
ARTICLE 9 - MEAL PERIODS AND REST BREAKS	9
ARTICLE 10 - ATTENDANCE AND PUNCTUALITY.....	11
ARTICLE 11 - BEREAVEMENT LEAVE	12
ARTICLE 12 - JURY DUTY.....	12
ARTICLE 13 - DISCIPLINE AND DISCHARGE.....	12
ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE	14
ARTICLE 15 - WAGES.....	18
ARTICLE 16 - HEALTH INSURANCE COVERAGE	19
ARTICLE 17 - PENSION & 401(k) PLANS.....	19
ARTICLE 18 - VACATION	19
ARTICLE 19 - PAID HOLIDAYS	20
ARTICLE 20 - PAID SICK LEAVE & KIN CARE.....	21
ARTICLE 21 - CLOTHING ALLOWANCE	22
ARTICLE 22 - UNION BULLETIN BOARDS	23
ARTICLE 23 - TEMPORARY OFF-SITE AND TRAVEL.....	23
ARTICLE 24 - NO STRIKE – NO LOCKOUT	24
ARTICLE 25 - SAVINGS CLAUSE	25
ARTICLE 26 - DURATION	25
MEMORANDUM OF AGREEMENT	27

AGREEMENT

This collective bargaining agreement ("Agreement"), entered into by Guide Dogs of America, hereinafter referred to as the "Employer," and Office and Professional Employees International Union, Local 30, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1- PREAMBLE

- Section 1. The purpose of this Agreement is to set forth an understanding between the Employer, its bargaining unit employees and the Union, to establish an equitable and harmonious relationship that will enable the Employer to prosper and operate efficiently 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. The Union will deal with the Employer and employees honestly and fairly, in accordance with the language and spirit of this Agreement. This Agreement is entered into in consideration of mutual performance thereof in good faith by the parties.

ARTICLE 2 - RECOGNITION

The Employer recognizes the Union, its designated agents and representatives, and its successors as the sole collective bargaining agent on behalf of all employees of the Employer in the following classifications with respect to wages, hours, and working conditions: Apprentice Trainer, Breeding Department Assistant, Breeding/Nursery Technician, Kennel Technician, Canine Development Assistant, Office Customer Service Support, Guide Dog Mobility Instructor, Lead Kennel Technician, Maintenance Superintendent, Veterinary Assistant/Receptionist, Veterinary Assistant/Kennel Technician, Lead Vet Assistant and Volunteer Coordinator/Database Assistant. Excluded from the bargaining unit are all seasonal employees, temporary employees, confidential employees, managerial employees, guards, and supervisors as defined in the National Labor Relations Act.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF

- Section 1. All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union on the thirty first (31st) day of their employment. Union membership is required only to the extent that employees must pay either, (1) the Union's initiation fee (if applicable) and the periodic dues; or (2) service fees for non-members or objectors in accordance with applicable law as provided by the Union.

Upon receipt of the proper authorization card provided by the Union and signed by the employee, the Employer will deduct from the employee's wages the appropriate dues and or fees and forward such to the Union on a monthly basis.

Section 2. The Union shall hold harmless the Employer from actions taken to comply with the foregoing.

ARTICLE 4 - UNION REPRESENTATION AND ACCESS

Section 1. Union Representatives

The Company recognizes and will deal with Union representatives, including those chosen by the Union from among employees in the bargaining unit, only in accordance with the provisions of this Article.

Section 2. Union Steward

The Union will designate one (1) employee as union steward for the bargaining unit and one (1) employee as an alternate union steward for the bargaining unit in the event the designated steward is unavailable. The Union will advise the Company in writing of the appointment of the steward and the scope of representational responsibility of the steward. Action by the appointed employee in his/her capacity as a steward shall take place outside of the scheduled working hours of the steward and any other employee(s) involved. All steward activities shall be attended to at a time and a place that will not disrupt the Company's operations. If the steward seeks to be relieved from duty to engage in activity within the scope of his/her representational responsibility, the employee must make such request from his/her supervisor. Such requests will not be unreasonably denied, provided they do not interfere with or disrupt work to be performed. Thereafter, the employee shall be required to clock out in order to attend to steward-related activities. Release time will not be considered time worked for any reason.

Section 3. Notification of Union Representatives

The Union will maintain (and keep current) with the Company a complete written list of its officers, business agent(s), steward and staff representatives (including addresses and telephone numbers) who will deal with the Company. The Company shall be free to refuse to deal with any purported Union representative for whom the Company has not a received written notification from the Union Executive Director or CFO confirming such individual's status as an official Union representative authorized to deal with the Company.

Section 4. Union Access

A non-employee Union representative may be allowed access to Company premises to meet with the Company representatives, or to meet with the Union steward on his or her non-work time and in non-work areas, or to carry out such activities as are specifically provided for in this Agreement only after providing the Company advance written notice of the matter requiring his attention and after scheduling a mutually agreeable time that will not interfere with or otherwise disrupt the Company's operations.

ARTICLE 5 - MANAGEMENT RIGHTS

Section 1. Management Rights Reserved

- A. The Union recognizes and acknowledges that all of the customary and usual rights, powers, functions and authority of management, including, but not limited to the rights hereinafter listed, which the Employer had prior to the execution of this Agreement, are retained except as they are expressly abridged or modified by this Agreement or a subsequent written agreement between the parties hereto.
- B. It is agreed that the following enumeration of management rights is not inclusive but shall be deemed representative of the customary and usual rights which are retained by the Employer. Employer retains the right to: recruit; hire; classify; reclassify, establish, change, combine and eliminate classifications; assign, reassign or transfer employees from a work assignment, department or job location; promote; demote; suspend; discipline or discharge employees; layoff employees; direct the work of the employees; establish and change productivity standards; assign, reassign and modify job duties; schedule and assign work (including overtime work) and to establish, schedule and change the hours of work (including overtime); modify job qualifications; reorganize the operation of the business or its personnel; reduce the number of, and eliminate positions; the right to establish and amend from time to time policies and procedures including but not limited to employee conduct, discipline, payroll, leaves, time off and job duties; subcontract any part of the function or operation of the business; enter into and conduct new businesses; expand or contract any such businesses; and the right to cease and terminate all such businesses.
- C. It is specifically agreed that the Employer has the right to draft and implement policies regarding Leaves of Absence and to utilize such policies in the administration and management of bargaining unit members.

Section 2. Work By Managers, Supervisors, Other Non-Unit Employees and Others

It is fully understood that the Company's managers and supervisors are "working" managers and supervisors. Managers, supervisors, other non-unit employees (including, but not limited to, temporary, casual, and contractual employees), and other non-employees (including contractors and volunteers) shall be permitted to perform any work (including

work otherwise performed by employees in the bargaining unit) when reasonably necessary for the operation of the Company's business.

Section 3. No Waiver of Management Rights

The failure of the Company to exercise any function, power or right reserved or retained by it, or the exercise of any power, function or right in a particular manner, shall not be deemed a waiver of the right of the Company to exercise such power, function, authority or right, or to preclude the Company from exercising such right in some other manner, so long as it does not conflict with an express provision of this Agreement.

ARTICLE 6 - NONDISCRIMINATION

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

ARTICLE 7 - SENIORITY, LAYOFF AND RECALL

Section 1. Definition of Seniority

Seniority shall consist of an employee's length of continuous employment in a position covered by this Agreement since his or her last date of hire. Seniority shall accumulate during all authorized paid leaves of absence, unless otherwise required by law.

Seniority rights created by this Agreement exist only to the extent expressed herein. Seniority shall not establish any right to the continuation of any work by the Company, nor to the continuation of any job classification or arrangement of duties within a classification, but only serves as defined in this Article and as a qualification for benefits as expressly provided for in this Agreement.

Section 2. Probationary Period

All new employees and those hired after loss of seniority shall be considered probationary employees until they have completed a ninety (90) calendar day probationary period. Days worked as a seasonal/temporary or contractual employee will not be counted towards satisfaction of the probationary period if the employee becomes a regular GDA employee. Time absent from duty or not served for any reason shall not apply towards satisfaction of the probationary period or any extension thereof. Employer reserves the right, in its sole discretion, to extend the probationary period for an additional thirty (30) days. During an employee's probationary period, the employee may be disciplined, suspended, laid off or terminated without cause at the sole discretion of the Company. Such probationary

employee shall have no recourse to the grievance or arbitration procedure to contest such discipline, suspension, layoff or termination.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his or her last date of hire.

Section 3. Layoff

The Company, in its discretion, shall determine whether layoffs are necessary, and which classification or classifications will be reduced. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off within classification as follows:

- a) All probationary employees within a classification will be laid off first (or terminated, as determined by the Company), provided that the employees who are retained possess the skill, qualifications, experience and physical and mental ability to do the work in a fully satisfactory manner without further training.
- b) If further reductions within a classification are necessary, layoffs will occur by inverse seniority (i.e., the last one hired will be the first one laid off).

There shall be no bumping rights in a layoff under this Agreement. The right to layoff shall not be construed to limit or restrict the Company's right to reduce hours for all employees (or to institute furloughs for all employees).

Section 4. Recall

Non-probationary employees who are laid off shall be placed on a recall list by classification for a period of 4 months. If there is a recall in a classification, employees who are still on the applicable recall list shall be recalled in the reverse order of their layoff (i.e., the last one laid off shall be the first one recalled).

Employees who are eligible for recall shall be given seven (7) calendar days' notice of recall and notice of recall shall be provided to the employee by electronic mail with a copy to the Union Representative, provided that the employee must notify the Company of his or her intention to return to work within three (3) working days after receiving any actual notice of recall (including notice by personal telephone call, text message or otherwise). The Company shall be deemed to have fulfilled its obligations by sending the recall notice by electronic mail, to the email address last provided by the employee, it being the obligation and responsibility of each employee to provide the Company with his or her current email address. If an employee fails to timely respond to a recall notice, s/he shall be skipped for purposes of recall and placed at the bottom of the list. If the Company has

not heard from the employee within seven (7) calendar days of emailing a notice of recall, the employee's name shall be removed from the recall list.

Section 5. Termination of Seniority

Seniority for all purposes and the employment relationship shall be terminated if the employee:

- a) quits;
- b) is discharged and not reinstated;
- c) retires;
- d) is found to have falsified any information submitted on his or her employment application, resume, or other material at the time(s) he or she sought employment with the Company;
- e) falsifies the reason for a leave of absence or is found to be gainfully employed or self-employed during a leave of absence without written permission from the Company (which shall be deemed a voluntary quit);
- f) fails to report to work at the conclusion of an authorized leave of absence or vacation (which shall be deemed a voluntary quit);
- g) is laid off and fails to timely respond to a notice of recall as provided in Section .5 above, or fails to report for work at the time prescribed in the notice of recall;
- h) is laid off or for any other reason does not perform bargaining unit work for the Company for a period of six (6) months, except as provided in Section .3 above;
- i) is absent from work for two (2) consecutive working days without notification to or authorization from the Company (which shall be deemed a voluntary quit).

Section 6. Promotions to and Transfers to Permanent Openings in the Bargaining Unit

In the event that the Company desires to fill a vacancy in a job classification within the bargaining unit, employees in the bargaining unit who seek to fill such opening may apply for it and will be considered. The Company will select the applicant (whether inside or outside the bargaining unit) whom the Company, in its sole discretion, determines to have the greatest skill, qualifications, experience, work record and physical and mental ability to do the work. In the event the Company, in its sole discretion, determines that the overall qualifications of two or more applicants are substantially equal, the current employee with the most seniority will be given preference over those from outside the Company and

employees with greater seniority will be preferred over those with less. Except as defined herein, the Company shall retain sole and exclusive discretion concerning the selection of individuals for promotion or transfer.

Section 7. Lead Persons and Supervisors

The Company shall retain sole and exclusive discretion regarding the appointment and removal of lead persons and supervisors. The Company shall not be required to adhere to the procedures contained in this Section of the Agreement with respect to the appointment and removal of lead persons and supervisors. The Company's selection of particular individuals for promotion to, or removal from, lead, shift lead or supervisory positions shall not be arbitrary or capricious.

Section 8. Regular Full-Time and Regular Part-Time Employees

A "regular full-time" employee is one who is regularly scheduled to work a full-time schedule of at least 32 hours per week and acquires seniority and is generally eligible for all benefits as provided in this Agreement (subject to all stated conditions). A "regular part-time" employee is one who is regularly scheduled to work less than 32 hours per week and acquires seniority but is not generally eligible for benefits (other than legally mandated benefits) except as expressly and specifically provided in this Agreement.

Section 9. Seasonal/Temporary and Contractual Employees

An employee who is hired for a limited temporary period (whether of definite or indefinite duration) is considered a "seasonal" or "temporary" employee. An employee who is placed through an agency relationship is a "contractual" employee. Seasonal/temporary and contractual employees are not part of the bargaining unit. They do not acquire seniority and do not become eligible for wages or benefits under this Agreement.

ARTICLE 8 - HOURS OF WORK

Section 1. Hours of Work

The "workweek" begins at 12:00 a.m. on Monday and ends at 11:59 p.m. on Sunday. The "workday" is a 24-hour period beginning at 12:00 a.m. and ending at 11:59 p.m.

GDA reserves the right to assign start times and end times for each shift, and to schedule employees as necessary to meet its operational and staffing needs.

Section 2. Reporting Time Pay

Employees who report to work as scheduled and are not put to work or works with less than half of the employee's usual or scheduled day's work, shall be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay.

If an employee is called back to work a second time in any one workday and works less than two hours on the second reporting, the employee shall be paid for two hours at employee's regular rate of pay.

The provisions of this section shall not apply when work is unavailable due to the following reasons:

- a) The employer's operations cannot begin or continue due to threats to employees or property, or when civil authorities recommend that work not begin or continue.
- b) Public utilities fail to supply electricity, water, or gas, or there is a failure in the public utilities, or sewer system.
- c) When the interruption of work is caused by an Act of God or other cause not within the employer's control.

Section 3. On Call Phone

The On Call phone assignment is voluntary. Employees who volunteer for or are assigned the On Call phone, shall receive \$100 per week. GDA retains the right to assign the On Call phone to those employees on the active volunteer list due to staffing or operational needs. If an employee is required to respond to a call, the employee will be paid for all hours worked in responding to the call.

ARTICLE 9 - MEAL PERIODS AND REST BREAKS

Section 1. Meal Periods and Rest Breaks

GDA provides employees with unpaid 30-minute meal periods and paid 10-minute rest breaks. GDA expects employees to take their duty-free meal periods and rest breaks and encourages them to do so. Employees should report to HR if they are not provided with meal periods and rest breaks as described below.

Section 2. Meal Periods

GDA provides and affords employees who work more than five (5) hours in a workday the opportunity to take an uninterrupted, duty-free, meal period of 30 minutes. The Company

also provides and affords the opportunity to take a second uninterrupted, duty-free, meal period when an employee works more than ten (10) hours in a workday.

An employee working a shift of more than five (5) hours is entitled to take an unpaid meal period of 30 minutes in length, which should begin before the end of the fifth hour of the employee's shift.

An employee who is working a shift of more than 5 hours but no more than 6 hours may voluntarily waive their meal period.

An employee who works more than ten (10) hours in a day is entitled to a second 30-minute unpaid meal period. In this case, the first meal period should be taken within the first five (5) hours of the shift and the second meal period between the sixth and tenth hour of work. An employee may voluntarily waive their second meal period; but only if the first meal period is taken.

In certain situations, where the nature of the work prevents an employee from taking a meal period in accordance with this Article, employee may take an on-duty meal period, but only if the employee has signed a voluntary on-duty meal period agreement.

Employees will be entirely relieved from duty during the unpaid meal period and may leave the Company's premises. Employees are required to accurately document their meal periods as well as their time worked in the Company's time and attendance system. Any employee who believes that they were required to skip a meal period, take a short meal period or take a late meal period must notify their supervisor as soon as possible.

Section 3. Rest Breaks

Employees are permitted to, and should take, paid ten (10)-minute rest breaks during each four (4) hours worked (or major fraction thereof), in accordance with the following guidelines:

Hours Worked in a Day	Number of Paid Rest Breaks
Less than 3.5 hours	0
At least 3.5 hours but less than 6 hours	1
At least 6 hours but less than 10 hours	2
At least 10 hours but less than 14 hours	3

An employee who works fourteen (14) hours or more should take one additional paid ten (10)-minute rest break during each additional four (4) hours worked. As a general matter, rest breaks should fall on either side of the meal break. Rest breaks may not be "saved" and added together for a longer break or "saved" so that the employee leaves work earlier.

Employees will be entirely relieved from duty and may leave the premises during the rest break. Because rest breaks are paid time, employees do not need to document rest breaks on their timesheet. Any employee who believes that they were required to skip a rest break must notify their supervisor as soon as possible.

ARTICLE 10 - ATTENDANCE AND PUNCTUALITY

Section 1. Punctuality

GDA encourages habits of good attendance and punctuality on the part of its employees. Management recognizes that circumstances beyond an employee's control may cause him/her to be absent from or late to work on occasion.

GDA employees are expected to be reliable and punctual by reporting for work on time and as scheduled. In addition, employees are expected to timely return from meal periods and rest breaks. When employees are absent or late, it places a burden on co-workers and can affect productivity and service.

Section 2. Notification

Anytime an employee is unable to report for work, or is going to be late, they must notify their manager as soon as practicable.

Section 3. Excused Absences

Excused Absences are defined as:

- Absences approved in advance by your supervisor
- Absences covered by FMLA/CFRA, PDL, Paid Sick Leave and other absences protected by federal, state and local laws.
- Parents/guardians/grandparents having custody of one or more children in kindergarten or grades 1-12 may take time off for a school activity. This time cannot exceed 8 hours in any calendar month or a total of 40 hours each year. Employees must provide as much advance notice as possible. Employees must use vacation time before they can take this time as unpaid. This also covers if an employee must leave work to attend to their child due to emergency school closures, natural disasters or asked to come pick up their child from the school.

Section 4. Unexcused Absences

Unexcused absences are any absences that are not covered by the definition of excused absences.

Unexcused absences and/or tardiness will not be tolerated and may result in disciplinary action up to and including termination.

Excessive unexcused absences and/or tardiness will result in disciplinary action up to and including termination. Excessive unexcused absences and tardiness is generally defined as 2 or more unexcused absences or tardies in a 30-day period. Employees who are “no call-no show” for 2 days may be subject to discipline including termination from employment with GDA.

Employees who develop a pattern of absences, such as calling out on Mondays and/or Fridays, calling out the day before or after a holiday or calling out the day before or after approved time off may be subject to disciplinary action up to and including termination.

Section 5. Attendance and Punctuality Management Process

Unexcused absences and/or tardiness are subject to the Discipline and Discharge process set forth in Article 13 of this Agreement.

ARTICLE 11 - BEREAVEMENT LEAVE

Full time employees who have completed their probationary period will be paid for three (3) days time off for the death in the immediate family i.e., spouse, child, parent, sibling, mother-in-law, father-in-law, grandparents, spouse’s grandparents, and parents in absentia. The names of the parents in absentia shall be on file with the Employer. For out of state funerals one (1) additional day off with pay will be provided to attend the funeral. All bereavement time off must be taken within ten (10) days of the funeral except for extenuating circumstances approved by the Employer.

An employee shall notify Employer within 24 hours, or as soon as practicable, of an awareness of a death in their immediate family requiring such employee’s absence from work, or furnish an acceptable reason for failure to notify Employer.

ARTICLE 12 - JURY DUTY

Full-time employees who are summoned for jury duty in state, county, municipal, or Federal Court shall be paid their regular wages for all regularly scheduled workdays spent on jury duty to a maximum of ten (10) working days. The Employer may require proof of service at their discretion.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

Section 1. Right to Discipline and Notice of Discipline

GDA will not discipline or discharge any non-probationary employee without just cause. Notwithstanding the foregoing, GDA may discharge any Apprentice Trainer who fails to meet the requirements of any Training Module.

Section 2. Serious Infractions

The following violations of GDA policies and rules are considered serious infractions and shall be just cause for the immediate discharge of an employee, although GDA may impose, at its sole discretion, a lesser penalty:

- a) Cruelty to or neglect of animals.
- b) Theft or inappropriate removal or possession of property.
- c) Dishonesty, including but not limited to falsification of GDA records or listing unverified data.
- d) Working under the influence of alcohol and/or illegal drugs or marijuana.
- e) Possession, distribution, sale, transfer, or use of alcohol, marijuana or illegal drugs in the workplace.
- f) Insubordination, including but not limited to intentional failure or refusal to perform assigned work.
- g) Violation of safety or health rules.
- h) Threatening, intimidating, coercing, harassing or abusive conduct.
- i) Possession of dangerous or unauthorized materials, such as explosives or firearms in the workplace.
- j) Excessive absenteeism or tardiness following previous progressive discipline.
- k) Unauthorized use of mail system or other employer owned equipment.
- l) Intentional or reckless and unauthorized disclosure of confidential information.
- m) Physical violence or fighting or creating a disturbance on GDA premises or in GDA vehicles, or any time while on duty.
- n) Two (2) days "no call-no show."
- o) Failure to successfully complete any of the training modules required by the Apprenticeship Training Program.

Section 3. Performance Management Process

All employees are expected to meet Company expectations and standards in the performance of all aspects of their job duties. If an employee's performance or conduct

does not meet Company expectations and standards, GDA may use a progressive correction action approach to address employee performance and conduct. Except in the cases of probationary employees and Apprentice Trainers, the Union may grieve such decisions.

A progressive approach may include:

1. Verbal Coaching
2. Written Warning
3. Final Written Warning
4. Termination of Employment

When circumstances warrant, management may decide, in its sole discretion, that some or all of the steps in the performance management process should not be followed and that immediate corrective action, including termination of employment, is necessary based on all of the circumstances.

Section 4. No Waiver

The failure of management to confer a penalty in any instance is not a waiver of such right in any other instance, nor shall it constitute a precedent of any kind.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Definition

A grievance is defined as a complaint, dispute or controversy between the parties arising out of the interpretation, meaning and/or application of the terms of this Agreement. There shall be no suspension or disruption of work of any kind or manner, but such grievances shall be resolved exclusively through the grievance procedure set forth in this Section.

Section 2. Informal Resolution

The parties are encouraged to expeditiously resolve such complaints, disputes or controversies through informal discussions with management. The issue(s) giving rise to these complaints, disputes or controversies must be raised with management within 7 working days of the date the issue(s) arose, or the employee became aware of the issue(s).

If the issue(s) giving rise to such complaints, dispute or controversy cannot be resolved informally within 7 working days after notifying management of the issue(s), the Union may file a written grievance in accordance with this Section. Grievances may only be filed by the Union and not directly by employees.

Section 3. Procedure

If informal discussions do not lead to a satisfactory resolution of a grievance as defined herein, the grievance shall be processed according to the following procedure. The term "working days" as used in the following procedure refers to weekdays (Monday through Friday) on which the Company's offices are open, unless otherwise indicated.

a) First Step:

- 1) If the parties are unable to resolve a grievance informally, a written grievance must be filed by the Union within 7 working days after the conclusion of informal discussions and delivered to the Company's HR Manager or his/her designee. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied, a detailed statement of the facts on which the grievance is based, and the specific relief requested.
- 2) Within 7 working days after the written grievance is submitted, a meeting shall be held with the Union and the Company's HR Manager or his/her designee to resolve the grievance at a time mutually agreed to by all the parties concerned, including a Union Representative and/or his/her designee.
- 3) The Company's HR Manager or his/her designee will provide a written response to the grievance within 7 working days after such meeting. If the Company does not provide a written response, the grievance is presumed to be denied.

b) Second Step (Arbitration):

- 1) If the Union is not satisfied with the decision at the First Step, the Union may refer the grievance to arbitration by written notice to the Company's HR Manager, within 7 working days after the Company's response at the First Step or within 7 working days of when such response was due as set forth in Section 3(a)(3).
- 2) The parties shall attempt to agree upon an arbitrator within fourteen (14) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator the parties request (and pay the applicable fee for) the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) arbitrators, all of whom are on the FMCS panels for California. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The parties will strike names from the panel alternately until only one name remains. The person remaining shall be the arbitrator.

- 3) The arbitrator shall be notified of the parties' selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Company representatives.
- 4) The arbitrator shall conduct a fair hearing, carried on with all convenient speed, at which s/he shall receive evidence, both oral and documentary. Each party shall have the rights to be represented by counsel, to examine and cross-examine witnesses, to make and preserve a record, and to file a post-hearing brief within a reasonable period of time. The parties are prohibited from audio and/or video recording the hearing unless written consent is given in advance by the Company, the Union and the arbitrator.
- 5) The arbitrator shall submit his/her recommendation in writing within sixty (60) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
- 6) The parties may agree in writing that multiple grievances that are related to the facts and contract violations may be submitted to the same arbitrator. The arbitrator shall not combine multiple grievances without the parties' express written consent.
- 7) The fees and expenses of the arbitrator and the cost of a written transcript or the recorded record for the arbitrator shall be divided equally between the Company and the Union. Each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

Section 4. Limitations on Authority of Arbitrator

- a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific, express provisions of this Agreement based on the specific issue submitted to the arbitrator by the parties in writing. The arbitrator's decision shall cover only the particular issue(s) necessary to resolve the particular grievance without recommendation or comment on other matters. If the alleged grievance does not involve interpretation or application of the express language of this Agreement, the Arbitrator shall so rule in the award, and the matter shall not be entertained further. The limitations provided in the two preceding sentences and/or failure of the employee or Union to meet time limitations as provided in this Article are not waived by the Company by prior discussions of the grievance or alleged grievance by the Company or by any other conduct except express written waiver.
- b) The arbitrator has no authority to decide any dispute that does not involve a grievance as defined by Section 1. above. If no joint written stipulation of the issue is agreed to by the Company and Union, the arbitrator shall be empowered to determine the issue

raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to decide any issue not so submitted or raised.

- c) The arbitrator shall be without power to render a decision that is contrary to or inconsistent with in any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the duties and responsibilities of the Company under law and applicable court decisions. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the Company, the Union, and the employee, and all parties will abide by it. No decision or remedy proposed by the arbitrator shall be retroactive prior to the date the grievance was presented in writing, or in disciplinary cases, to the date of the discipline. In discipline and discharge cases, any award of back pay shall be reduced by all interim compensation (including unemployment compensation if allowed by law) which has been received by the employee (or could have been received with reasonable, diligent efforts to mitigate damages) and shall take into account any interim period in which the grievant was or would have been unavailable for work.

Section 5. Group Grievances

If a grievance involving two or more employees arises out of the same facts and alleges a violation, misinterpretation, or misapplication of the same specific terms of this Agreement, it may be submitted as a group grievance in accordance with the procedure set forth in Section 3 above, provided that any such grievance shall be signed by any employees who want their grievance heard as a group grievance. Where applicable, the Union may bring a grievance on behalf of all affected employees. The resolution of a group grievance shall be limited to the employees and/or affective employees who are identified by name in the grievance.

Section 6. Time Limits

If a grievance is not presented within this time limits set forth in Section 3, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or an agreed extension thereof, it shall be considered settled on the basis of the Company's last answer. Failure by the Company at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specific time limits shall permit the purportedly aggrieved party to treat the grievance as denied and to proceed immediately to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Section.

Section 7. Time Spent for Grievance Meetings and Arbitration

- a) The investigation and processing of grievances as provided in this procedure shall take place outside of the scheduled working hours of the steward and other employee(s) involved. If an employee seeks to be relieved from duty to participate in the investigation or processing of a grievance, such employee must make such request from his/her supervisor. Such requests will not be unreasonably denied, provided they do not interfere or disrupt work to be performed. Release time will not be considered time worked for any reason.
- b) The steward and the grievant (or a representative grievant in the case of a group grievance) shall be released from duty if necessary to attend any arbitration hearing. Additionally, any necessary witnesses shall be released for the period of time required to testify in such arbitration hearing. In no event shall any time spent by any employee in connection with an arbitration hearing be considered time worked by the employee.

Section 8. Probationary Employees and Apprentice Trainers

Probationary Employees are not covered by this Grievance and Arbitration Procedure. The Union and Apprentice Trainers cannot grieve the Company's decision to discipline or discharge an Apprentice Trainer for failure to successfully complete any of the training modules required by the Apprentice Training Program. If such a grievance is filed on behalf of a Probationary Employee or Apprentice Trainer, the Union and employee agree to immediately withdraw the grievance.

ARTICLE 15 - WAGES

Except as otherwise provided herein, each year during the term of the Agreement, Employer will provide a 3% wage increase to the then current base rate of all bargaining unit employees.

Apprentice Trainers and GDMIs will receive the wage rates listed in the charts below. Thereafter, these Apprentice Trainers and GDMIs will receive a 3% increase for each year remaining in the Agreement.

Part-time employees will receive the minimum wage in effect each year during the term of this Agreement and are not entitled to the annual percentage increases.

CURRENT WAGE SCHEDULE

	Current Base Rate	9/12/22	9/1/23	9/1/24
Breeding Department Assistant	23.34	24.04	24.76	25.50
Breeding Department Technician	21.93	22.59	23.27	23.96
Canine Development Assistant	25.01	25.76	26.53	27.33
Canine Development Assistant hired after 11/1/21	25.00	25.75	26.53	27.33
Kennel Technician hired after 9/1/17	17.51	18.04	18.58	19.13
Kennel Technician hired before 9/1/17	20.84	21.47	22.11	22.77

Lead Kennel Technician	22.97	23.66	24.37	25.10
Maintenance Superintendent	24.05	24.77	25.51	26.28
Office Customer Service Support	22.88	23.57	24.27	25.00
Vet Assistant/Kennel Technician	21.93	22.59	23.27	23.96
Vet Assistant/Receptionist	19.10	19.67	20.26	20.87
Lead Vet Assistant		24.00	24.72	25.46
Volunteer Coordinator/Database Assistant	21.79	22.44	23.12	23.81
		9/12/22	9/1/23	9/1/24
Apprentice Trainer Module 1		19.38	19.96	20.56
Apprentice Trainer Module 2		20.87	21.49	22.14
Apprentice Trainer Module 3		22.36	23.03	23.72
Apprentice Trainer Module 4		23.85	24.56	25.30
Apprentice Trainer Module 5		25.34	26.10	26.88
Apprentice Trainer Module 6		26.83	27.63	28.46
GDMI Level 1		29.81	30.70	31.63
GDMI Level 2		31.00	31.93	32.89
GDMI Level 3		32.24	33.21	34.21
GDMI Level 4		33.53	34.54	35.57
GDMI Level 5		34.87	35.92	37.00

ARTICLE 16 - HEALTH INSURANCE COVERAGE

Employer will continue to provide healthcare coverage at current levels in effect during the term of the Agreement.

ARTICLE 17 - PENSION & 401(k) PLANS

Employer will continue participating in the current pension and 401(k) plans at current levels in effect during the term of the Agreement.

ARTICLE 18 - VACATION

Vacation Accrual and Use

Full-time employees are eligible to earn paid vacation time off. Vacation time is accrued each pay period at the following rate:

- 0-5 years: 80 hours per year (3.078 every 2 weeks)
- 6-12 years: 120 hours per year (4.615 every 2 weeks)

- 13-20 years 160 hours per year (6.153 every 2 weeks)
- 21+ years 200 hours per year (7.692 every 2 weeks)

Full-time employees continue to earn additional vacation time off until they reach a cap, which is one and a half (1 1/2) times the amount of their annual vacation. For example, an employee who is eligible to earn 80 hours of vacation per year has a cap of 120 hours of vacation s/he can earn.

Once employees reach their cap, they do not earn any additional vacation until they have taken some vacation time off so that the earned and unused amount is less than the cap.

GDA will make every effort to accommodate vacation requests, as long as business needs are met. A request does not guarantee it will be granted.

Time off is to be taken in no less than one (1) day blocks unless prohibited by federal, state or local law. GDA encourages employees to take their yearly vacation to rest, relax and recharge.

Employees must schedule or take 80% of their yearly vacation by March 31st of each year. If you have not scheduled or taken 80% of your yearly vacation by March 31st, your supervisor will work with you to schedule your vacation. Vacation requests must be completed in GDA's timekeeping system, Paylocity, no less than two (2) weeks prior to vacation.

Failure to timely request vacation in Paylocity may result in the denial of the vacation request.

Vacation leave will be pro-rated for the first year of employment and available to use after January 1st of the following year.

Vacation will not accrue during a leave of absence of 30 days or more. Earned unused vacation will be paid at termination.

Vacation does not count as hours worked for purposes of overtime eligibility.

ARTICLE 19 - PAID HOLIDAYS

GDA recognizes 12 paid holidays per year.

New Year's Day	Veterans Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

The first of every year you will receive a list of the holidays and the dates observed by your department.

Full time employees who work the day a holiday is observed for their department are paid time and a half for all hours worked plus eight (8) hours of holiday pay at your hourly rate. When a holiday falls on an employee's regular day off, they will be paid eight (8) hours of holiday pay at their hourly rate.

Part time or seasonal/temporary employees who work on a holiday will be paid time and a half for all hours worked and are not eligible for an additional eight (8) hours of holiday pay.

If an employee incurs an unexcused absence on any scheduled workday prior to and or immediately following an observed holiday, they will not be paid for such holiday.

Personal Day

Full time employees will be granted one (1) paid personal day off to be used during the month of their birthday. It must be used during the month of your birthday; it cannot be carried over into subsequent months. Full time employees who use this personal day in accordance with these terms will receive eight (8) hours pay at their hourly rate.

ARTICLE 20 - PAID SICK LEAVE & KIN CARE

Section 1. Paid Sick Leave

Employees earn paid sick leave at the rate of 1 hour for every 30 hours worked. Employees may earn up to a maximum of 72 hours. However, employees may only use 48 hours of paid sick leave per year. Sick leave can be taken in 1-hour blocks. When an employee has used all sick time, we will use accrued vacation time to cover any absences. Earned sick leave is available for use starting on the 90th day of employment.

Should an employee be absent due to sickness for more than three (3) days the employee may be required to file a doctor's release before returning to work.

Employees must notify their supervisor as soon as practicable but no less than 24 hours before the start of their shift of the need for sick leave. If advance notice is not practicable, employees must furnish a reasonable excuse for failure to notify GDA prior to the start of their shift.

Sick leave is available:

- when the employee has a mental or physical illness, injury, or health condition that prevents the employee from working;
- to obtain a medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition;
- to obtain preventative care;
- for the diagnosis, care, or treatment of an existing health condition of, or preventive care for an employee or an employee's eligible family member. (An eligible "family member" means an employee's spouse or registered domestic partner, child (which for

purposes of this policy means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis, regardless of age or dependency status), parent (which for purposes of this policy means a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child), grandchild, grandparent, or sibling (including a half, adopted or step-sibling) An employee may also use sick time to care for a "designated" person" (a "designated person" means a person identified by the employee at the time the employee requests paid sick day. An employer may limit an employee to one designated person per 12-month period for paid sick days);

- for obtaining relief (including but not limited to legal relief, counseling, medical attention, or social services) relative to being a victim of domestic violence, sexual assault, or stalking;
- for uses as otherwise provided by applicable law.

Unused sick leave will not be paid at termination of employment. Sick leave does not count as hours worked.

Section 2. Kin Care

As set forth above in the sick leave policy, all of the employee's sick leave may be used to care for a family member as described in the sick leave policy. Employees may designate up to one-half of their sick leave to care for a family member, including 1) a child of any age (including biological, adopted, stepchild, foster, legal ward, or a child to whom the employee stands in loco parentis), (2) a parent (biological or adoptive), stepparent, foster parent, legal guardian of the employee or employee's spouse/registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse or a registered domestic partner; (4) a grandparent; (5) a grandchild; or (6) a sibling. The employee and not the employer has the right to designate whether this sick leave is being used for themselves or for kin care and the employee is expected to designate which they are using at the time the employee requests the time off.

Unused kin care leave will not be paid at termination of employment. Kin care leave does not count as hours worked.

ARTICLE 21 - CLOTHING ALLOWANCE

Section 1. Shirts, Shoes and Scrubs

GDA shall provide each employee who successfully completes the probationary period with 3 staff shirts. Thereafter, GDA shall provide up to 2 additional staff shirts per calendar year.

GDA shall provide each employee in the Animal Health Department and the Breeding Department who successfully completes the probationary period with 1 set of scrubs. Thereafter, GDA shall provide up to 1 additional set of scrubs per calendar year.

GDA shall provide each employee in the Animal Health Department, Breeding Department, Kennel Department, Canine Development Department and Training Department and Maintenance Department who successfully completes the probationary period with 1 pair of anti-slip shoes no more than once per calendar year.

GDA shall provide each employee classified as a GDML, Apprentice Trainer, and Canine Development staff who successfully completes the probationary period with a \$100 shoe allowance as needed but no more than twice per calendar year.

ARTICLE 22 - UNION BULLETIN BOARDS

The Employer agrees to provide bulletin board space to the Union for the purpose of posting notices concerning meetings, elections of officers, Union social events, or other matters dealing with the affairs of the Union. All such notices shall be provided to the Employer prior to posting by the Union. The Union agrees that no notice to be posted will contain anything derogatory or controversial concerning the Employer.

ARTICLE 23 - TEMPORARY OFF-SITE AND TRAVEL

Section 1. Off-Site Travel

All authorized Company travel related expenses and pay for hours worked will be paid in accordance with state and federal law.

Times during which the employee is engaged in personal activities shall be excluded from hours worked. Overtime incurred during required off-site travel will be paid in accordance with state and federal law.

If an employee is required to use their personal vehicle for GDA business, they will be reimbursed for mileage at the allowable IRS rate.

The Company will make every reasonable effort to utilize GDA vehicles prior to asking employees to use their own vehicles.

Section 2. Record-keeping

Employees must keep accurate records of their travel time, work time and unpaid meal periods, and time spent in personal activities while traveling.

ARTICLE 24 - NO STRIKE – NO LOCKOUT

Section 1. No Strike

The grievance and arbitration procedures set forth in Article 14 are the exclusive means of resolving any claimed violation of this Agreement, whether or not a grievance has been filed. Accordingly, there shall not be (nor shall the Union, its agents, officers, stewards, representatives, or employees encourage, instigate, promote, sponsor, engage in or sanction) any strike (including sympathy strike), picketing, boycott, hand-billing, sit-down, stay-in, slowdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved "work to the rule" situation, mass resignations, mass absenteeism, or any other intentional curtailment, restriction, interruption or interference with operations or work, or protest regardless of the reason for so doing.

Section 2. Penalty

Any employee engaging in activity prohibited by Section 1 or who instigates or gives leadership to such activity, shall be subject to immediate discharge or other discipline, at the discretion of the Company, provided the penalty given all employees in the same instance is consistent. In the event of discipline or discharge, the only matters which may be made the subject of a grievance are whether or not the employees actually engaged in such prohibited conduct and whether the penalty given to all employees in this instance was consistent. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor shall it constitute a precedent of any kind.

Section 3. No Negotiations

In the event of a violation of Section 1 by employees or the Union, there shall be no negotiation or discussion on the subject matter(s) allegedly causing the violation until after the violation has ceased.

Section 4. No Lockout

During the term of this Agreement, the Company will not institute a lockout over a dispute with the Union so long as there is good faith compliance by the Union with this Article, unless the Company cannot efficiently operate in whole or in part due to a breach of Section 1.

Section 5. Union Official Responsibility

Each Union officer, and each employee who holds a position of officer or steward of the Union, occupies a position of special trust and responsibility in maintaining and bringing

about compliance with the provisions of this Article. Accordingly, the Union agrees to notify all Union officers and the steward of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to abide by the provisions of this Article by remaining at work (that is, those who are employees of the Company) during any interruption as outlined above.

In addition, should the Union or any of its members engage in a prohibited activity set forth in Section 1 of this Article, the Union shall:

- a) Advise the Company in writing that the prohibited activity has not been called for, condoned or sanctioned by the Union.
- b) Advise employees that, inasmuch as the prohibited activity has not been called for, condoned or sanctioned by the Union, they are engaged in a prohibited activity. The Union will instruct employees to return to work immediately and/or cease any and all other prohibited activity. Should the employees refuse to comply with the Union's direction, such refusal will constitute just cause for discharge from employment.

The Union shall be obligated, without delay, to perform the actions required above, upon demand by the Company or upon notice that prohibited activity is being planned or engaged in. Nothing contained in this section, or any other section of this Agreement, shall be deemed to waive any right the Company may have to seek any and all appropriate remedial and equitable relief afforded by law, and to seek such relief in a state or federal court of competent jurisdiction.

ARTICLE 25 - SAVINGS CLAUSE

Should any provision of this Agreement, including amendments, if any, be declared invalid by any court of competent jurisdiction or governmental agency due to existing or subsequent legislation or through failure to receive necessary government and/or agency approval, shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect.

ARTICLE 26 - DURATION

This Agreement shall become effective on the ninth (9th) day of September, 2022, and shall remain in full force and effect through and including the 31st day of August, 2025, and shall continue in full force and effect from year to year thereafter except a party desiring to change or amend the Agreement shall notify the other party in writing not less than sixty (60) days prior to the expiration day of their intent to bargain a successor Agreement.

Office & Professional Employees International Union, Local No. 30

By: Marianne Giordano

Marianne Giordano, Executive Director/CFO

Date: November 14, 2022

By: Sean Chiles
Sean Chiles

Date: 12/22/22

By: Lesa A. Miller
Lesa Miller

Date: 12/22/22

By: Alberto Molina
Alberto Molina

Date: 12/22/22

Guide Dogs of America

By: Russell A. Gittlen
Russell A. Gittlen, President/Director

Date: 12-22-22

**Memorandum of Agreement By and Between
OPEIU Local 30 (Union)
And
Guide Dogs of America (Employer)**

It is hereby agreed and understood by the parties to this Memorandum of Agreement ("MOA") that the Collective Bargaining Agreement ("Agreement") by and between Office and Professional Employees International Union Local 30 (the "Union") and Guide Dogs of America (the "Employer") dated September 9, 2022 through August 31, 2025, shall be changed as follows.

ARTICLE 16- HEALTH INSURANCE COVERAGE:

Throughout the term of the Agreement, Employer will continue participating in the Western Alliance Trust Fund (the "WATF") in accordance with the terms of the WATF participation agreement, which is attached hereto as "Exhibit A" and incorporated into this MOA. The Employer's portion of the premium cost will be limited to 80% of the lowest cost plan available. The amount of monthly premium payments and the level of benefits shall be determined by the WATF Trust. To the extent monthly premiums increase (or decrease), the Employer's share will be determined on the same 80%/20% cost sharing approach for the lowest cost plan available. The monthly contributions for 2022 and 2023 shall be as follows:

**PLAN A (KAISER/BLUE SHIELD TRIO)
2022**

New participation agreement

EMPLOYEE PORTION

	PER MONTH	PER YEAR	PER BI-WEEKLY PAYCHECK
SINGLE	138.47	1661.64	63.91
TWO-PARTY	282.57	3390.84	130.42
FAMILY	379.97	4559.64	175.37

	EMPLOYEE PAYS	GDA PAYS	TOTAL MONTHLY AMOUNT
SINGLE	138.47	553.88	692.35
TWO-PARTY	282.57	1130.28	1412.85
FAMILY	379.97	1519.88	1899.85

**PLAN B (BLUE SHIELD ACCESS)
2022**

New participation agreement

EMPLOYEE PORTION

	PER MONTH	PER YEAR	PER BI-WEEKLY PAYCHECK
SINGLE	330.47	3965.64	152.52
TWO-PARTY	780.57	9366.84	360.26
FAMILY	939.97	11279.64	433.83

	EMPLOYEE PAYS	GDA PAYS	TOTAL MONTHLY AMOUNT
SINGLE	330.47	553.88	884.35
TWO-PARTY	780.57	1130.28	1910.85
FAMILY	939.97	1519.88	2459.85

**Memorandum of Agreement By and Between
OPEIU Local 30 (Union)
And
Guide Dogs of America (Employer)**

**PLAN A (KAISER/BLUE SHIELD TRIO)
2023**

**PLAN B (BLUE SHIELD ACCESS)
2023**

	EMPLOYEE PORTION		
	PER MONTH	PER YEAR	PER BI-WEEKLY PAYCHECK
SINGLE	144.27	1731.24	66.59
TWO-PARTY	294.47	3533.64	135.91
FAMILY	395.97	4751.64	182.76

	EMPLOYEE PORTION		
	PER MONTH	PER YEAR	PER BI-WEEKLY PAYCHECK
SINGLE	350.77	4209.24	161.89
TWO-PARTY	826.97	9923.64	381.68
FAMILY	997.47	11969.64	460.37

	EMPLOYEE PAYS	GDA PAYS	TOTAL
			MONTHLY AMOUNT
SINGLE	144.27	577.08	721.35
TWO-PARTY	294.47	1177.88	1472.35
FAMILY	395.97	1583.88	1979.85

	EMPLOYEE PAYS	GDA PAYS	TOTAL
			MONTHLY AMOUNT
SINGLE	350.77	577.08	927.85
TWO-PARTY	826.97	1177.88	2004.85
FAMILY	997.47	1583.88	2581.35

ARTICLE 17- PENSION & 401(k) PLANS:

IAM National Pension Fund:

Throughout the term of the Agreement, Employer agrees to participate in and contribute to the IAM National Pension Fund (the "Pension Fund") in accordance with the terms of the Pension Fund's Standard Contract Language for full-time employees in the amount of three dollars and sixty cents (\$3.60) per hour up to a maximum of 40 hours per week.

IAM National 401(k) Fund:

Throughout the term of the Agreement, Employer agrees to participate in the IAM National 401(k) Fund (the "401(k) Fund") in accordance with the terms of the 401(k) Fund's Standard Contract Language. Eligible employees will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages unless the employee affirmatively elects not to have the automatic deduction or elects to have a different percentage deducted. There is no Employer matching contribution obligation.

Agreed, Office & Professional Employees International Union, Local No. 30

By: Marianne Giordano Date: 12/20/2022
Marianne Giordano, Executive Director/CFO

Agreed, Guide Dogs of America

By: Russell A. Gittlen Date: 12-22-22
Russel A. Gittlen, President/Director

**Memorandum of Agreement By and Between
OPEIU Local 30 (Union)
And
Guide Dogs of America (Employer)**

EXHIBIT A

WATF PARTICIPATION AGREEMENT

LETTER AGREEMENT BETWEEN

Guide Dogs of America

AND

Office & Professionals Employees International Union, Local No 30

Effective December 27, 2022

This Letter Agreement is entered into on December 27, 2022 by and between the Office & Professionals Employees International Union, Local No 30 ("Union") and Guide Dogs Of America ("Employer") modifying the Collective Bargaining Agreement between the Union and the Employer for the period of September 9, 2022 through August 31, 2025 ("CBA") as follows:

The CBA currently provides for the payment of contributions to the Western Alliance Trust Fund for the purpose of providing medical, dental, employee assistance program (EAP), life and accidental death & dismemberment coverage, hereafter referred to as "health and welfare benefits," for all full time employees and their eligible dependents under the terms of the CBA. The Employer and the Union hereby agree to modify the terms of the CBA as follows:

The following sections are added to the existing language of the Health and Welfare Article of the CBA.

LOA Section 1. Western Alliance Trust Fund. The Employer and the Union agree that the Employer shall, for the term of this Collective Bargaining Agreement ("Agreement"), be a participating employer in the Western Alliance Trust Fund ("Trust Fund").

LOA Section 2. Employee Coverage Effective Date: Coverage is effective the first (1st) day of the month following sixty (60) days of full-time employment.

LOA Section 3. Employer Contributions: The Employer agrees to pay to the Trust Fund the contributions as required in this Article for the purpose of providing group health and welfare benefits for all full time employees and for their eligible dependents covered under the terms of this Agreement.

LOA Section 4. Reports. The Employer shall report, on a form approved by the Trust Fund, the names of each new employee to perform work under this Agreement upon the date of hire. The Employer hereby agrees to pay to the Trust Fund the full amount of contributions required to be remitted for all employees and their eligible dependents, unless a Waiver of Benefits which meets all Trust Fund requirements is in effect.

LOA Section 5. Contributions. Contributions to the Trust Fund for health and welfare benefits are due and payable on or before the first (1st) day of the month of coverage and shall be deemed delinquent if not received on or before the tenth (10th) day of the month for which coverage is provided.

LOA Section 6. Delinquent Contributions. In the event Employer contributions are delinquent, interest shall be assessed on the amount of such contributions from the date the contributions were due until the date contributions are paid, at a rate determined by the Trust Fund's Board of Trustees, which is currently ten percent (10%) per annum, and is subject to change at any time. Such delinquent contributions and interest shall be due within ten (10) business days of written demand. In addition, liquidated damages may be assessed at a rate determined by the Trust Fund's Board of Trustees, which is currently the sum of twenty percent (20%) of the amount of contributions due, and is subject to change at any time. Such liquidated damages and interest shall become due and owing five (5) business days after written demand.

LOA Section 7. Funding of Health and Welfare Benefits: The parties hereto recognize that because of circumstances beyond their control, the amount of contributions necessary to fund such plans as are provided herein may change from time to time; and inasmuch as it is the intention of the parties that the benefits provided to employees and their dependents shall be maintained throughout the term of this Agreement, it is agreed that the amount of monthly payments shall for the term of this Agreement be an amount determined by the Board of Trustees to be necessary to maintain the Western Alliance Trust Fund.

LOA Section 8. Acceptance of Trust: The Employer hereby agrees to accept, assume and be bound by all of the terms, conditions and obligations imposed by and under the Declaration of Trust providing for the Western Alliance Trust ("Trust Agreement") as it currently exists, or as it may thereafter be amended or restated, and by this acceptance agrees to become a party to the Trust Agreement. The Employer further agrees that the Employer Trustees named in the Trust, their successors and/or alternate Trustees ("Trustees"), if any, selected in accordance with the provisions of the Trust Agreement, are and shall be the Employer's representative, and the Employer hereby consents to be bound by the acts of said Trustees in accordance with the provisions of the Trust Agreement. The parties hereby agree to sign the appropriate Trust Acceptance Agreement in order to implement this article.

LOA Section 9. Termination Of Coverage: Anything in the foregoing Sections of this Article or in any other Section of this Agreement to the contrary notwithstanding, the Employer may cease contributions to the Trust Fund cited in this Article at any time during the life of this Agreement, provided the Employer and Union are in agreement and written notice is given sixty (60) days prior to the termination date.

LOA Section 10. Waiver of Coverage Policy: At initial or open enrollment, employees who are eligible for benefits through the Trust may waive group health and welfare benefits through the Trust, provided they are required to make a financial contribution toward the total premium for their health and welfare benefits, if doing so does not conflict with any law, and any of the following conditions are met:

1. The employee is covered by another group health plan; or
2. The employee has Medicare, Tricare, Medi-Cal or VA coverage, provided that the employer does not give a financial incentive for waiving medical benefits through the Trust; or
3. The employee is the dependent of an employee who currently receives his or her coverage through the Trust.

Proof of other medical coverage must be provided to the Trust Administration Office in writing, along with the Trust Fund's approved Waiver of Coverage form, within thirty (30) days of the employee's date of eligibility. If the Waiver of Coverage form and required documents are not received by the Trust Administration Office within thirty (30) days of eligibility, the employee will be automatically enrolled in the Trust Fund's default plan.

Upon termination of the alternative coverage, the employee, if eligible, must enroll in a group health plan offered by the Trust Fund. In order to enroll, the employee who has waived coverage must provide a completed enrollment form and a HIPAA Certificate of Creditable Coverage to the Trust Administration Office within thirty (30) days of termination of the other coverage. Employees who waived for VA coverage may only enroll in a group health plan offered by the Trust Fund at the next open enrollment period.

All other provisions of the existing Health and Welfare Article of the CBA not inconsistent with the above shall remain the same, and are incorporated herein by the parties.

FOR THE COMPANY:

Guide Dogs Of America

FOR THE UNION:

Office & Professionals Employees
International Union, Local No 30

By: _____

Russell A. Gittlen

Name: Russell A. Gittlen

Title: President

By: _____

Marianne Giordano

Name: Marianne Giordano

Title: Executive Director