

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**UNITED FOR A NEW ECONOMY
(UNE)**



May 1, 2023 through April 30, 2026

AGREEMENT

This Agreement, entered into by United for a New Economy (UNE), 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 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in office, or clerical capacities, provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work they perform is not a sufficient amount to require the services of a full-time employee as further provided in the Agreement.
- 1.2 All employees now in the bargaining unit shall not be terminated unless the Employer satisfactorily proves the economic necessity for the termination.
- 1.3 The Union recognizes that the Employer has conditions which will affect only their operation; and, this clause is not intended to broaden present and existing work assignments or jurisdictional lines, or to create the necessity of hiring additional employees.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth (30th) and the thirty-fifth (35th) day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. “Good standing” for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees, and periodic Union dues. The Employer will notify Local 30’s office of any openings, and will give first consideration to any qualified Union members. The Steward will be notified when a new bargaining unit employee is hired. The steward may meet with the new employee within 15 days of his or her becoming employed. At that time, the steward may, for at least thirty minutes during paid, time make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature.
- 2.2 Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or lay-offs provided a Union Steward or representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer’s right to take just and necessary action in the above noted instances.

ARTICLE 3 – CHECK-OFF

- 3.1** The Employer agrees to deduct Union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies monthly to the Union, OPEIU Local 30, 6136 Mission Gorge Road, Suite 214, San Diego, CA 92120.
- 3.2** The Employer agrees to remit such dues, initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office no later the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid Union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.
- 3.3** Any change in rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 3.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 3.5** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU’s “J.B. Moss Voice of the Electorate” (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 3.6** Voluntary contributions deducted from employees’ paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Office and Professional Employees International Union Local #30 6136 Mission Gorge Road, Suite 214, San Diego, CA 92120, along with a listing of the names of contributors and the amounts.
- 3.7** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, any expenses associated with any arbitration that shall arise out of, or by reason of the compliance of the Employer with this Article.

ARTICLE 4 – HOURS OF EMPLOYMENT

- 4.1** Eight (8) consecutive hours between the hours of 7:30 A.M., and 6:00 P.M., exclusive of lunch period, shall constitute a day’s work. Forty (40) hours,

Monday through Saturday, inclusive, shall constitute a week's work. A regular full-time employee shall be guaranteed 40 hours of work in each established work week. Employees will adjust their normal work hours for events requiring them to work outside normal working hours. Full-time employees whose work hours are to be temporarily reduced will be notified in writing, not less than seventy-two (72) hours prior to the effective date of hourly reduction. Should there be a need for a long term reduction in work hours the employee shall be notified, in writing, two (2) months in advance.

- 4.2 When mutually agreed to between the Union and the Employer, the Employer may schedule a four (4) day work week, adjusting hours of work and/or pay to meet the forty (40) hour guarantee, and further, shall meet with the Union to negotiate other changes as may be required to meet the needs of the Employer if a four (4) day work week is scheduled.
- 4.3 The Employer shall provide within the regular working hours, a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period, or at a time mutually convenient to the Employer and the Union employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.
- 4.4 Employees shall have the right to leave their offices for the fifteen (15) minute break.

ARTICLE 5 – OVERTIME

- 5.1 All work performed over eight (8) hours in any one day shall be considered overtime and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Sunday shall be considered overtime, and paid for at the rate of double (2) the employee's base hourly rate of pay.
- 5.2 In offices employing more than one employee, overtime will be offered first to the employee who normally performs the work, who is present, and on the job. If the employee described refuses the overtime assignment, the Employer will offer the overtime to the bargaining unit employees by seniority, assigning the available overtime to the most senior qualified employee who is desirous of performing the work.
- 5.3 An employee called to work, or called back to work, shall receive a minimum of four (4) hours work, or pay therefore, at the rate of time and one-half (1 ½) the employee's base hourly rate of pay.
- 5.4 In offices employing more than one employee, overtime shall be distributed as equally as practical among employees qualified to perform the work.

ARTICLE 6 – HOLIDAYS

6.1 Bargaining unit employees who have completed their probationary period shall be entitled to the following annual holidays off work with no reduction in pay, each contract year:

New Year’s Day	Martin Luther King Jr. Day
President’s Day	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	The day after Thanksgiving
December 24	December 25
Cesar Chavez Day	The Employees birthday

6.2 The employee shall also receive three (3) floating holidays of their choice.

6.3 In the event that one of the listed holidays falls on Saturday, the preceding Friday will be observed; in the event that the holiday falls on a Sunday, the following Monday will be observed.

6.4 Holidays must be taken on the date of the occurrence unless the holiday falls during the employee’s regularly scheduled days off. If holidays occur on an employee’s “days off”, the employee shall take a compensatory day off during the calendar week in which the holiday occurs. No employee will be required to work on a contract holiday. When holidays occur during the employee’s vacation, the employee will extend the vacation by one day for each such holiday.

6.5 UNE strongly encourages staff to take these holidays off, but if urgent program needs require an employee to work on any of these holidays, Employees who accept work on any of the designated holidays will be compensated for hours worked at twice (2X) their hourly rate of pay, or the employee may choose double the hours off.

6.6 An employee may be excused by the Employer from being at work on either or both of the regularly scheduled work days preceding or following the holiday, upon request. Requests to be excused for other than medical reasons will be made in writing not less than seventy-two (72) hours in advance. When an employee has requested and received permission to be excused, the employee will be paid for the holiday;

ARTICLE 7 – VACATIONS

7.1 Employees will receive annual vacation with pay according to the following schedule:

Less than 1 year of employment: ten (10) days paid vacation to be accrued at 2.5 days a quarter which may be used prior to accrual with the supervisors' approval. CAP: ten (10) days

1-3 years of employment: fifteen (15) days paid vacation accrued on anniversary date. CAP: twenty (20) days

4-8 years of employment: twenty (20) days paid vacation accrued on anniversary date. CAP: thirty (30) days

9+ years of employment: twenty-five (25) days paid vacation accrued on anniversary date. CAP: thirty-five (35) days

In the event an employee reaches their cap as set forth above, no further vacation will be accrued. Applying the cap will in no way be construed as forfeiting vacation pay. Employees shall be subject to this provision upon the effective date of this agreement.

- 7.2 Vacation requests are subject to the supervisors' approval, but such approval shall not be unreasonably denied.
- 7.3 All unused accrued or rolled over vacation time remaining upon an employee's departure shall be paid out in full.
- 7.4 The Executive Director, at their discretion, may grant additional vacation time upon hire if negotiated with new employees, such a negotiation will be sent to the Union in writing.

ARTICLE 8 – SICK LEAVE

- 8.1 On Jan 1st of each year, each employee shall be granted to twelve (12) days of paid sick leave time which may be used for personal illness, immediate family (See Article 10 for definition of immediate family) illness, doctor appointments or other medically related treatments for the same. New employees shall be entitled to leave days pro-rated based on the period of time from the employee's date of hire to the next Dec 31st. Part-time employees are eligible for the same portion of paid sick leave as full time employees, calculated on a pro-rated basis.
- 8.2 Sick leave can be taken in one (1) hour increments.
- 8.3 A maximum of five (5) days of paid sick leave may be carried over from one year to the next or on December 31st of each year.

ARTICLE 9 – JURY DUTY

- 9.1** In the event that it is necessary for the employee to serve on jury duty, or if the employee is subpoenaed or appears as an involuntary witness, the employee shall incur no loss of pay, in accordance with the following: Pay for such jury duty shall be limited to thirty (30) calendar days, or twenty (20) working days. Jury pay shall not be granted for employee's regularly scheduled days off.

ARTICLE 10 – BEREAVEMENT BENEFITS

- 10.1** An employee shall be excused from work for a maximum period of five (5) days in the event of the death of a significant other or a member of the immediate family. "Significant other" is defined as an employee's boyfriend, girlfriend, domestic partner, or spouse. "Immediate family" is defined as parent, child (including adoptive, foster and stepchildren), brother/sister, grandparent, grandchild, aunt/uncle, or parents of a significant other. The Executive Director, at their discretion, may grant bereavement leave of up to 5 days for the death of an individual not covered by the above.

ARTICLE 11 – LEAVE OF ABSENCE

- 11.1** After one year's service, a leave of absence without pay, not to exceed a period of three (3) months for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. When such leave of absence is granted by the Employer, it shall not impair the employee's seniority as set out in Article 13 hereof. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays their leave of absence will lose their rights to re-employment, unless otherwise agreed to by the Employer.
- 11.2** Upon submission of medical certification showing proof of disabling illness, an employee shall be entitled to a leave of absence for up to three (3) months. The Executive Director, at their sole discretion, may grant additional leave of up to six (6) months. During such period, the employee shall continue to hold, and accrue their seniority and the right thereof to work (or job positions) per Article 13 of this Agreement.
- 11.3** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the request is made at least three (3) working days in advance, and that the absence does not seriously, adversely affect the business of the Employer.

ARTICLE 12 – NO REDUCTION

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

ARTICLE 13 – SENIORITY

- 13.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force, and recall after lay-off, all promotions, demotions, and preference of vacation periods.
- 13.2** Whenever a new position is created or a vacated position becomes available, the Employer will post a notice of the new positions for forty-eight (48) hours. Present employees shall have the option of submitting applications for the position, and the senior qualified applicant will be awarded the position. When an employee is promoted to a higher classification or filling a new or vacated position, such employee shall be on probation for thirty (30) calendar days. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to their previous job assignment, or comparable job assignment, with regard to position and status, between the thirty first (31st) and not later than the forty fifth (45th) day after filling the new or vacated position.
- 13.3** New employees shall be regarded as probationary employees for three (3) months of their employment, and there shall be no responsibility on the part of the Employer to retain these employees during the three (3) month period. Employees covered by this Agreement may be discharged during their probationary period without cause and without recourse to the grievance procedure. In all cases, the employees' date of hire will be used to determine their seniority.
- 13.4** An extension of an additional three (3) months of this probationary period may be requested in writing by the Employer for an individual employee at least five (5) days before the end of the normal probationary period. Such extension is to be granted only upon mutual agreement between the Union and the Employer.
- 13.5** Seniority shall terminate for any of the following reasons:
- A. Voluntary quitting
 - B. Discharge for just cause
 - C. Lay-off for lack of work for a period in excess of six (6) months.

ARTICLE 14 – UNEMPLOYMENT AND WORKERS' COMPENSATION

- 14.1** The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Workers' Compensation Acts for each employee.

ARTICLE 15 – LAY-OFF NOTICE

15.1 The Employer agrees not to lay-off an employee without one months' notice to the employee and the Union, prior to the effective date of the layoff. The Employer will meet with the employee to explain the decision.

15.2 Regular employees who are placed on layoff status will receive:

Option 1) The employee may choose to separate from the Employer immediately. If they choose to separate immediately and agrees to sign a separation agreement as described below, the Employer will pay the employee the equivalent of one calendar month of salary as a form of severance. The separation agreement shall state:

- “The Employer will not disparage the employee and the employee will not disparage the Employer for a period of one year.”
- Employees who choose to separate immediately, but do not wish to sign a separation agreement, will not be eligible for any severance payment.

Option 2) The employee may choose to work their final month with the Employer at their existing salary rate.

Option 3) The employee may work a portion of their final calendar month with the Employer and may receive pro-rated severance for days not worked in the final month.

All accrued vacation days will be paid out according to this agreement.

If an employee chooses to continue employment under options 2 or 3, both parties agree that such employment is conditioned upon the on-going satisfactory performance and professional conduct of the laid-off employee, and that in the absence of such performance or conduct, the Employer may immediately separate the employee, and if the conditions of Option 1 are met, pay the severance amount.

For one year following the date of lay-off, employees who have been laid off shall have the right of first refusal to pursue comparable, bargaining unit openings for which they are qualified and for which they possess the requisite skills.

ARTICLE 16 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

16.1 Employees may be permanently employed on a regularly scheduled work week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Saturday, but may provide for as few as one day scheduled per week, or for as many as the regular five (5)

days of employment. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8) hours in the regular work days, and within forty (40) hours in the regular work week, provided that the overtime provisions of Article 5 shall be applicable for any other work performed by these employees. All of the other provisions of the Agreement shall apply to these employees pro-rated on the basis of the hours of employment, except as provided for in Article 19.

- 16.2** The Employer shall not be permitted to employ more than one part-time employee on a permanent basis unless the Employer employs at least one full-time employee.
- 16.3** The Employer may not employ more than two part-time employees in any one office, except by mutual agreement of the parties' signatory hereto.
- 16.4** **TEMPORARY WORKERS** – Temporary workers shall be paid at an hourly rate of pay equivalent to the classification of the job performed as indicated in the tabulation of pay in Article 20. Temporary workers shall not be hired for more than one hundred eighty (180) calendar days. Temporary workers hired to replace permanent employees on leave of absence, may be employed for the duration of the leave of absence, and will not become permanent employees unless retained for ten (10) days following the return to service of the permanent employee.
- 16.5** The Employer shall notify the Union of all temporary workers at their time of hire. Extra workers shall be subject to the provisions of Article 2, "Union Security", after thirty-one (31) calendar days.

ARTICLE 17 – SAVINGS CLAUSE

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

ARTICLE 18 – RIGHTS OF MANAGEMENT

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

ARTICLE 19 – HEALTH AND WELFARE

- 19.1** Full time employees scheduled to work more than thirty (30) hours per week will have access to the Employer health insurance for the individual employee, spouse or domestic partner, or family coverage, at the election of the employee. The health insurance premiums are one hundred percent (100%) Employer paid except as described below:
- 19.2** Part-time employees scheduled to work between twenty (20) and thirty (30) hours per week are eligible for the same health care benefits as full-time employees, but the Employer will pay only one half (1/2) the portion of the premium that it pays for full-time employees. The Employer maintains the right to offer health care coverage for part-time employees scheduled to work less than twenty (20) hours per week and temporary employees on a case-by-case basis determined upon hire.
- 19.3** Eligible employees who do not choose to be covered by the Employers insurance plan are not eligible for any payments, salary differentials, or other credits in lieu of health care benefits. Eligible employees' health insurance coverage begins thirty (30) days after their date of hire.
- 19.4** The Employer shall continue payments until the employee has terminated or separated from the employer.
- 19.5** It is mutually understood and agreed that the Employer signatory to this Agreement and the Union may agree to form, or participate in an alternate health and welfare benefit fund, or become participants in another health benefit fund for the purpose of providing health and welfare coverage for the employees covered by the Agreement. Said health and welfare plan shall provide benefits equal to, or better than the current plan. Provided however, the Employer paid premiums do not exceed the amounts provided for in paragraph one and two of this Article.
- 19.6** UNE will make available long-term and short-term disability plans for employees working more than thirty (30) hours per week. The Executive Director, at their sole discretion, may elect to offer temporary employees long-term and short-term disability coverage.
- 19.7** UNE will pay the full premiums of long-term and short-term disability coverage for eligible employees.
- 19.8** Employee coverage under both plans begins after one month of employment and ends on an employee's last day of employment.
- 19.9** If during the term of this contract UNE receives notice from its health care provider that the cost of these premiums is scheduled to increase more than five percent (5%) for the upcoming year, UNE retains the right to re-open bargaining regarding health insurance only. UNE agrees to provide the Union with prompt

notice if it learns that benefits are scheduled to increase more than five percent (5%), including prompt notice of any potential changes to health care benefits or costs UNE wishes to bargain over. Re-opener bargaining, if any, will commence within ten (10) business days of UNE providing the Union with written notification of premium increase from the health insurance provider. The parties agree that changes in employee contributions towards healthcare, if any, will go into effect on January 1 of the subsequent year. The Union understands that the UNE health insurance pool covers individuals outside the bargaining unit, and that the input of these parties will also be taken into account when discussing any changes in health insurance coverage or costs.

ARTICLE 20 – CLASSIFICATION AND WAGES

20.1 Employees shall be paid the following minimum scale of wages. Employees may receive compensation in excess of the minimum at the discretion of their Employer:

CLASSIFICATION	Date of Hire Anniversary 2023	Date of Hire Anniversary 2024	Date of Hire Anniversary 2025
General Office Clerk	\$17.51	\$18.04	\$18.58
Office Administrator	\$18.54	\$19.10	\$19.67
Bookkeeper	\$20.50	\$21.11	\$21.75

Employees shall receive a three percent (3%) pay increase annually on the anniversary of the employees’ start date. In lieu of the three percent (3%) increase, and if the organization is financially able, as determined by the Executive Director, employees shall receive a retention increase of six percent (6%) upon completion of every fifth (5th) year of employment on the anniversary of the employee’s start.

20.2 Premium pay of six percent (6%) per week over the above classification shall be paid by the Employer when they place an employee in charge of the office. The premium pay shall be paid only during the time that the employee is specifically placed in charge.

20.3 The wages specified above are minimum wages and are not to be considered as restricting the Employer from giving or the employees from receiving any additional compensation so long as the minimum wage is maintained.

ARTICLE 21 – PENSION

- 21.1 UNE agrees to contribute into an account with the Calvert Retirement Group a contribution of one dollar and seventy-five cents (\$1.75) per straight time hour, on behalf of each employee. Such contribution will be paid on a monthly basis.
- 21.2 UNE’s contributions, as provided herein, shall be made on behalf of all permanent employees.
- 21.3 UNE shall continue to pay the required contributions for any employee using any paid leave up to the maximum accumulated by the employee.
- 21.4 Regular or part-time employees who work sixty (60) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 21.5 After one year of employment, employees covered under this agreement shall be entitled to participate in the 401 (k) plan provided by the employer on a voluntary basis but with no match by the employer.

ARTICLE 22 – MATERNITY LEAVE

22.1 In addition to use of any accrued vacation or sick leave, UNE will grant New Parent leave as described below:

Months of Employment	1	2	3	4	5	6	7	8	9	10	11	12
Weeks of Accrued Leave	0	0	0	2	2	2	3	3	3	5	5	5

Months of Employment	13	14	15	16	17	18	19	20	21	22	23	24
Weeks of Accrued Leave	6	6	6	6	6	6	7	7	7	7	7	7

Months of Employment	25	26	27	28	29	30	31	32	33	34	35	36
Weeks of Accrued Leave	8	8	8	9	9	9	10	10	10	11	11	11

Months of Employment	37+
Weeks of Accrued Leave	12

With approval of the Executive Director and where circumstances allow, UNE may grant additional unpaid leave (up to three (3) calendar months) to a New Parent.

New Parent leave is exclusive for the purposes of preparing for or caring for a newborn, foster child or adopted child. In order to use new parent leave in the case of fostering a child, you must provide UNE with documentation showing your intention to adopt the foster child. You are required to notify the UNE leadership at least three (3) calendar months of notice of your likely intention to take New Parent leave. UNE, at its discretion, may consider New Parent leave for an adoptive parent who provides less than three months' notice if the employee establishes that he/she received less than the requisite three month notice of placement of the child in his/her home.

UNE will attempt to make every reasonable accommodation for employees desiring time off due to pregnancy or a pregnancy related condition. If an employee requests time-off, UNE reserves the right to request documentation from a medical provider documenting the employee's inability to work or limitations.

You may also be eligible for short-term disability insurance coverage for some pregnancy-related medical conditions.

Following your New Parent leave, you will be entitled to return to your previous position at the same rate of pay and will suffer no loss of seniority, UNE will also make every effort possible, within the demands of a normal work load, to accommodate through flexible schedules or other means the exigencies of your new parental status. Flex-time arrangements will be considered on a case-by-case basis with the approval of the Executive Director.

ARTICLE 23 – TECHNOLOGICAL CHANGES

- 23.1** In the event of technological changes, such as, but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 23.2** Present employees will be given first opportunity to qualify for new positions before any person outside the bargaining unit is hired to fill the position(s). If necessary, training programs for employee(s) will be established.
- 23.3** **EDUCATIONAL REIMBURSEMENT** – The Employer will agree to pay 100% of any training, schools and/or seminars that the Employer requests or requires of their employees.
- 23.4** The Employer will agree to pay up to 50% for any accredited class, upon completion, mutually agreed upon by the employee and the Employer.

ARTICLE 24 – NO DISCRIMINATION

24.1 UNE is an equal opportunity employer. UNE is firmly committed to maintaining a work atmosphere in which people of diverse backgrounds may grow personally and professionally. UNE will not discriminate against an applicant or employee on the basis of race, religion, sex, national origin, ethnicity, color, age physical ability, political affiliation, sexual orientation, gender identity and expression, marital status, veteran status or medical condition or economic status.

Bullying

UNE promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior.

UNE defines bullying as persistent, malicious, unwelcome, severe and pervasive mistreatment that harms, intimidates, offends, degrades or humiliates an employee, whether verbal, physical or otherwise, at the place or work and /or in the course of employment.

Bullying can occur at all levels – between directors, between supervisors and employees and between employees. Bullying includes, but is not limited to, verbal communication, manipulating the work environment, and psychological manipulation. UNE considers the following types of behavior to constitute workplace bullying: personal attacks such as angry outbursts, excessive profanity, or name-calling, staring, glaring or other nonverbal demonstrations of hostility; abusive and offensive language, insults and teasing; spreading rumors and innuendo; and encouragement of others to turn against the targeted employee.

Critical comment relating to performance deficiencies, and constructive feedback or counseling on work performance, increased supervision, verbal warnings and written warnings are appropriate and reasonable and do not constitute bullying under this policy. Critical conversations between employees or from employee to supervisor are also appropriate and reasonable.

UNE considers workplace bullying unacceptable. UNE encourages all employees to report any instance of bullying behavior to their immediate supervisor and/or another director. Employees who feel they are subject to bullying may also file a grievance. Any reports of this type will be treated seriously and investigated promptly and impartially. UNE requires any supervisor who witnesses any bullying, irrespective of reporting relationship, to immediately report this conduct to the Executive Director.

UNE will protect an employee who reports bullying conduct from retaliation or reprisal. Any employee found in violation of the policy will be disciplined in accordance with the relevant contract article. Independent contractors found to be in violation of this policy may be subject to contract cancellation.

ARTICLE 25 – QUALITY OF WORK LIFE

25.1 The Employer recognizes the right of the Union to discuss matters relating to safety, and quality of work life.

ARTICLE 26 – UNION LABEL

26.1 The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU.

ARTICLE 27 – DISCIPLINE PROCEDURE

27.1 In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

Progressive disciplinary procedures

- a. Managers shall make every attempt to issue Notices of Disciplinary Action within 30 calendar days of the supervisor's knowledge of the infraction.
- b. Exceptions will include such examples as a prolonged investigation, employee or supervisor unavailability.
- c. Managers shall notify the Union in all cases where exceptions are anticipated.

Step One: Verbal Warning with written notation signed by employer and employee. Copies of the notation shall be placed in the employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of the employee;
3. Nature of the offense;
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on its nature.

Step Two:

Written Warning with written notification signed by employer and employee. Copies of written warning shall be placed in employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of employee;
3. Nature of the offense
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on the nature.

Step Three:

Final Written Warning if the offense is not corrected within the time allowed in Section 5 of the Step Two above, final written warning will be given. Copies of the final written warning shall be placed in the employee's personnel file, given to the employee, and sent to the Union. This notice shall include:

1. Date of the subsequent offense that was the same as the offense in Step Two;
2. Name of the employee;
3. Date of the written warning given in Step Two;
4. Nature of the offense, and an explanation of why it was not corrected in Step Two;
5. A determination as to whether additional training is necessary, or is not required because the correction of the offense is within the control of the employee.
6. The amount of additional time allowed for correcting the offense depends on its nature.
7. Possible maximum one week suspension without pay.

Step Four:

Termination If the additional training and/or the additional time allowed to correct the offense as provided in Step Three does not remedy the problem, the employee will be terminated with a written letter.

If the same offense occurs after 12 months from the conclusion of the corrective action contemplated in Step Three, the progressive disciplinary process will begin again with Step One.

The employer must maintain certain personnel records for matters related to litigation and otherwise. However, future violations of the same offense occurring greater than 12 months from the conclusion of the corrective action contemplated in Step Three will not be considered when evaluating the employee's compliance with Steps One and Two.

- 27.2** Nothing in this article is intended to preclude an employee from having a Union Steward or Representative present at a disciplinary interview.

ARTICLE 28 – GRIEVANCE AND ARBITRATION

28.1 Definition: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties to this Agreement agree to make a good faith effort to resolve disputes expeditiously.

All grievances shall be handled in the following manner:

- A. STEP ONE: A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union or the aggrieved employee(s) to the proper supervisor involved, and the parties should meet within five (5) working days in an effort to resolve said grievance. In the event that a physical meeting is to take place, said meeting must be mutually agreed upon as to the day, time and location. If the grievance is not resolved with the supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

- B. STEP TWO: If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step 1, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is not resolved at this Step of the grievance and Arbitration Procedure within five (5) working days the grievance will be moved to Step Two Optional Mediation (if both parties agree) or Step Three, arbitration. If the grievance is rejected at this Step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejection in writing to the Union.

STEP TWO: Optional Mediation – If both parties agree, they may choose to utilize mediation to attempt to resolve the issue. The parties have the option to use the Federal Mediation and Conciliation Services (FMCS) at no charge to either party, for such mediation.

- C. STEP THREE: If the grievance is not settled at Step 2, the Union may request an arbitrator within fifteen (15) working days immediately following the Step 2 decision, by delivering a written notice to the Employer.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days by the Employer and the Union alternately striking one (1) name from the list, in turn, until only one (1) name remains.

The one striking first will be decided with the flip of a coin.

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

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

- 28.2** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment or the arbitrator cannot have the authority to modify or amend, alter, add to, or subtract from, any provision of this Agreement.
- 28.3** The Grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitations set forth above, unless the parties involved agree to extend said time limitations.
- 28.4** The arbitrator shall not have the authority to excuse a failure by the Union, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

ARTICLE 29 – MUTUAL RESPECT AND RESPONSIBILITY

- 29.1** The Employer, the Union, and the employees agree that all dealings between the parties shall be conducted with the utmost of mutual respect and responsibility.
- 29.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 29.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 29.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

ARTICLE 30 – TERM OF AGREEMENT

30.1 This Agreement shall be in full force and effect from the first day of May, 2023 to and including the thirtieth (30th) day of April, 2026, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.

In witness whereof, the parties named above have signed their names and affixed the signature of their authorized representatives:

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

**UNITED FOR A NEW ECONOMY
(UNE)**

By: Marganne Jordan

By: Carla M. De

Title: Executive Director/CFO

Title: Executive Director

Date: May 10, 2023

Date: May 10, 2023

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