

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**BENESYS, INC.**



January 1, 2017  
to  
December 31, 2021

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## **AGREEMENT**

This Agreement is entered into this 1st day of January, 2017, between the Office and Professional Employees International Union Local #30, hereinafter referred to as the "Union" and BeneSys, Inc., hereinafter referred to as the "Employer".

### **PREAMBLE**

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

NOW THEREFORE, be it mutually agreed to as follows:

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer agrees to recognize the Union as the sole collective bargaining agent for all office, clerical, technical and professional employees, exclusive of confidential employees (Bookkeeper, Programmer), Account Executive and supervisory employees with the authority to hire, transfer, suspend, layoff, re-call, promote, discharge or discipline other employees or effectively recommend such action.

### **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 (30<sup>th</sup>) and the thirty-fifth (35<sup>th</sup>) 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.
- 2.2 The Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this Collective Bargaining Agreement, the Employer shall notify the Union as to the number and qualifications of employees desired and the Union shall refer applicants within forty-eight (48) hours of such notice.
- 2.3 Should the Union be unable to furnish employees acceptable to the Employer, within forty-eight (48) hours, the Employer has the right to obtain employees from any source available.

- 2.4** Upon hiring an employee, the Employer agrees to notify the Union within forty-eight (48) hours as to the name address and social security number of the employee so hired.
- 2.5** 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. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

### **ARTICLE 3 – DUES AND POLITICAL CHECKOFF**

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



## **ARTICLE 4 – HOURS OF EMPLOYMENT**

- 4.1** Eight (8) consecutive hours between the hours of 7:00 A.M. and 6:00 P.M., exclusive of lunch period shall constitute a day's work. Forty (40) hours, Monday through Friday inclusive, shall constitute a week's work.
- 4.2** When mutually agreed to between the Union and the Employer or the employee and the Employer, a four (4) day work week may be scheduled. Ten (10) consecutive hours between the hours of 6:00 A.M. and 6:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, on any four (4) days, Monday through Friday shall constitute a week's work.
- 4.3** The Employer shall provide each employee within the regular working hours of a five (5) day work week a paid rest period of fifteen (15) minutes within each four (4) hour period of work, such paid 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 paid rest periods will usually be mid-morning and mid-afternoon breaks. Employees who work four (4) days a week shall be provided three (3) twelve and one-half (12.5) minute paid rest periods within each work day, such paid rest periods to be arranged at a time mutually convenient to the Employer and the Union employee.
- 4.4** Employees shall have the right to leave their office, but not the property for the paid rest periods.
- 4.5** It is understood that daily and weekly hours of work may be increased and such additional time worked shall be compensated for as hereinafter provided under the overtime provisions of the Agreement.
- 4.6** Any employee who is called back to work after leaving the Employer's premises shall be given four (4) hours work or pay therefor. The overtime provisions of this Agreement shall apply to this call back time when applicable.

## **ARTICLE 5 – OVERTIME**

- 5.1** All work performed over forty (40) hours in a work week, shall be considered overtime and paid for at the rate of time and one-half (1½) the employee's base hourly rate of pay. Work performed on Sunday shall be considered overtime and if mandated by the Employer shall be paid for at the rate of double (2x) the employee's base hourly rate of pay. If Sunday hours are the choice of the employee then hours worked shall be paid at time and one-half (1½) times the employee's base rate over 40 hours. Any employee required to remain more than two (2) hours beyond his/her regular quitting time shall be provided the sum of twelve dollars and fifty cents (\$12.50) for the purpose of purchasing a meal. In the event the employee is required to remain in excess of four (4) hours, such

employee will be afforded a thirty (30) minute period with pay during which to eat the meal.

- 5.2 An employee called to work or called back to work, shall receive a minimum of four (4) hours work or pay therefor, at the rate of time and one-half (1½) the employee's base hourly rate of pay if they have worked forty (40) hours during the work week.
- 5.3 All time worked on designated holidays as set forth in Article 7.1 provided such time has been authorized and approved, shall be paid for at the rate of two times (2x) the employee's straight time hourly rate of pay in addition to holiday pay.
- 5.4 Whenever overtime is necessary it must first be authorized in advance by the employee's supervisor or one of the owners of the company. The employee normally performing the regular duties required to be performed on overtime will be given preference for the overtime work. If such employee does not accept the overtime work, the work will be offered to the other employees by job classification by seniority.

#### **ARTICLE 6 - MAKE-UP TIME**

- 6.1 Make-up time means you are working additional time, not overtime, to complete your work due to having taken other time off during the week. This policy allows you to not lose your paid time-off or take a reduction in pay, while it allows the Company to have uninterrupted workflow. The following rules apply to make-up time:
- 6.2 You will be paid for the time that you are actually clocked in, but only to the extent that it was from your designated start and stop times, unless the make-up time is approved by a supervisor.
- 6.3 Make-up time or a variance in your scheduled work time must be approved by your supervisor or other management personnel if your supervisor is not available.
- 6.4 You are expected to take a lunch break. If you do not clock out for lunch, it will still be deducted from your "clock" time.
- 6.5 Make-up time must be done before your regular starting or after your regular ending time, but not during your lunch period.
- 6.6 There must be work which needs to be completed and that cannot be done later in the week or in the next week due to your work load, no other employees being able to assist you, or Company deadlines.



- 6.7 Make-up time must be worked within the same week of when the time-off was taken.
- 6.8 Make-up time of one quarter (¼) hour or less must be worked on the same day as the day when the time-off was taken.
- 6.9 Frequent use of make-up time may result in the loss of this privilege for that individual.
- 6.10 Make-up time is not allowed to offset lost time due to tardiness. Clocking in late does not mean that you can automatically extend your clock out time on that day.
- 6.11 If you need to work past your regular stop time to assist a client via telephone or by completing a task and your supervisor or other management is not available to approve this extra time, obtain approval the next day. Whether you will be able to take extra time off on another day or be paid overtime will be subject to management's discretion.

## **ARTICLE 7 – HOLIDAYS**

- 7.1 The following holidays shall be observed with no reduction in salary:
- |                      |                            |
|----------------------|----------------------------|
| New Year's Day       | President's Day            |
| Good Friday          | Memorial Day               |
| July 4 <sup>th</sup> | Labor Day                  |
| Thanksgiving Day     | The Day after Thanksgiving |
| Christmas Eve        | Christmas Day              |
| New Year's Eve       |                            |
- 7.2 Should any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday or the following Monday. Should Christmas Eve Day and Christmas Day fall on Friday/Saturday, the employees will get Thursday and Friday off as holidays. If these holidays fall on Sunday/Monday, the employees will get Monday and Tuesday as the holidays unless otherwise mutually agreed to between the Union and the Employer.
- 7.3 New employees must have completed thirty (30) days prior to the holiday to be paid for that regular holiday.
- 7.4 All time worked on designated holidays as set forth in Article 7.1, provided such time has been authorized and approved, shall be paid for at the rate of two (2) times the employee's straight time hourly rate of pay in addition to holiday pay.

## **ARTICLE 8 – VACATIONS**

- 8.1 Vacation time with pay shall accrue for all employees as follows:

- From date of hire through the forty eighth month of employment at the rate of .833 days per month / 10 days of vacation per year)
- From the forty ninth (49<sup>th</sup>) month of employment through the one hundred eighth (108<sup>th</sup>) month at the rate of 1.25 days per month / 15 days of vacation per year)
- From the one hundred ninth (109<sup>th</sup>) month of employment on at the rate of 1.66 days per month / 20 days of vacation per year)

Vacation time shall be available for use by the employee as it is accrued, after 6 months of employment.

- 8.2** In the event an employee leaves the service of the Employer, the employee must have completed six (6) months of service in order to be paid for any accrued but unused earned vacation time upon termination of employment.
- 8.3** An employee shall not accumulate more than four hundred (400) hours (fifty (50) days based on eight (8) hours per day) of vacation. Vacation accrual in excess of this amount will be lost if not used prior to reaching the maximum accrual.
- 8.4** Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority in selecting the time of his/her vacations.
- 8.5** Vacation time may be taken in one-half (½) day increments.

## **ARTICLE 9 – SICK AND PERSONAL TIME**

- 9.1** The Employer agrees to grant nine (9) days leave with pay per year. Such time shall be granted on January 1 of each year. New employees shall have their sick and personal time pro-rated from their date of hire to the next January 1. Such leave may be used in increments of one-tenth (1/10) of an hour for illness of the employee or his/her dependents, dental, medical, vision, or other health related doctor appointments as well as any personal business that cannot be handled after work hours. Leave shall not be accumulated beyond a total of thirty-six (36) days. At the end of each year, any days accumulated beyond twenty-five (25) days will be paid to the employee at his/her current hourly rate of pay. This payment will be made on the second (2<sup>nd</sup>) paycheck of the year immediately following the end of the calendar year in which the employee accumulates over twenty-five (25) days.
- 9.2** An employee shall receive pay for all accrued but unused leave time at his/her current hourly rate of pay when they leave the employment of the Employer.



- 9.3** Should an employee be absent from work due to illness for a period of three (3) or more consecutive days, the Employer has the right to require certification from a medical authority.
- 9.4** Since the employee is being given the nine (9) days in advance of it actually being earned each year, should the employee's employment be terminated in any way, any sick and personal time used during the time period from January 1 through the date of his/her departure that has not actually been earned will be deducted from his/her last paycheck.

## **ARTICLE 10 – JURY DUTY**

- 10.1** Employees are encouraged to perform their civic duty when called upon to serve jury duty, therefore, 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, for a maximum of five (5) days during a two (2) year period. Documentation from the court must be presented noting the period served on a jury. You are asked to report to work during office hours whenever you are dismissed and not actively serving on a jury.

## **ARTICLE 11 – BEREAVEMENT LEAVE**

- 11.1** An employee shall be excused from work without loss of pay for a maximum of three (3) working days in the event of the death of any of the following member's immediate family or his/her spouse's immediate family: mother, father, spouse, significant other, brother, sister, children, including legally adopted children or foster children, grandparents. Significant other is defined as a partner with whom the employee is cohabiting.

## **ARTICLE 12 – LEAVE OF ABSENCE**

- 12.1** After one (1) year of service, a leave of absence without pay not to exceed a period of three (3) months may be granted to an employee by the Employer. When such leave of absence is granted by the Employer it shall not impair the employee's seniority as set out in Article 14 hereof. The Employer may agree to extend the leave for an additional three (3) months. 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.
- 12.2** The Employer shall grant a leave of absence without pay not to exceed six (6) months in the event of illness or injury of the employee, upon presentation of a doctor's certificate. Employees receiving such leave shall retain and accumulate seniority during the leave. Additional leave of absence may be granted, for a period in excess of six (6) months, upon presentation of another doctor's certificate, but additional seniority shall not be accumulated, provided however, that an employee desiring to return to work at the end of a leave of absence must

notify the Employer fifteen (15) days or more prior to the expiration date of said leave.

- 12.3** It is agreed between the parties that the Employer will give reasonable consideration to requests for leaves of absence for reasonable periods of time, for reasons other than those herein specified.
- 12.4** In the event an employee is unable to work due to occupational injury or illness, such employee will be entitled to a leave of absence for a period of time until reaching a point of maximum improvement as determined by the employee's treating physician, during which time the employee shall continue to accrue seniority.
- 12.5** An employee on leave will be able to return to work at the same position and pay level prior to the leave. Accrual of benefits such as sick leave and vacation pay will be suspended during the leave period.
- 12.6** **UNION LEAVE OF ABSENCE** – Union Service Leave is a three (3) year leave of absence without pay to be granted an employee who is elected, appointed or selected by the Union to perform full-time work for the Local Union.
- 12.7** Union members will be allowed necessary leave with 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 13 – NO REDUCTION**

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

### **ARTICLE 14 – SENIORITY**

- 14.1** Until the sixtieth (60th) calendar day of employment, a new employee shall be considered a probationary employee and may be terminated at the discretion of the Employer. There shall be no responsibility on the part of the Employer to retain the employee. An extension of an additional thirty (30) days 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 an extension will be granted only upon mutual agreement between the Union and the Employer.
- 14.2** No new hired employees shall have any length of service credit during the probationary period. After an employee has satisfactorily completed the probationary period, length of service shall then date back to the date of her/his



most recent date of hire and the employee shall be considered a permanent employee.

- 14.3** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force and recall after layoff, all promotions, demotions and preference of vacation periods.
- 14.4** Seniority shall terminate for any of the following reasons:
- A. Voluntary resignation
  - B. Discharge for just cause
  - C. Layoff for lack of work for a period in excess of one (1) year

### **JOB BIDDING**

- 14.5** Whenever a new position is created or a vacated position becomes available within the bargaining unit, the Employer will post a notice on the Union Bulletin Board of the new or vacated position for three (3) business days. Present employees shall have the option of submitting written bids for the position. The job will be awarded by qualifications to be determined by the Employer and in the event there are no substantial differences in qualifications, seniority shall prevail.
- 14.6** When an employee is promoted to a higher classification or filling a new or vacant position, they shall be on a job specific probationary period of forty-five (45) calendar days. In the event the Employer or the employee determines said employee is not satisfactorily performing the job, the employee shall be returned to his/her previous job assignments with regard to position and status between the forty-fifth (45<sup>th</sup>) and not later than the sixtieth (60<sup>th</sup>) calendar day after filling the new or vacant position.
- 14.7** When an employee is required to perform work in a higher classification, the employee will be paid the appropriate wage rate for the higher classification.

### **ARTICLE 15 – LAYOFF NOTICE**

- 15.1** For employees with up to ten (10) completed years of service, the Employer agrees not to lay off an employee without two (2) weeks notice or two (2) weeks pay in lieu thereof. For employees with eleven (11) completed years of service up to twenty (20) completed years of service, the Employer agrees not to lay off an employee without three (3) weeks' notice or three (3) weeks' pay in lieu thereof. For employees with twenty-one (21) or more completed years of service, the Employer agrees not to lay off an employee without four (4) weeks' notice or four (4) weeks' pay in lieu thereof. The provision of this Article shall not apply to temporary employees.

- 15.2 In the event that the employer determines the need for a reduction in force, the parties shall meet and discuss options including but not limited to alternate shifts. Reduced hours, or other agreeable options.

## **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 Friday, 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 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 (health and welfare).
- 16.2 The Employer shall not be permitted to employ more than three (3) part-time employees on a permanent basis except by mutual agreement of the parties' signatory hereto.
- 16.3 **TEMPORARY EMPLOYEES** – Temporary employees shall be paid at the per hour rate for the job they are performing as defined in Article 20. Temporary employees shall not be hired for more than ninety (90) calendar days, unless the temporary employee was hired with the implicit understanding that they were only hired for a specific project that might exceed the ninety (90) days. Temporary employees are not entitled to any benefits provided by this contract except for wages in Article 20.
- 16.4 The Employer shall notify the Union of all temporary employees at their time of hire. Temporary employees shall be required to pay a work permit fee to the Union when working for the Employer. Such work permit fee shall begin the month the temporary employee begins working for the Employer.
- 16.5 Temporary employees shall be subject to the provisions of Article 2 – Union Security, after thirty one (31) calendar days.
- 16.6 In the event a temporary employee becomes a permanent employee, the employee shall then serve a thirty (30) day probationary period. If the employee is retained by the Employer following the probationary period, the Employee's Seniority date, as referenced in Article 14, shall be established from the last continuous date of hire.



## **ARTICLE 17 – SAVINGS CLAUSE**

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

## **ARTICLE 18 – UNEMPLOYMENT AND WORKERS COMPENSATION**

- 18.1** The Employer shall pay the necessary premiums to provide coverage under the Workers Compensation Act and the Federal and State of Colorado Unemployment Acts for each of its employees.
- 18.2** An employee will be entitled to compensation for the first three (3) working days or any part thereof missed, due to an on-the-job injury, without having the time deducted from his/her sick leave or vacation time if benefits for that time period are not covered by the Workers Compensation insurance carrier.

## **ARTICLE 19 – HEALTH AND WELFARE**

- 19.1** The Employer agrees to provide health coverage for the employee including medical, dental and vision benefits, life insurance and accidental death and dismemberment benefits. Such coverage will be provided through the Contractors Health Trust. Should an employee choose to extend health coverage to his/her dependents, the Company will contribute a portion of the total cost (for the employee plus one (1) dependent) and each employee will pay the remaining portion of the cost as a pre-tax payroll deduction. Employees will be advised of his/her cost for dependent coverage and any changes to such cost in the future.
- 19.2** Employees must work an average of thirty (30) hours per week to be eligible for Employer paid health coverage. New employees will be eligible for coverage on the first day of the month following sixty (60) days of continuous employment.
- 19.3** The level of benefits and other detailed eligibility rules are set by the Contractors Health Trust.
- 19.4** The Employer will provide a Short Term and Long Term Disability policy available for the employees to select voluntarily subject to the insurer's minimum participation requirements. Should those minimum participation requirements be met and the employee chooses to purchase such insurance, the Employer agrees to deduct the cost from the employee's wages to pay the premiums.
- 19.5** For any employee who pays out more than \$750 in any one year toward their deductible, the employer will reimburse that amount, up to \$250 for that year.

## **ARTICLE 20 – CLASSIFICATIONS AND WAGES**

- 20.1** Employees shall be paid the minimum scale of wages shown in Appendix A. All employees will receive a three percent (3%) increase on January 1 of each year of this Agreement (i.e., 2017 through 2021) over their current rate of pay.

## **ARTICLE 21 – PENSION**

- 21.1** The Employer agrees to make a contribution equal to three percent (3%) of the employee's gross compensation, for all qualified employees, to its Company Defined Contribution 401-K Profit Sharing Plan. An employee must work one thousand (1,000) hours in a year to be eligible for participation in the Plan on the next January 1<sup>st</sup> or July 1<sup>st</sup> following his/her one year anniversary of employment. The employee is not required to contribute to the plan in order for the Employer to make a contribution on his/her behalf.
- 21.2** In addition to the three percent (3%) Company contribution, the employee may contribute, on a tax deferred basis, up to a total of fifteen (15%) of his/her gross compensation into the plan. The Company will match such contributions at the rate of fifty cents (50¢) for each one dollar (\$1.00) the employee contributes up to an additional three percent (3%) of the employee's compensation. The Employer's maximum contribution for any employee under Article 21 will be six percent (6%) of the employee's gross compensation.

## **ARTICLE 22 – MATERNITY LEAVE**

- 22.1** Pregnancy shall be treated as a bona fide illness or disability. The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 23 – TECHNOLOGICAL CHANGES**

- 23.1** In the event that the Employer should decide to make any technological or labor-saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort that causes changes in classifications or personnel, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training of employees is necessary to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.



- 23.2** In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article then either party shall have the right to submit the dispute to the arbitration procedure of Article 33 of this Agreement.
- 23.3** Employees are encouraged to take skill upgrade training. By mutual agreement, considering costs and for courses that are relevant to the job, the Employer will reimburse one hundred percent (100%) of the cost including tuition, books and supplies upon the successful completion of the course(s).

#### **ARTICLE 24 –DISCRIMINATION/HARASSMENT**

- 24.1** It is the policy of the Employer that all employees must have the right to a work environment free from discrimination, intimidation and harassment because of his/her sex, age, race, religion, national or ethnic origin, sexual orientation, handicap, disability or any other protected status. The Employer will not tolerate or condone any discriminatory conduct by or towards its employees. All reports of any type of discrimination/harassment will be investigated by the Employer in order to maintain a harassment free work environment.
- 24.2** The Employer also agrees not to discriminate against any employee because of membership in the Union or for upholding Union principles. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against an employee.
- 24.3** Reprisal against a grievant, steward, or witness exercising the grievance procedure is prohibited.

#### **ARTICLE 25 – DISCIPLINE PROCEDURE**

- 25.1** 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 without just cause. 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 and lost benefit payments.
- 25.2** Employees shall have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs.
- 25.3** For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a written warning system shall be established. Notification of all warnings shall be mailed to the Union.

Step One:      Counseling session.

Step Two: Verbal warning with notation in employee's file.

Step Three: Written warning

Step Four: Suspension, not to exceed one (1) week.

Step Five: Termination in writing.

Warnings will be removed from the employee's personnel file after six (6) months.

## **ARTICLE 26 – EMPLOYEE DIGNITY**

**26.1** The Employer agrees that it is important, and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in an employee's performance. If a discussion with an employee is to be considered a disciplinary discussion, it will be so stated and a Shop Steward or Union Representative will be present.

## **ARTICLE 27 – ADMITTANCE OF UNION REPRESENTATIVE TO OFFICE OF EMPLOYER**

**27.1** The representative of the Union shall have the right to contact the bargaining unit employees at work with respect to this Agreement.

## **ARTICLE 28 - INCLEMENT WEATHER/POWER OR COMPUTER OUTAGE**

**28.1** When inclement weather conditions exist, flextime will be allowed. Employees are required to advise the supervisor of their work schedule for that day before 10:00 AM when not working the regular work schedule. When an employee arrives in the morning the employee may begin work, and leave when his/her scheduled amount of hours are completed. If mutually agreed to between the employee and the Employer the employee may leave before his/her total number of scheduled hours is completed and either make up those hours on another day within that week (Monday through Sunday), or use other available paid time off. In the event the employer determines the office should be closed or an official state of emergency is declared, the employees shall use their sick and personal time.

**28.2** When a power outage occurs, the employees shall follow the guidance of the Employer. Should the Employer find that the power will not be re-established for an extended length of time and they instruct the employees to leave work for the day, the Employer will match the number of hours worked in that day up to a total



of four (4) hours to complete the eight (8) hour day. If an employee chooses to leave instead of remain during a power outage, he/she shall have the option of making up those hours on another day or using his/her personal time.

- 28.3** When the Employer suffers a computer outage, the employees will perform any work that they can without the use of their computers. Should the Employer decide that it will be unable to return use of the computers for an extended length of time, and it instructs the employees to leave work for the day, the Employer will match the number of hours worked in that day up to a total of four (4) hours to complete the eight (8) hour day. If an employee chooses to leave instead of waiting for the computer system to be brought online after he/she has completed all of his/her work that does not require the use of the computer, he/she shall have the option of making up those hours on another day or using his/her personal time.

## **ARTICLE 29 - UNION BULLETIN BOARD**

- 29.1** The Employer shall provide the Union, at no cost, one (1) bulletin board no smaller than three foot by three foot (3' x 3'). Notices may be posted on such bulletin board for matters such as Union meetings, social affairs, Union elections, and other internal Union affairs.

## **ARTICLE 30 – QUALITY OF WORK LIFE**

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

## **ARTICLE 31– RIGHTS OF MANAGEMENT**

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

## **ARTICLE 32 – GRIEVANCE AND ARBITRATION**

- 32.1** GRIEVANCE DEFINITION – The Company and the Union agree that grievances or disputes arising under this Agreement shall be settled as provided in this Article. A grievance shall be defined as any difference of opinion, controversy or dispute between the parties hereto related to the interpretation or application of the terms of this Agreement.

All grievances shall be handled in the following manner:

**STEP ONE:** (oral) 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 of the aggrieved employee(s) to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been violated.

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

**STEP THREE:** (hearing) If the grievance is not settled in Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties with a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

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

**32.2** 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 Employer and the



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

**32.3** 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.

**32.4** If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

### **ARTICLE 33 – MILEAGE**

**33.1** Employees may be required to use their personal vehicle when a need is determined by the Employer. For such use, the Employer agrees to pay the maximum allowable I.R.S. rate per mile for all such miles plus any appropriate parking fees. The Employer shall not be responsible for any other costs incurred for such use, including any and all motor vehicle violations such as parking tickets or any moving violations of any kind.

### **ARTICLE 34 – UNION LABEL**

**34.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, Local 30 and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU.

### **ARTICLE 35 – SHOP STEWARDS**

**35.1** Duly elected Shop Stewards will be permitted reasonable time off without loss of pay to investigate and present grievances of the bargaining unit members, provided that such activities do not interfere with the Employers' operation. Stewards shall advise his/her supervisor whenever he/she leaves his/her worksites to perform such activities.

### **ARTICLE 36 – TERM OF AGREEMENT**

**36.1** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of January, 2017, to and including the thirty-first (31<sup>st</sup>) day of December, 2021, 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 seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement

shall for all purposes, terminate as of the expiration date of the Agreement.

- b) If either party elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

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

BY: 

TITLE: Executive Director / CFO

DATE: \_\_\_\_\_

**BENESYS, INC.**

BY: 

TITLE: CHIEF FINANCIAL OFFICER

DATE: 5/31/17

**BENESYS, INC.**  
**CLASSIFICATIONS AND PAY SCALES**

CATEGORY	LEVEL	HOURLY WAGE	DESCRIPTION
A. CLERICAL			Performs mainly receptionist duties, mail sorting, filing, processing out-going mail, packet preparation and any other tasks reasonably assigned by the Employer
	I	2017 – 13.57 2018 – 13.98 2019 – 14.40 2020 – 14.83 2021 – 15.27	First 12 months of employment with the Company
	II	2017 – 13.82 2018 – 14.23 2019 – 14.66 2020 – 15.10 2021 – 15.55	More than 12 months, but less than 36 months, in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 14.07 2018 – 14.49 2019 – 14.92 2020 – 15.37 2021 – 15.83	More than 36 months in the position and demonstrates proficiency in handling tasks.
B. DATA ENTRY			Performs entry of hours, contributions, and other data into the computer system and any other task reasonably assigned by the Employer.
	I	2017 – 15.60 2018 – 16.07 2019 – 16.55 2020 – 17.05 2021 – 17.56	First 12 months of employment with the Company or transfer to the job classification from a lower level position.
	II	2017 – 15.94 2018 – 16.42 2019 – 16.91 2020 – 17.42 2021 – 17.94	More than 12 months, but less than 36 months, in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 16.25 2018 – 16.74 2019 – 17.24 2020 – 17.76 2021 – 18.29	More than 36 months in the position and demonstrates proficiency in handling tasks.
C. ELIGIBILITY CLERK			Performs all tasks required in managing the eligibility process for employees and dependents



			including enrollment and dis-enrollment, COBRA, Retiree and Self-pay processing. Downloading of files for vendor records, entering and balancing hours and employer information, processing of plan expenses, telephone contact and follow-up with employers and participants and any other tasks reasonably assigned by the Employer.
	I	2017 – 17.62 2018 – 18.15 2019 – 18.69 2020 – 19.25 2021 – 19.83	First 12 months of employment with the Company or transfer to the job classification from a lower level position.
	II	2017 – 18.09 2018 – 18.63 2019 – 19.19 2020 – 19.77 2021 – 20.36	More than 12 months, but less than 36 months, in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 18.41 2018 – 18.96 2019 – 19.53 2020 – 20.12 2021 – 20.72	More than 36 months in the position and demonstrates proficiency in handling tasks.
D. PENSION PROCESSOR			Performs all task required in processing vacation, annuity and pension applications. Prepares files for payment of benefits for examination and approval by supervisors. Handles all telephone inquiries and is knowledgeable in benefits to assist participants in their application process and any other tasks reasonably assigned by the Employer.
	I	2017 – 17.62 2018 – 18.15 2019 – 18.69 2020 – 19.25 2021 – 19.83	First 12 months of employment with the Company or transfer to the job classification from a lower level position.
	II	2017 – 18.09 2018 – 18.63 2019 – 19.19 2020 – 19.77 2021 – 20.36	More than 12 months, but less than 36 months in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 18.41 2018 – 18.96 2019 – 19.53 2020 – 20.12 2021 – 20.72	More than 36 months in the position and demonstrates proficiency in handling tasks.
E. CUSTOMER SERVICE			Performs all tasks required in responding to medical claims questions, data entry of claim

CLAIMS			information, processing of basic plan benefits and any other tasks reasonably assigned by the Employer.
	I	2017 – 19.85 2018 – 20.45 2019 – 21.06 2020 – 21.69 2021 – 22.34	First 12 months of employment with the Company or transfer to the job classification from a lower level position.
	II	2017 – 20.24 2018 – 20.85 2019 – 21.48 2020 – 22.12 2021 – 22.78	More than 12 months, but less than 36 months in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 20.73 2018 – 21.35 2019 – 21.99 2020 – 22.65 2021 – 23.33	More than 36 months in the position and demonstrates proficiency in handling tasks.
F. CLAIMS EXAMINER			Performs all tasks required in processing of all plan benefits, research of questionable claims, ability to process COB and Subrogation claims, clear claims which did not clear the auto-adjudication process, and any other tasks reasonably assigned by the Employer.
	I	2017 – 21.55 2018 – 22.20 2019 – 22.87 2020 – 23.56 2021 – 24.27	First 12 months of employment with the Company or transfer to the job classification from a lower level position.
	II	2017 – 22.16 2018 – 22.82 2019 – 23.50 2020 – 24.21 2021 – 24.94	More than 12 months, but less than 36 months in the position and demonstrates ability to handle assigned tasks with little instruction or supervision.
	III	2017 – 22.72 2018 – 23.40 2019 – 24.10 2020 – 24.82 2021 – 25.56	More than 36 months in the position and demonstrates proficiency in handling tasks.
PART-TIME		2017 – 14.44 2018 – 14.87 2019 – 15.32 2020 – 15.78 2021 – 16.25	Those performing clerical functions and working less than 30 hours per week will not be entitled to health coverage or if less than 1,000 hours in the prior year will not be entitled to pension benefits.