

**AFL-CIO Proposal - September 12, 2018**  
**Last, Best and Final Offer**

**AGREEMENT**

This Agreement is between the American Federation of Labor and Congress of Industrial Organizations (AFL-CIO) hereinafter referred to as "the Employer", or "the AFL-CIO", and the Office of Professional Employees International Union, Local 2, hereinafter referred to as the Union.

All OPEIU, Local 2 members employed by the AFL-CIO constitute one bargaining unit.

**PREAMBLE**  
**Dignity and Respect**

The parties acknowledge the following fundamental understandings:

1. The Employer and the Union agree to cooperate with one another in efforts to assure efficient operations, to serve the needs of the AFL-CIO and to meet the highest standards in such service.
2. The parties agree that it is their mutual aim to act at all times in such a manner as to treat all employees of the AFL-CIO with dignity and respect.
3. The Employer agrees to work closely with the Union, through the Union Representative, the Shop Steward, the labor-management committees and education committee to explore all reasonable means to help employees improve their performance and to enjoy success on the job
4. It is the intent of the parties, as is reasonably practical, to include employees in discussion of departmental work plans and goals.
5. The parties agree each employee's work assignments or directives shall be consistent with the intent of the above statements.
6. This Article shall not be subject to the grievance and arbitration provisions of this Agreement, except for (2) above.

**ARTICLE I**  
**Recognition**

1. The Employer recognizes the Union as the exclusive bargaining agency for all office employees and facilities maintenance employees employed by the Employer, except those employees whose work is of a supervisory or confidential nature as defined by the National Labor Relations Act and those employees not covered by the Jurisdiction of the Office and Professional Employees International Union.
2. It is recognized by the parties that any jobs which may require the use of electronic data processing equipment, computer equipment, or similarly automated technological office machinery, are jobs within the bargaining unit, except jobs of a supervisory, managerial or confidential nature or those not in the jurisdiction of the Union.
3. The Union shall be notified of any openings for new employees in the bargaining unit and individuals referred by the Union shall be given fair consideration, but the Employer is not required to fill such jobs with an individual referred by the Union.
4. No bargaining unit work may be performed by non-bargaining unit employees. When bargaining unit employees are temporarily transferred to perform non-bargaining unit work, they shall receive a differential of ten dollars (\$10.00) per day for all days worked in such non-bargaining unit positions.
5. Non-bargaining unit work will be performed on a voluntary basis.

**ARTICLE II**  
**Union Shop**

1. It shall be a condition of employment that all employees of the AFL-CIO covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall become and remain members in good standing in the Union. The foregoing provisions shall be effective in accordance and consistent with applicable provisions of federal and state laws. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirtieth (30<sup>th</sup>) day following the beginning of such employment, become and remain members in good standing in the Union.
2. The Employer shall, in compliance with all applicable law and on the basis of individually-signed voluntary check-off authorization cards, deduct from the second salary check of each employee each month, and shall pay to the Union not later than the tenth (10<sup>th</sup>) day of the following month, all dues, fees, and assessments as designated by the Secretary-Treasurer of the Union.
3. The Employer agrees to check off voluntary contributions for VOTE/COPE/PEP funds for each employee who voluntarily executes a check-off authorization designating such deduction and the amounts. Deductions shall begin on the second pay period in the first month following receipt of check-off authorization and shall continue in a like manner until the check-off authorization is revoked in writing. All proceeds collected under this Agreement shall be transmitted to the Union's Secretary-Treasurer on a monthly basis, along with a listing of persons contributing such monies.
4. There shall be no retaliation against any Union representative in carrying out his/her duties as a Shop Steward.
5. The Employer will continue to provide a Union bulletin board which may be used for the posting of all notices to employees, including Union notices and information.
6. Subject to work needs and availability of space, Union meetings may be held and attended during working hours and on the Employer's premises, provided such meetings are reasonable in frequency and duration and are held at lunch time. The Union will give the Employer reasonable notice of such meetings.

**ARTICLE III**  
**Seniority ~~and~~; Return Rights ~~and Surplused Employees~~**

1. **Seniority**
  - a. Seniority shall be based on the beginning date of uninterrupted and continuous employment with the AFL-CIO, including but not limited to: the AFL, the CIO, the AFL-CIO, George Meany Center, National Labor College, LIPA, WAI as defined by Exhibit "F", or any of its direct subdivisions; but it shall not include service with the affiliated unions or with departments, state or local central bodies.
  - b. Seniority shall accrue as a result of time worked, or otherwise given credit for by agreement of the parties.
  - c. No employee shall be retained in a temporary status for more than six(6) consecutive months. Any exceptions to this policy will be discussed with the Union.
  - d. The Employer shall prepare from existing personnel records a seniority roster of all employees presently covered by this Agreement (on the first working day after January 1 and July 1 of each calendar year), based on the beginning date of uninterrupted and continuous service. The Chief Shop Steward shall be furnished with a copy of such seniority roster. (Seniority shall

accumulate as a result of time worked, or otherwise given credit for by agreement between the parties, from the date of continuous employment as a regular permanent employee with the Employer.)

- e. The Employer agrees to supply the Union once each year with a salary list of all employees in the OPEIU bargaining unit, to the extent the Employer maintains the information, showing the employees' name, address, sex, minority group, date of birth, date of hiring, job title, pay grade and pay step. The Employer further agrees to supply the Union once each month with a list of the employees in the unit who are added to and deleted from the payroll and any changes in the job classifications or salaries.

## **2. Return Rights: Confidentials, Guild and Grant/Task Force Positions**

### **Confidential Positions**

a. An employee covered by this Agreement who has become, or who becomes, a confidential secretary in ~~any the immediate offices of the President, Secretary-Treasurer, and Executive Vice-President, and the Department of Field Mobilization (one position) or other office or department as specified by mutual agreement~~ shall have the right to return to the bargaining unit without loss of seniority, except that he or she shall not earn seniority while out of the bargaining unit. ~~Return rights will only apply for a three-month period starting from the date of the position award. Return rights expire after the three-month period. (9/5/18)~~

b. ~~In such event, the employee will be surplused until a vacant position becomes available for bid. If the employee qualifies and is accepted for the position, her/his wage rate shall be maintained for a period of two(2) years or until the wage rate of the new position reaches that of the employee's current salary, whichever comes first. However, at no time shall the employee be paid at a grade level less than his/her grade at the time of leaving the Unit.~~

~~(1) If an employee does not bid into a new position within the two(2) year period, after the end of that period the employee will be paid at the grade level and step he or she occupied at the time of leaving the Unit, adjusted with salary credit for time spent in the non-Unit position.~~

~~(2) If the employee has not qualified for and accepted a new position within the two (2) year period, and there is a vacancy without qualified bidders, the Employer may assign the employee to fill that vacancy, at the wage rate of the new position, but not less than the wage rate of the employee's grade level at the time of leaving the Unit.~~

### **Guild Positions**

Employees, who bid on and are accepted into a Guild position, shall have return rights to the Unit for a period of twenty-five(25) working days. Such employees shall be allowed to return to the Unit to their original position if available or a comparable position without loss of pay from their previous Unit position or of seniority. The Employer shall notify the Union when such employees have completed probation.

### **Grant or Task Force Positions**

Permanent employees who bid into a grant or task force position shall be considered a temporary transfer for the term of the grant or task force, and shall be allowed to return to their previous position or be placed in a comparable position when the grant or task force position ends.

## **3. Surplused Employees**

a. ~~An employee whose position is abolished or defunded due to a minor reduction in force or who has agreed to vacate a position at the Employer's request~~

will be surplus until a vacant position becomes available for bid. If the employee qualifies for and is accepted for the position, the employee shall continue to receive the wage rate of his or her previous position, including any negotiated across the board increases and longevity increases.

b. ~~If the employee has not qualified for and accepted a new position within two(2) years of vacating his or her previous position and there is a vacancy without qualified bidders, the Employer may assign the employee to fill that vacancy. If the position to which the employee is assigned is in a lower grade than employee's previous position, the employee shall continue to receive the wage rate of his or her previous position, including any negotiated across the board increases and longevity increases.~~

e. ~~A surplus employee shall not cause the layoff or bumping of another employee. All employees are eligible for coverage under the surplus employee language regardless of years of service. However, the parties agree and understand that as to employee who do not have sufficient seniority to have obtained layoff protection, this surplus language is limited to situations where only a minor number of OPEIU positions are affected and it is not a layoff situation where Article V is implicated.~~

#### 4.3. Floater

The Employer agrees to maintain a floater position. The floater position is a position in the Human Resources Department, may be filled at the discretion of the Employer, and will be assigned by the department director.

### ARTICLE IV

#### Vacancy, Posting, Transfers and Probation

##### 1. Vacancy (TA 7/24/18 – Section 1, Vacancy)

- a. The Employer recognizes the desirability of promoting from within the Unit and providing opportunities for advancement in positions covered by this Agreement.
- b. As used in this Article, the term "vacancy" means vacancies occurring in currently-existing and newly-created positions that last beyond eighty (80) working days. ~~(TA 7/18/18)~~
- c. Within two (2) weeks of the occurrence of a vacancy, the Employer will ~~either (1) deliver to the Union a posting for the filling of such vacancy on a temporary or permanent basis, or (2) advise the Union that it requires additional time to determine whether or how it will fill such vacancy, and such notice shall be posted on the Union bulletin board. As to currently-existing positions, a vacancy occurs as of the next working day after the incumbent of the position departs from that position.~~
- d. ~~If (The Employer decides not to fill the vacancy, the Employer,~~ within ~~four (4) two (2)~~ weeks of the occurrence of the vacancy, will notify the Union of its intentions as to the filling, leaving vacant, abolishment, or reclassification of the vacant position. If abolishment or reclassification of the position is contemplated, the Employer will conduct and complete the discussion of such proposal with the Union as provided in Article IX (Wages), Section 5, within the same ~~two (2) four (4)~~ week period.
- e. If the Employer fails to act as set forth above, at the end of the ~~two (2) four (4)~~ week period the Union may give the Employer written notice of its failure to comply with the terms of this section. ~~If by the end of the week following the Employer's receipt of such written notice, the Employer has, without good cause, failed to announce its intention as to the filling, leaving vacant, abolishment or reclassification of the position is contemplated, failed to conduct and complete the discussion of such proposal as provided in Article IX (Wages), Section 5, the Employer shall be required to post and fill the vacant position.~~

## **2. Posting**

- a. When vacancies occur in positions covered by this Agreement, notices of such vacancies shall be posted, after discussion with the Union. Postings for vacancies shall be written by the Employer and shall specify the minimum qualifications (e.g., experience, education, and skills). Those qualifications shall be directly linked to the successful performance of the job in accordance with the job evaluation system.
- b. Notices shall be posted by the Union on appropriated bulletin boards within three (3) working days from when the Shop Steward receives the notice of vacancy from the Employer in accordance with Section 1(c) of this Article.
- c. If the Union fails to post a vacancy within ~~three (3)~~ **five (5)** working days from when the Shop Steward receives the notice of vacancy from the Employer, the Employer may post the position.
- d. Vacancies shall remain posted for a period of four (4) working days. **(7/16/18)**
- e. Employees will submit applications for positions to the Chief Shop Steward or designee within the four (4) day posting period. The Chief Shop Steward or designee shall forward those applications to the Personnel Department on the next working day after the close of the posting period.
- f. Positions for the Employer shall be posted at all locations.

## **3. Selection**

- a. The Employer shall indicate the successful bidder within twenty (20) working days after it receives the applications from the Union and the successful bidder will be placed in, or paid for, the position within then (10) working days thereafter. Any deviation from this provision shall be discussed with the Union immediately.
- b. In addition, when vacancies occur with regard to the classifications of Senior Secretary and Administrative Assistant, it is understood that the applicant must, in addition to general secretarial skills, have a working knowledge of shorthand or speedwriting.
- c. When more than one employee applies for the vacancy, seniority shall be given primary consideration in the selection where qualifications are relatively equal as measured by the position's requirements.
- d. The Employer may determine that testing is required as part of the selection process.
- e. The Employer will discuss with the Union the need for, and the general content of, any new test within a reasonable period before posting and administration. A reasonable uniform and standard score must be agreed upon by the Employer and the Union prior to testing. If the parties are unable to reach an agreement, the Employer has the right to implement and the Union has access to the grievance procedure. The bidders who reach or surpass the score shall be declared eligible bidders.

## **4. Applications**

- a. Applications involving no change in pay grade (lateral transfers) need not be considered by the Employer unless such a change would provide for the applicant a better opportunity for future advancement and the employee has been in his or her current position for at least twenty-four (24) months. The Employer agrees that qualified employees within the Unit will be given the vacancy before any applicant from the outside. Laterals will be given the same consideration as promotional bids before considering applicants from the outside, provided an otherwise qualified lateral applicant meets these two (2) requirements.

~~b. When vacancies occur in the immediate offices of the President, the Secretary-Treasurer, the Executive Vice President or the Department of Field Mobilization, such vacancies shall be filled from within the bargaining unit. These vacancies shall be posted; however, selection of the employee to fill such at the sole discretion of the President, the Secretary-Treasurer, the Executive Vice President or the Director of the Department of Field Mobilization. It is further understood that every applicant in each situation need not be interviewed. (7/16/18)~~

e.b. NLC employees will be first considered and then AFL-CIO Credit Union employees will be considered for employment in the AFL-CIO bargaining unit after consideration has been given to AFL-CIO permanent and temporary employees and before the Employer considers employees from the outside. The Employer's decision not to select a Credit Union employee for a bargaining unit position shall not be subject to arbitration. Employees of the NLC and the AFL-CIO Credit Union who are hired for position in the AFL-CIO bargaining unit shall maintain their seniority.

## 5. Transfers

If there are no qualified bidders for a vacancy, the Employer has the right to:

- a. Assign an employee to that position either under Article III, (Seniority ~~and~~; Return Rights ~~and Surplused Employees~~), Section 2(b) or under Article III (Seniority ~~and~~; Return ~~Rights and Surplused Employees~~), Sections 3(a) and (b), at the Employer's option.
- b. Transfer the least senior qualified employee in any department to that vacancy, provided that:
  - 1) During the life of this Agreement, any employee so identified for transfer will have the right to refuse one (1) such assignment; and
  - 2) If the position to which the Employer assigns the employee is in a lower grade, the employee shall continue to receive the wage rate of his or her previous position, including any negotiated across-the-board increases and longevity increases.

## 6. Probationary Period

- a. Employees who are promoted or transferred will be allowed a reasonable probationary period, not to exceed three (3) months. During the probationary period, the employee shall be provided with departmental orientation, to include but not limited to: the goals of the department, work flow, areas of responsibility and specific knowledge necessary to perform the job. (TA 7/18/18)
- b. The Employer may extend the probationary period for one (1) additional month provided the Employer has provided written progress reports, which are corrective in nature, to the employee after the employee has been in the position for one (1) month, two (2) months, and three (3) months.
- c. If, during the probationary period, said employee, in the opinion of the Employer, fails to perform satisfactorily the duties of the new position, the employee will be permitted to return to his/her original or comparable position without loss of seniority. Any deviation from returning the employee to their original position will be made only following consultation between the Union and the Employer, prior to the employee accepting the position. It is the intention of this clause to return unsuccessful bidders to their original positions.
- d. If an employee returns to the position (or a comparable position) from which promoted or transferred, the employee shall receive the salary that he or she would have received had the employee not been promoted or transferred. The period of service in the other position shall be counted for all purposes as service in the employee's previous position. If placed in a comparable position under Subsection (c) above, the employee shall suffer no reduction in pay and will receive future increases as if retained in his or her previous position.

## 7. Performance Evaluations

- a. Each employee will receive a written evaluation from his or her supervisor annually. The evaluation will be discussed by the supervisor with the employee. Each employee will be given a copy of the evaluation form, and will have the opportunity to make a written response. The employee's written response will be attached to the evaluation form.
- b. Forms for formal annual written performance evaluations will be developed by the labor-management committee, comprised of OPEIU Local 2 shop stewards and/or the staff representative and Human Resources, which also will select appropriate training and instruction for supervisors and employees in conducting performance evaluations. The parties agree this process will be initiated within six (6) months of the effective date of this Agreement. (TA 7/18/18)
- c. Evaluation forms themselves will not be relied on by the Employer for disciplinary action or promotional decisions. Employee conduct or performance described on the evaluation form may be the subject of disciplinary action and may be considered in promotional decisions. Employee performance evaluations do not alter the provisions of Article III (Seniority and; Return Rights and Surplused Employees), Article IV (Vacancy, Posting, Transfers and Probation) or Article VI (Employment, Discipline and Discharge) regarding discipline or discharge
- d. Evaluations conducted in accordance with the foregoing provisions will not be subject to the grievance procedure.
- e. Employees will provide annual performance evaluation feedback on managers with whom they worked and/or reported to on at least a semi-regular basis during said year. The Employer will provide space within the performance evaluation for identifying strong areas of performance as well as areas to be strengthened. Management will consider the feedback. The Employer and OPEIU Local 2 shop stewards and/or staff representative will co-design the performance evaluation to be filled by employees (TA 7/25/18)

## Article V

### Layoff, Severance and Recall

1. Reorganization is defined as the planned redistribution of work across and/or within hubs, resources and/or departments; or the elimination, consolidation and/or merger of hubs, resources and/or departments. The Employer shall provide reasonable written notice to the Union via email that a reorganization is being planned, and shall discuss the plans with the affected employees. The Employer shall consult with and consider Union suggestions and concerns. (TA 7/18/18)
- 1.2. The Employer shall meet with the OPEIU prior to or upon approval of the budget annually, and/or prior to when reductions in the workforce are anticipated, to identify any occupied unit positions that are being defunded by the approved budget to review any need to reduce the overall workforce and to review all current funded vacant positions. (TA 7/18/18)
- 2.3. In the event that the Employer must reduce the level of employees or defund OPEIU positions (under a new budget or otherwise), it shall notify the OPEIU in writing. The Employer also will notify the OPEIU of the number of positions to be reduced and/or identify the positions to be defunded. The parties shall review the financial benchmarks that determine if a layoff, catastrophic layoff or surplus situation is in effect. (5/29/18)

- ~~3-4.~~ The Employer will conform to applicable law concerning its duty to provide information to and bargain with the Union about layoffs and the effect of layoffs. All reasonable alternatives to a layoff will be given due regard and consideration, ~~including but not limited to offering voluntary layoffs, reduced hours or other agreed upon cost saving measures.~~ If the parties deem it appropriate, they will meet to negotiated an incentive package, to identify to which employees any such package will be offered, and to set the time within which employees must accept or reject the offer. (5/29/18)
- ~~4-5.~~ As used in the Article, the terms "qualified," "qualifications" or related terms shall mean as measured by the position's requirements. ~~and in the reasonable opinion of the Employer can be trained within a reasonable period of sixty (60) working days to perform the work.~~ (5/29/18)
- ~~5-6.~~ Before any bargaining unit employee is actually laid off, the AFL-CIO shall end the employment of temporary agency employees performing bargaining unit work, and of temporary, project and probationary employees unless the work will continue to be performed and there are no permanent employees qualified to perform the work. ~~or can be trained within a reasonable period of sixty (60) working days.~~ (5/29/18)
- ~~6-7.~~ When a non-bargaining unit position is vacant, an OPEIU employee in a defunded position will be considered before the AFL-CIO interviews a candidate from an outside organization, if the OPEIU candidate has the minimum requirements for the position.
- ~~7-8.~~ A permanent employee accepting a temporary position ~~or project position~~ during the layoff shall retain his or her rights under this Article and shall be considered a permanent employee for all purposes under this Agreement. (TA 7/24/18)
- ~~8-9.~~ An employee offered a temporary ~~or project~~ position during the layoff shall have five(5) working days to accept or reject the position. (TA 7/24/18)
- ~~10.~~ Rejection of an offer of a temporary or ~~project or~~ out of unit position shall not adversely affect rights under this Article. (TA 7/24/18)
- ~~9.~~
- ~~10.11.~~ **Layoff (5/29/18)**
- a. In cases of increases or decreases of the working force, the rule of seniority shall prevail; that is, the last employee hired shall be the first to be laid off, and vice versa when recalled for service. The parties to this Agreement realize that it will not be feasible in all instances to lay off and recall on the basis of seniority because of the specific training and experience required in some classifications. The Employer may deviate from strict seniority in some instances, but it is the intention of this clause to provide maximum protection for seniority. ~~No employee employed prior to October 6, 2010 with ten (10) or more years of service or who obtains ten (10) or more years of service shall be laid off. Any employee employed after October 6, 2010 who obtains fifteen (15) years of service shall not be laid off.~~ (9/7/18)
  - b. No employee shall be hired from the outside to fill a vacancy until such time as all qualified ~~surplused employees and/or~~ employees in defunded or abolished positions have been placed into any such vacancies under Article III, Section 3(a). All qualified employees on the recall list shall then be offered any remaining vacant positions in accordance with Article V, Section 12(c). The Employer agrees to seek to make placements in seniority order and shall meet with the Union to discuss any such placements.
  - c. If no alternatives to an involuntary layoff are negotiated or if an insufficient number of employees accept any alternatives offered, the Employer shall identify employees for a layoff.
  - d. In the event of a layoff affecting employees within the bargaining unit, the Employer shall begin the process of making layoffs by notifying the Union at least five (5) fifteen(15) working days in advance of the ~~twenty (20)seventy (70)~~ days' notice to the affected employees, or alternatively, the Employer shall provide fifteen (15)sixty (60) working days' pay in lieu of



notice to the affected employees. Such notification shall include providing the Union with the names of those persons the Employer intends to layoff.

~~(1) Any employee employed prior to October 6, 2010 with ten (10) or more years of service or who obtains ten (10) or more years of service cannot bump or be bumped. Such employees shall select a vacant position, or be surplusd on the basis of seniority. Placement shall be based on programmatic needs by inverse seniority order, subject to qualifications. The employee's pay shall be green-circled.~~

~~(a) The AFL-CIO can place a surplusd employee into an existing vacancy, a newly created vacancy, a vacancy previously created by layoff, or can otherwise assign duties.~~

~~(b)(1) An employee who is surplusd and placed in another position or assigned other duties retains the job classification the employee has at the time of surplus, or until such time as the employee bids or is placed into a permanent position.~~

~~(2) Employees employed prior to October 6, 2010 with less than ten (10) years of service and employees employed after October 6, 2010 with less than fifteen (15) years of service shall be laid off in inverse seniority order within job classification at the AFL-CIO, subject to qualifications.~~

~~e. During the seventy (70) calendar day notice period described in Section 10(d), above, an employee employed prior to October 6, 2010 with less than ten (10) years of service or an employee employed after October 6, 2010 with less than fifteen (15) years of service who is identified for layoff will be given the opportunity to exercise bumping rights to replace any employee in the same or lower classification with less seniority provided those employees identified for the layoff have the ability and qualifications required to perform the work, or in the reasonable opinion of the Employer, can be trained to perform the duties within sixty (60) working days. Within forty (40) days after being notified of being identified for layoff, the employee must notify the Employer of the position(s) into which she or he wishes to bump. The Employer will not give the seventy calendar days' notice to the employee to be bumped until the end of the sixty (60) working days period to the employee who is bumping. However, the Employer may informally notify an employee prior to the seventy (70) calendar days' notice that he or she will be bumped.~~

~~f. In the event of layoffs, all employees shall be allowed to bump within the AFL-CIO and WAI in accordance with Exhibit F. If there is no position into which an employee employed prior to October 6, 2010 with less than ten (10) years of service or an employee employed after October 6, 2010 with less than fifteen (15) years of service can bump or if an employee chooses not to bump, the employee shall be laid off.~~

~~g.e. If the employee elects or, is placed or bumps into a lower graded position, the employee's pay will be green-circled.~~

~~h. If the position of an employee in the field is defunded or abolished and an employee chooses to bump to another location, the Employer will bear the cost of the move consistent with Article XIX. If the employee does not bump to another location, the employee shall be laid off and shall receive severance pay and benefits described in the Article.~~

~~i. An employee who is within one (1) year of being eligible to retire under the AFL-CIO Staff Retirement Plan will not be required to bump to another location. If the employee chooses not to bump, however, she or he must retire effective immediately upon reaching earliest eligibility for any form of retirement, effective the last day of the month in which the employee becomes eligible.~~

~~j.f.~~ No employee who has receive a layoff notice will be prohibited from using compensatory time, subject to her/his supervisor's approval of scheduling.

**11.12. Severance**

- a. The Employer shall provide the employees laid off with severance pay and benefits as follows: two weeks of pay per year or major fraction thereof for each year of the employee's employment. ~~Severance will be capped at 25 weeks of pay. For those employees with more than twelve years of service, the maximum given will be twenty-five weeks of severance pay. An employee with one (1) or more years of service shall receive no less than an employee with two (2) years of service. This means a minimum of four (4) weeks. An employee with two or more years of service shall receive no less than an employee with four (4) years of service would receive.~~ Such severance shall be based on the highest salary received from the Employer by the employee. Such severance shall be paid only in the event of a layoff. Such employees will be covered for full health and welfare benefits (through Employer payment of COBRA premiums) for a period of six months from the date of layoff. The cost for such benefits will be borne by the Employer. ~~If employment is not gained, this period of coverage will be extended for an additional three months.~~ In addition to severance, affected employees shall be paid for all accrued vacation, including banked vacation days. (9/7/18)

**12.13. Recall (TA on current language 7/18/18)**

- a. Each employee laid off will be placed upon a recall list for two (2) years. Any offer of placement into a vacant position will be made by certified mail to the last address the employee has provided to the Human Resources Department. Recall rights shall be relinquished if the employee does not accept the comparable position offered within two (2) weeks after receipt of the offer and return to work within two (2) weeks after accepting the position offered.
- b. Time spent on a recall list by a laid-off employee shall not constitute a break in continuity of service and seniority. No pension credits will earned while on the recall list.
- c. When a vacancy is not filled from within the bargaining unit, the laid off employee shall have first opportunity to fill the vacancy before going outside the bargaining unit.
- d. An employee accepting a temporary position shall retain his or her recall rights. Rejection of a temporary position shall not adversely affect rights under this Article. Up to six (6) months served in temporary positions shall not reduce the length of recall rights.
- e. If an employee is recalled or accepts a temporary position while still in the payment period of severance, the employee shall not receive "double pay" during that period.
- f. If an employee accepts recall to other than their previous classification, the employee shall be paid at the rate of the new position at the appropriate step according to the employee's seniority.

**ARTICLE VI**

**Employment, Discipline and Discharge**

1. The Employer reserves the right to employ or dismiss in accordance with the seniority provisions of Article V (Layoff, Severance and Recall), Section (1) herein as the conduct of its business requires, and further reserves the right to make final determination of the qualifications of any applicant for employment prior to such employment or during the probationary period for new employees.
2. The probationary period for new permanent employees shall be ~~six (6) three (3)~~ months, at the expiration of which the employee shall be placed on the employment rolls on a permanent basis,

- provided the work of the new employee is satisfactory to the Employer. Seniority shall then date from the original date of employment. (TA 7/24/18)
3. Two (2) weeks' notice for two (2) weeks' pay in lieu of notice shall be given by the Employer in terminating the employment of a permanent employee.
  4. The Employer shall not discontinue the services of any permanent employee, except for just and sufficient cause. In the event of the discharge of an employee covered by this Agreement, the discharged employee shall be given the reason for his/her discharge and the Employer shall notify the employee in the presence of a Shop Steward or in the presence of a Union Officer, except that when neither is available, such notification will be given to the Shop Steward as early as possible. In instances where an employee is notified of dismissal by letter, a copy of the letter will be forwarded to the Shop Steward at the same time.
  5. Discipline shall normally be corrective in nature and shall conform with generally accepted principles of progressive discipline with the exception of serious misconduct.
  6. In cases of suspension from the work force, the procedure outlined in Section 4 shall be followed.
  7. Any employee who has been disciplined or discharged and who is subsequently exonerated, shall be reinstated without prejudice or loss of seniority and shall be compensated for any loss in wages, unless the grievance committee or the arbitrator determines otherwise. Any complaint relative to a discharge must be filed with the Employer within five (5) working days of the time that the Shop Steward is notified of the discharge, or the matter will be considered closed.
  8. An employee and/or Union representative with the employee's written permission shall have the right to review the employee's personnel file at any reasonable time, and upon request shall be provided with copies of all materials in the employee's file. Employees shall be provided copies of all evaluations and notices of disciplinary action.
  9. An employee shall have the right to file an answer to any material submitted for inclusion in his/her file and such answer shall be attached to the file copy.
  10. All disciplinary letters and notes will be removed from an employee's personnel file after eighteen (18) months of issuance. A copy of all such disciplinary letters shall be provided to the employee, and, as soon thereafter as practicable, to the Chief Shop Steward. (Mgmt. counter, revert to original language- 7/24/18)

## Article VII Grievances

1. A grievance within the meaning of this Agreement shall be any 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. Except as provided in Article VI (Employment, Discipline and Discharge), Section 7, a grievance shall be presented within thirty (30) days after it occurs; otherwise, it shall not be considered a grievance. The steps of the grievance procedure are as follows:

Step 1. Wherever practicable, the aggrieved employee shall present his/her grievance to the Shop Steward who, in turn, will present it to the immediate supervisor. If it is the desire of the parties in the individual shops to eliminate the immediate supervisor at the first step, then this, by mutual agreement, can be worked out between the parties. Where the Union does meet with the immediate supervisor and the complaint is not satisfactorily settled within two (2) working days, the employee, the Steward and the immediate supervisor shall complete and sign a written complaint and forward the grievance to the next step in the procedure.

Step 2. Representatives of the Union and the Employer shall meet within three (3) days after the filing of any grievance. In the event of failure to reach satisfactory solution to the grievance

within five (5) working days, the grievance shall be referred to the next step in the grievance procedure.

Step 3. The Union representatives and persons designated by the Employer to represent the Employer shall meet and discuss the grievance within three (3) working days of the completion of the previous step. Any grievance not resolved within five (5) working days that this step shall be considered settled unless taken to arbitration within thirty (30) working days by either of the parties upon notice to the other party.

Step 4. An impartial Arbitrator shall be selected from a panel supplied by either the American Arbitration association (AAA) or Federal Mediation and Conciliation Service (FMCS), with the agency to be selected by agreement of the parties. In the event there is no mutually acceptable arbitrator on the panel, a second panel may be requested, and if there is no mutually acceptable arbitrator on the second panel, the agency shall be petitioned to appoint an arbitrator. The arbitrator shall render a decision within thirty (30) days after the case has been heard. The decision of the arbitrator will be final and binding on both parties. The arbitrator's fee shall be borne equally by both parties.

2. Failure to file a grievance in a timely fashion in one instance shall not preclude filing on a similar issue which occurs subsequently. This section shall not operate to waive a party's right to raise a defense to the grievance (e.g., of binding past practice).
3. The term "grievant" shall be considered to include: any individual member, a group of OPEIU members or the OPEIU Local 2.

## ARTICLE VIII

### Hours of Work – Overtime - Flextime – Compressed Hours AFL-CIO and WAI Hours of Work, Overtime, Flextime, Compressed Hours

1. **AFL-CIO and WAI Hours of Work (7/18/18)**
  - a. The regular workweek shall consist of five (5) days of ~~seven (7) six and one half (6 1/2)~~ hours, exclusive of lunchtime. ~~Generally the normal workday will be from 9:00 a.m. to 5:00 p.m.~~ Employees will normally take an hour lunch break between the hours of 12:00 p.m. and 2:00p.m., except where departmental needs dictate otherwise, or permission is granted by the employee's supervisor.
  - b. Employees required to work shifts which do not begin and end within two (2) hours of the normal workday (9:00 a.m. – ~~5:00 4:30~~ p.m.) shall receive a differential of ten (10) percent. Employees required to work a designated third shift will receive a fifteen (15) percent differential.
  - c. Work may not be performed at home, unless expressly authorized by the employee's supervisor or in the event of weather, emergency or similar circumstances that prevent the AFL-CIO headquarters from being open for business.
2. **AFL-CIO and WAI Overtime**

Work performed in excess of ~~seven (7) six and one half (6 1/2)~~ hours in any one (1) day, ~~thirty-five (35) thirty-two and one half (32 1/2)~~ hours in any one (1) week, shall be overtime. When an employee is requested to work overtime (other than Sundays and holidays), the overtime shall be compensated for at one-and-one-half (1-1/2) times the employee's regular straight-time hourly rate. An employee requested to work on the sixth day, Sunday or holiday, shall be guaranteed a minimum of four (4) hours overtime pay. All work performed on Sundays shall be compensated at double the employee's regular straight-time hourly rate. All work performed on holidays shall be compensated for at double the employee's regular straight-time hourly rate, in addition to his/her holiday pay. Overtime shall be distributed on the following basis:

- a. A rotating overtime roster by seniority will be maintained in each department and posted in the work area.
- b. The Employer agrees to provide in advance as much notice as possible for overtime.
- c. Overtime which is scheduled or anticipated in advance shall first be offered to the employee(s) who regularly performs the work in question. If the employee(s) declines the opportunity, the overtime shall be offered to the employee(s) next in line for overtime assignments on the overtime roster who can perform the work.
- d. Unscheduled overtime requiring continuation of the same job performed during the regular workday which was not anticipated in advance shall be assigned to the employee performing the job task during the regular shift.
- e. Exempt employees are not eligible for overtime pay.
- f. A beeper shall be provided to employees on call. Such employees shall be provided a reasonable amount of time to report to work.

### **3. AFL-CIO and WAI Compensatory Time**

- a. For hours worked ~~in excess of seven hours (7) hours in a day which do not result in the employee working in excess of 40 hours~~ ~~thirty-two and one-half hours (32 1/2) and forty (40) hours~~ in a week, employees shall have the option of taking compensatory time in lieu of overtime pay for each approved overtime hour worked in excess of ~~six and one-half (6 1/2)~~ ~~seven (7) hours in a day up to the fortieth (40) hours actually worked in a week~~ ~~a maximum of seven and one-half (7 1/2) hours worked per week~~, at the rate of one-and-one-half (1-1/2) hours of compensatory leave for each overtime hour worked.
- b. All requests to take compensatory time earned shall be made to the employee's supervisor, and must be approved in advance. Such approval shall not be unreasonably withheld, nor subject to Article VII (Grievances) of this Agreement.
- c. All compensatory time earned must be used by the end of the following pay period after it is earned. Any further extensions beyond that are at the Employer's option. If not used within that time, the employee shall receive overtime pay for those hours.
- d. It is understood that professional work performed by the exempt employees frequently requires time worked beyond a normal work day. In recognition of their irregular and lengthy hours, exempt employees shall receive eight (8) days of compensatory leave each calendar year, to be taken with appropriate notice and approval of the supervisor, absent unusual circumstances. The Employer has the discretion to grant additional compensatory leave for such employees in unusual circumstances.
- e. Compensatory leave normally should be taken as soon as practical after it is earned, but, in any event, no later than one (1) year after it is earned. Accumulation cannot exceed ten (10) days, and employees cannot be precluded from taking compensatory days in blocks of three (3) days or less. However, in instances where an employee has consecutive assignments or long-term projects which, in the view of the Employer and the employee, prohibit the employee from utilizing his/her accumulated compensatory leave within the specified limits, such limits shall be waived.

### **4. AFL-CIO and WAI Flextime**

- a. Employees' hours of work remain ~~thirty-five (35)~~ ~~thirty-two and one-half (32 1/2)~~ hours per week, with startup time of: for arrival no earlier than 8:00 a.m. and no later than 10:00 a.m., departure no earlier than ~~3:30~~ ~~4:30~~ p.m. and no later than ~~6:00~~ ~~6:30~~ p.m.
- b. Flextime will be offered to employees in those departments and field offices in which the department director or regional director concludes that flextime is feasible for one or more employees. Each department director or regional director shall decide based on operational needs how many permanent employees in the department or regional office shall be permitted to start work earlier and how many permanent employees shall be permitted to start work earlier

and how many permanent employees shall be permitted to start work later than normal, and based on that determination, the department director or regional director shall approve requests in the order of the employee's length of continuous service in the department or region (including leaves of absences and temporary assignments in other departments or regions).

- c. In approving flextime requests, the department director or regional director will fix the length of time for which the request is approved. An employee scheduled to work flextime may be required to work regular hours where emergencies in the department or region so require.
- d. Department director and regional director decisions relating to flextime shall be based on operational needs and differences under this Subsection 4 may be referred to the labor-management committee for resolution, but are not grievable or arbitrable under VII(Grievances) of this Agreement.
- e. If an employee working a flextime schedule transfers or is temporarily assigned to another department, the employee shall not be entitled to continue the flextime hours, but shall, upon request, be placed on a flextime roster within the employee's department.
- f. If an employee is hired or transferred into a position whose previous occupant worked a flextime schedule, the new employee shall not be required nor entitled to work flextime hours but shall instead, upon request, be placed on a flextime roster in the employee's new department.
- g. Flextime hours will not be posted on job notices.

#### 5. AFL-CIO and WAI Compressed Workweek

- a. A four (4) day, ~~thirty-five (35) thirty-two and one-half (32 1/2)~~ hour compressed workweek will be established for permanent employees and is subject to agreement between the employee and the department director or regional director. Employees working the four(4) day, ~~thirty-five (35) thirty-two and one-half (32 1/2)~~ hour compressed workweek shall report to work between 7:00a.m. and 9:30 a.m. with three (3) days of ~~nine (9) eight (8)~~ hours each and one (1) day of ~~eight and one-half (8 1/2) eight (8)~~. Additional alternative compressed workweeks may be offered, subject to mutual agreement between the parties.
- b. Department director and regional director decisions relating to compressed workweek schedules shall be based on operational needs. Differences under this Subsection (5) may be referred to the labor-management committee for resolution, but are not grievable or arbitrable under Article VII(Grievances).
- c. Overtime provisions of this Article shall apply, for hours worked excess of those defined in Subsection(a) above.

### ARTICLE IX

#### Wages

1. All AFL-CIO and WAI employees covered by this Agreement shall be paid in accordance with the salary schedules that are attached to this Agreement as Appendix A and B, ~~which reflect wage increases of two and one quarter percent(2.25%) effective July 1, 2011; two percent(2.0%) effective July 1, 2012; one and three quarters percent (1.75%) effective July 1, 2013; and one percent(1%) effective July 1, 2014. (8/29/18)~~
2. An employee promoted to a higher job classification shall receive an increase sufficient to make the employee's wages equal to the next higher rate in the new classification. This increase shall amount to ten dollars (\$10.00) or the next higher step, whichever is greater. The employee then shall be given credit for the number of months and days accumulated since the last progression increase was granted in order to determine when his/her next progression step shall be due.

3. An employee promoted or working in a classification that is greater than one (1) grade above the employee's classification shall be paid at the rate in such classification, to be calculated by moving to the next grade immediately above the employee's current grade and step that affords ten dollars (\$10.00) or greater, and continue such progression until the appropriate grade and step for which the work is being performed is reached.
4. An Employee promoted after August 31, 2005, to a higher grade that is at a fourteen (14) year or a Twenty-on (21) year longevity step of the higher classification and follow the contractual progression.
5. The maximum wage rates provided in the classification wage schedule shall not operate to reduce the wages of present employees receiving higher wages than are provided for in the wage schedule. There shall be no reduction in wages during the life of this Agreement except as provided in Article III (Seniority ~~and~~, Return Rights ~~and Surplused Employees~~), Section 2(b) and Article IV (Vacancy, Posting, Transfers and Probation), Section 6(d), and where an employee, at his or her initiative, moves to a lower-grade position. [this may need to change depending on where we end up with these other Articles]
6. An employee who is temporarily transferred to a higher-paid classification and who works in such higher classification at the automatic rate step in such classification as specified in Section 3 of this Article. An employee who is temporarily assigned driving duties shall be paid the differential for any driving assignment.
- ~~6.7.~~ The Employer agrees to discuss with the Union any proposal to abolish, create, or reclassify jobs which fall within the classification system agreed upon by the Employer and the Union, and which fall within the jurisdiction of the Union as recognized by Article I (Recognition).
- ~~7.8.~~ A leader or training differential of ten dollars (\$10.00) will be granted to those who qualify.
- ~~8.9.~~ For temporary vacancies of six (6) weeks or less in positions above the Grade II level, floaters will not be used before qualified employees within the department are considered for the vacancy.
- ~~9.10.~~ It is agreed that, where the Union feels that job classification is improperly slotted under the current classification system, the parties will the job in accordance with the Exhibit "B". Newly created jobs shall be evaluated under the classification system, in accordance with Exhibit "B".
- ~~10.11.~~ Direct deposit of salaries will be required for all employees.

#### **ARTICLE X Vacations**

1. Vacations with pay shall be granted to employees who have completed periods of continuous service with the Employer as follows:
  - 1) Employees accrue vacation at the rate of one (1) day per month of service during the first calendar year of their employment;
  - 2) After one (1) year, twelve (12) days;
  - 3) After three (3) years, seventeen (17) days;
  - 4) After eight (8) years, twenty-two (22) days;
  - 5) After eighteen (18) years, twenty-seven (27) days;
  - 6) After twenty-five (25) years, thirty-two (32) days.
  - 7) However, employees hired with five (5) or more years of labor-related employment or labor-related experience, and who had two (2) or more weeks of vacation annually in the job they held immediately prior to AFL-CIO employment, shall receive seventeen (17) days after completing one (1) year of continuous service until they complete eight (8) years of continuous service in accordance with number 4 of this section.

2. Employees shall not be entitled to take vacation until completing six (6) months' continuous service.
3. Each January 1, the Employer shall advance each employee the amount of vacation that the employee would accrue during the year, subject to Section 5 of this Article.
4. An employee who terminates his/her employment, or is discharged, with at least six (6) months but fewer than five (5) years of service will receive pro-rated vacation based on the portion of the year they have worked. The employee shall reimburse the Employer for the advanced vacation used.
5. An employee who terminates or is discharged from his/her employment with five (5) years or more of service will receive their full vacation pay for the year in which they terminate.
6. In the event of emergency or unforeseen circumstances, an employee may take up to four (4) days of vacation without prior scheduling with the Employer. Abuse of emergency leave is subject to disciplinary action.
7. All accrued pro rata vacation time shall be paid at the employee's option when taking maternity leave or other leaves of absence up to the time of the granting of the leave of absence or upon termination of employment, in accordance with Sections 4 and 5 of this Article. If the employee is not paid for accrued vacation and does not return to work, she or he (or her or his estate in case of death) will be paid for accrued vacation time on termination of employment (or death).
8. The vacation schedule shall be agreed upon by mutual consent but employees shall have preference in accordance with seniority. When an employee agrees to cancel a previously scheduled and approved vacation period at the request of the Employer, and the employee has placed a deposit on a vacation package, and has informed the Employer at the time the employee is asked to cancel, the Employer shall reimburse the employee in full for any monies lost due to cancellation.
9. It is the policy of the Employer to have vacation used in the year in which it is earned. ~~Employees with one (1) or more years of service will be permitted to bank one (1) week of vacation for each year of service up to a maximum of thirty five (35) days banked.;~~ Employees who have have thirty five (35) or more days banked as of August 2, 2011 will retain days in excess of 35 days but cannot replenish the bank until the bank falls below 35 days and can replenish only to the new limit of 35 days. banked vacation accrued under previous contract language may continue to use their banked vacation under the same procedures in effect for use of regular vacation, but can't accrue additional banked vacation if they have thirty (30) days or more of banked vacation. However, employees with less than 30 days of banked vacation can bank up to five (5) days (one-time) for the life of the contract, not to exceed 30 days of banked vacation. If the employee is eligible to bank up to five days, this is a one-time benefit during the life of the CBA. Employees will be paid for all banked vacation at termination of employment. ~~Employees may bank in increments of days.~~ Such weeks may be taken in conjunction with the normal yearly accrual in order to provide an extended vacation period. (7/18/18)
10. An employee may carryover two (2) weeks of vacation until January 31 and one of these two (2) weeks may be carried over until June 30 without approval of the Employer.
11. In cases in which the employee is unable (because of work demands) to take his/her vacation in the year in which it is earned, the Employer will consider reasonable extensions of this period, up to a maximum of six (6) months, to allow the employee to use up such vacation.
12. The Employer will permit banked vacation days to be withdrawn in increments of five (5) days and used as normal vacation, i.e., taken off a day at a time (or in units of less than a full week).
13. The Employer may grant pre-approved time off to an employee with no pay.

## ARTICLE XI Holidays



1. The AFL-CIO shall allow time off with pay for the following legal holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day. Time off with pay shall also be allowed on Good Friday, the day after Thanksgiving Day, and Presidential Inauguration Day.
2. When and if the official observance of any of the aforementioned legal holidays falls on a Saturday, time off with pay shall be allowed on the preceding Friday. When and if the official observance of any of these holidays falls on a Sunday, time off with pay shall be allowed on the following Monday. In addition, whenever Christmas Day, New Year's Day, or Independence Day falls on a Thursday, the Friday immediately following shall be observed as a paid holiday; and whenever Christmas Day, New Year's Day, or Independence Day falls on a Tuesday, the immediately preceding Monday shall be observed as a paid holiday.
3. The AFL-CIO headquarters will normally be open for business for the working days of the holiday period between Christmas Day and New Year's Day. ~~However, the OPEIU Local 2 Bargaining Unit shall be granted paid administrative leave for these work days in each year of this Agreement. Employees shall be entitled to use liberal leave for these work days. However, the Employer has the discretion to close the AFL-CIO headquarters for any of the work days between Christmas Day and New Year's Day, but if it does, it will be with pay. (5/29/18)~~

## ARTICLE XII

### Group Insurance and Retirement

1. Employees, retirees and a person with whom the employee or retiree maintains a committed relationship as defined by the Employer's Welfare Plan Summary Plan Description, surviving spouses, surviving partners and dependents shall be fully covered by the group medical, surgical, and hospitalization policy. Retirees shall be provided the same coverage as active employees. In order to be eligible for retiree health insurance, an employee hired before April 1, 2002, or any employee who retires on disability retirement, must have five (5) years of continuous service with the AFL-CIO and/or the National Labor College, with the service contiguous to the date of retirement, and an employee hired after April 1, 2002, must have ten (10) years of continuous service with the AFL-CIO and/or the National Labor College, with the service contiguous to the date of retirement. An employee hired on or after July 12, 2010 must have fifteen (15) years of continuous services with the AFL-CIO and/or the National Labor College, with the service contiguous to the date of retirement. Employees shall be fully covered by life and accidental death insurance policies and the present pension plan negotiated with the Employer.
2. Active permanent employees on the payroll using HMOs as their group health insurance plan shall be offered triple life insurance.
3. Effective the first day of the month after ratification of this Agreement, the following changes shall take effect:
  - a. Increase vision reimbursement up to three hundred fifty dollars (\$350.00) biennially.
  - b. Dental coverage shall be increased to an annual maximum of three thousand dollars (\$3,000.00) (80 percent of \$3,750.00) and the maximum lifetime orthodontia benefit will be increased to three thousand five hundred dollars (\$3,500.00) per participant. The maximum for dental and orthodontia benefits apply to any treatment underway in 2000 before April 1, as well as all future such care.
  - c. The prescription drug plan co-pay for brand-name drugs shall be fifteen dollars (\$15.00) for active employees and five dollars (\$5.00) for retirees. If the employee orders a three (3) month supply of brand-name drugs by mail, the co-pay shall be fifteen dollars (\$15.00) for the three (3) month supply. The co-pay for non-mail order generic drugs shall be one dollar (\$1.00) for both active employees and retirees. The co-pay for mail-order generic drugs

remains at zero dollars (\$0) for both active employees and retirees. The joint labor-management Health Care Committee will assess the impact of co-pay increases and will make appropriate recommendations.

4. All probationary and temporary employees who work for the Employer for more than thirty (30) days will be enrolled in the United Healthcare Plan through the AFL-CIO Health and Welfare Trust or a Health Maintenance Organization provided by the Employer's group health insurance plan, if it is available in the area in which the employee is working. Upon attaining permanent status, the probationary or temporary employee may change to any of the health plans provided by the Employer's group health insurance plan.
5. The Employer will provide life insurance and accidental death insurance for those employees covered by this contract in an amount equal to one hundred percent (100%) of the employee's annual salary plus one thousand dollars (\$1,000.00) not to exceed three hundred and fifty thousand dollars (\$350,000) except for those persons whose annual salary is less than fifty thousand dollars (\$50,000), the amount shall be one hundred percent (100%) of the annual salary plus six thousand dollars (\$6,000.00). The life insurance will be reduced by one-half (1/2) at the time of retirement. In consultation with the Union, the Employer shall offer group term life insurance to employees at the employee's expense. Employees may elect to pay for such insurance through payroll deductions.
6. No changes in the benefits under any such policies shall be made during the life of this Agreement without the express consent of the Union.
7. Each employee who retires shall be given a retirement gift of one thousand dollars (\$1,000), less applicable taxes.
8. Effective April 1, 1998, the percentage factor to calculate benefits for active participants shall be increased to three (3) percent from 2.8 percent for the first twenty-five (25) years of credited service. The 0.5 percent per year after twenty-five (25) years will continue.
  - a. Effective for any pension commencing on or after April 1, 2000, the Early Retirement 55-80 Pension shall be modified to eliminate the reduction for the commencement of that Pension prior to age 55.
  - b. Effective for pensions commencing on or after April 1, 2000, participants in the AFL-CIO Staff Retirement Plan who have attained age 60 and have been credited with 120 months of Credited Service shall be entitled to retire as of the first day of any month thereafter with — in lieu of any other pension provided under the Plan — a 60-10 Pension equal to the monthly Normal Retirement Pension amount described in Section 3.02(b) of the Plan without actuarial reduction for the commencement of such Pension prior to Normal Retirement Age. The 60-10 Pension will be available only to employees who retire directly from employment with an employer maintaining the Plan or directly from employment with an employer who has entered into a portability agreement under the Plan.
  - c. The Employer will amend the Pension Plan to include the following new plan options that are cost neutral to the pension plan, for current employees and any employee who was active before July 1, 2002:
    - (a) 50% Joint-and-Survivor
    - (b) 100% Joint-and-Survivor
    - (c) 5-Year Guarantee
    - (d) 10-Year Guarantee
    - (e) Joint-and-Survivor Pop-Up
9. Effective January 1, 2002, the Employer shall provide an increase of two percent (2%) of the monthly pension for retirees and beneficiaries who have been on the rolls as of March 1, 2002. Additionally, the parties shall recommend that the joint trustees of the AFL-CIO Staff Retirement Plan consider ways to further increase benefits for long-term retirees and beneficiaries who receive benefits based on many years of service. The Employer shall consider whether there will be an

increase for retirees and beneficiaries who have been on the rolls since January 1, 2006 and, if so, the Employer will meet with the Union to negotiate the amount of the increase.

10. Single pension participants, presently and in the future, may elect lump sum payment to an heir similar to the present provisions for married participants, with such provision to be costless to the plan.
11. The pension plan will pay Medicare Part B premiums.
12. The Employer will pay the cost of health insurance for surviving spouse beneficiaries who currently pay one-half (1/2) the cost of such insurance.
13. Retirees who, while active employees, elected up to one hundred fifty thousand dollars (\$150,000.00) life insurance coverage naming a disabled dependent as a beneficiary, may continue to elect that same coverage, with the Employer paying one-half (1/2) of the premium cost.
14. The Employer will have a 401(k) plan. The Employer will match 100% of employee contributions up to one-half of one percent (0.5%) of the employee's annual salary, with a floor of nine hundred dollars (\$900.00). An OPEIU representative will be on the 401(k) Board of Directors.
15. The Employer will continue to make available at employee cost an elder care and nursing home insurance policy for coverage of the employee, spouse or person with whom the employee maintains a committed relationship, parents and parents-in-laws.
16. The Employer shall continue the Dependent Care Reimbursement Account plan, established in 1991 pursuant to Section 129(a) of the Internal Revenue Code. Once claims equal or exceed the statutory maximum, the participant need not file additional claims; instead the claims already filed suffice for authorizing payment up to the maximum.

### ARTICLE XIII

#### Sick Leave

1. The Employer has and will continue to permit employees to take time off with pay when illness or injury temporarily prevents them from working. However, when the Employer believes that an employee is abusing sick leave, the Employer will deal promptly and systematically to correct the abuse in accordance with Exhibit "C" The Employer will first give the employee counseling, then a letter of warning. If the Employer intends to impose further discipline, the Employer will meet with the employee and a Union representative to discuss the problem before taking any disciplinary action.
2. Employees will be permitted to take up to two (2) hours for a reasonable number of non-emergency medical appointments, provided those appointments are scheduled early in the morning, late in the afternoon, or during lunch hours where possible. Prior to recurring up to two hour appointments (for example, every Tuesday and Thursday), medical documentation must be submitted to Human Resources. (TA 7/24/18)
3. When employees are sick, they are to telephone their department head or person designated by their department head by 9:15 a.m. or within the first fifteen minutes of the start of their work day.
4. Physical inability to work due to pregnancy will, except as noted below, be considered to be the same as inability to work due to sickness. An employee will automatically be awarded the period of her hospital confinement plus six (6) weeks of sick leave immediately following thereafter on account of pregnancy, and it will be presumed that is the normal length of physical disability Any employee claiming to be physically unable to work for any period other than the foregoing must, on request of the Employer, supply a certificate from her attending physician that the employee is physically unable to work, and may be required to be examined by a doctor chosen by the Employer. If the two doctors are in disagreement, they shall choose a third doctor, whose determination shall be binding. The expense of second and third examinations will be borne by the Employer.

5. Long-term Disability (9/12/18)

- a. The Employer shall provide long-term disability insurance that will provide qualifying permanent employees, after a waiting period of ~~seventy (70) consecutive workdays one hundred (100) continuous working days~~, with benefits equal to eighty (80) percent of the employee's salary. ~~The seventy (70) consecutive workday waiting period and the twelve (12) month long-term disability plan is a total benefit that is only available over the course of three years (a triennial benefit). Any extended consecutive sick leave of more than five (5) days will be applied to the seventy (70) consecutive workday waiting period.~~
- b. As soon as an employee who has sufficient service to be eligible for a disability retirement under the AFL-CIO Staff Retirement Plan ("is vested") becomes disabled, he or she shall apply for a disability retirement under that Plan.
- c. If an employee who is vested has a disability but it is unclear whether the disability is permanent, the employee is entitled to a maximum of ~~seventy (70) consecutive workdays one hundred (100) consecutive work days~~ of paid sick leave (at 100% of salary), followed by a maximum of ~~twelve (12) eighteen (18)~~ months of long-term disability benefits (at 80% of salary).
  - (1) Once the employee has been absent for ~~seventy (70) consecutive workdays 100 consecutive work days~~, he or she is required to apply for a disability retirement.
  - (2) If the disability retirement application is approved, the employee immediately shall cease receiving long-term disability benefits.
  - (3) If the disability retirement application is denied but the employee continues to qualify for long-term disability benefits, he or she may receive those benefits for a total maximum of ~~twelve (12) eighteen (18)~~ months, subject to 5(c)(3)(a) ~~and (b)~~ below:
    - (a) The employee is required to reapply for disability retirement as soon as it becomes clear the disability is permanent or once the employee has been receiving long-term disability benefits for six (6) months, whichever is sooner.
    - ~~(b) If this second disability retirement application is denied, the employee shall reapply for disability retirement once he or she has been receiving long-term disability benefits for twelve (12) months or as soon as it becomes clear the disability is permanent, whichever is sooner.~~
- d. A disabled employee who is not vested in the AFL-CIO Staff Retirement Plan is entitled to a maximum of ~~100-seventy (70) consecutive workdays consecutive work days~~ of paid sick leave (at 100% of salary), followed by a maximum of ~~twelve (12) eighteen (18)~~ months of long-term disability benefits (at 80% of salary), provided, however, that the employee is required to apply for a disability retirement as soon as he or she is vested in the AFL-CIO Staff Retirement Plan. Once the employee is vested, he or she shall apply for disability retirement as soon as it becomes clear the disability is permanent or at six (6) months intervals, whichever is sooner, until he or she has received long-term disability benefits for ~~twelve (12) eighteen (18)~~ months.
- e. If at any point an employee's application for disability retirement is approved, the employee immediately shall cease receiving long-term disability benefits.
- ~~f. This Section does not apply to employees who have an injury or illness with a definite return date more than one hundred (100) consecutive work days from the onset of their illness or injury.~~
- f. Sick leave cannot be used for cosmetic surgery but the Employer will consider granting sick leave if complications arise from the cosmetic surgery and are of the nature where sick leave would normally be permitted or such surgery would be considered reconstructive as a result of an illness or injury or birth defect.

**ARTICLE XIV**  
**Leave and Time Off**

1. When leaves of absence are granted to employees by the Employer, such leaves may be granted for a period up to one (1) year, with extensions beyond that period at the discretion of the Employer, except as provided in Sections 6 and 7 of this Article.
2. Employees inducted into the Armed Forces shall accumulate seniority, retain all rights and privileges and, upon return, be reinstated in their former positions, or comparable ones, provided applications are made within two (2) months after discharge.
3. Employees shall be provided leave with supplemental pay during periods of required jury service and for service resulting from subpoena by any court of competent jurisdiction. During required military service and for those who are members of military units that are reactivated for emergency duty (such as special not duty), for a period not to exceed two (2) weeks, supplemental pay from the Employer shall be an amount which, when combined with the pay received by the employee for such jury duty, subpoena, military service or emergency military duty, shall equal the total regular salary which would have been received by the employee from the Employer for the same period of time.
4. Employees who are eligible voters shall receive sufficient time off without reduction in pay to vote on election days, not to exceed two (2) hours.
5. An employee, on birth or adoption of his/her child, or gaining of a foster child, shall be permitted to take childrearing leave up to six (6) weeks with pay and/or additional childrearing leave up to five (5) months without pay, but without loss of seniority or benefits. Paid parental leave need not be taken consecutively. However, the scheduling of such leave must be mutually agreed upon in advance. Unpaid parental leave must be taken consecutively.
6. Employees shall be permitted a minimum of sixteen (16) weeks per year of leave without pay, but without loss of seniority or benefits, to care for a sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. This leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative, or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave.  
Employees shall be permitted up to ~~seven (7)~~ ~~six (6)~~ days of leave with pay per year to care, during a serious health condition, for a sick parent, spouse or child (or other relative residing with the employee or for whom the employee is the primary care giver) or a person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship. This paid leave also may be used to care for an employee's child during the child's illnesses, emergency medical appointments, parent-teacher conferences or unscheduled school closings. This leave need not be consecutive. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the sick relative or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship for whom the employee requests leave. (TA 7/24/18)  
Employees with seven (7) years of service shall be permitted four (4) weeks leave with pay during their employment, without loss of seniority or benefits, to care for a an elderly parent, or spouse, or person with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship, or child/stepchild, who is critically ill or suffers an acute illness, during their employment. If an employee's need for leave is foreseeable, the employee shall provide the Employer with reasonable prior notice of the requested

leave. The Employer also may require certification or reasonable verification to substantiate the health condition of the parent. (TA 7/25/18)

7. Authorized leave shall not interrupt the seniority of employees.
8. The Employer agrees to grant a leave of absence, without loss of seniority, but without pay, to any employee who is elected, or selected, for a union office which would involve full-time employment by the Local or International Union.
9. Time off with pay will be allowed for Union activities to authorized employees servicing the contract.
10. Employees shall be allowed five (5) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to spouse, or person with whom the employee immediately beforehand shared a residence and had maintained a committed relationship for at least six (6) months, son, daughter, mother, or father. Three (3) days' compassionate leave without loss of pay in the event of death in the immediate family, which shall be limited to mother-in-law, father-in-law, grandmother, grandfather (including spouses' grandparents), grandchild, step-mother, step-father, foster parent, sister, brother, son/daughter-in-law, or any other blood relative living under the same roof as the employee. Employees shall be allowed one (1) day of compassionate leave with pay for sister-in-law or brother-in-law, aunt, uncle, niece, or nephew and a co-worker in the same department. In addition, necessary time off for travel purposes as measured by the fastest practical mode of transportation, shall be granted upon request of the employee when, in the Employer's judgment, such additional time is warranted. For the purposes of this section, a domestic partner's relatives shall be treated as spousal equivalents.
11. Employees will be given off one-half (1/2) day after they have become permanent employees and Union members to permit the Union to take them through a planned program featuring the meaning of the American labor movement, the necessity for the new members being active, participating members in their shops, and bringing to the new members a knowledge of what organized labor has done for them as well as the other members of the American labor movement. The outline for this educational program will be worked out between the Employer and the Union.

## **ARTICLE XV Safety and Health**

### **1. Health Hazards**

- a. A labor-management committee will be established to review any safety and health problems that may be posed for employees who routinely use modern electronic technology including VDTs, mini-computers, word processing equipment, etc. It is the intent of the parties that such hazards, if existent, be identified and eliminated to the maximum extent feasible. The committee will make recommendations to resolve any such problems, thereby eliminating such health and safety hazards to the maximum extent feasible. The Employer shall provide the services of the AFL-CIO Department of Occupational Safety and Health.
- b. However, the Employer and the Union jointly recognize that any prolonged tasks performed on VDT equipment can and may influence the development of eye fatigue and physical discomfort. For employees using such equipment three (3) or more hours a day on a regular basis:
  - (1) The Employer also agrees to provide adequate and suitable work stations and agrees to make reasonable adjustments to present work stations in order to prevent discomfort.
  - (2) Each VDT will be inspected, cleaned and maintained every twelve (12) months by a qualified person for flicker, clarity of image, size of image, contrast, brightness and adjustability. Inspections will be more often if there is a user complaint.

- (3) These employees, once a year, shall be provided the opportunity for an eye examination. The cost of such eye examination, up to one hundred (\$100) dollars, and fifty percent (50%) of the cost of eye glasses, frames, or contact lenses, up to one hundred and fifty (\$150) dollars will be reimbursed by the Employer with prior approval of the Safety and Health Committee. The Employer recognizes VDT-related health problems. The Employer will continue to address these and any other job-related health problems through the Safety and Health Committee.
- c. The Employer also agrees that a hearing conservation program will be implemented (at the Employer's expense) for those employees who work in the areas of constant background noise (Department of Support Services: office machine operators; and Information Technology Department, computer operators, data entry operators and those persons working in the burster/slitter/seperator area).

2. **Employee Assistance**

- a. The Employer and the Union jointly recognize alcoholism, drug abuse and emotional problems as illnesses which are treatable. It is also recognized that it is in the best interest of the employee, the Employer and the Union that these illnesses be treated and controlled under the existing collective bargaining contractual relationship. Our objective is to help, not harm, and is for the rehabilitation and not elimination of the employee. Any employee who seeks treatment for any of the above illnesses shall, during their period of treatment, be entitled to all of the rights and benefits provided to other employees under this Agreement, but no additional rights.
- b. The Employer agrees to implement an Employer-paid Employee Assistance Program through the Community Services Agency of the Metropolitan Washington Labor Council, AFL-CIO and its nationwide counterparts.

**ARTICLE XVI**  
**Education and Training**

The basic objective is to build and retain a permanent work force of efficient employees who are well qualified to maintain a high level of proficiency and to raise their own potential for advancement and to obtain job security

Therefore, the Employer agrees to provide permanent employees with the opportunity to improve their knowledge, skills and abilities; emphasize career development options; and develop trained and skilled employees whose qualifications will enable them to be considered for higher-graded positions and to effectively perform the assigned job duties.

The Employer and the Union shall establish an education committee consisting of two (2) representatives from the Employer and two (2) representatives from the Union.

The committee shall keep the Union informed of available educational programs at the National Labor College ("College") as well as other educational opportunities which could be of value to Union members.

1. **Education**

- a. When an employee is required by the Employer to take further education, the Employer will pay the cost of, and provide the time for, such education.
- b. Longer-term Educational Programs: The Employer and the Union mutually recognize the need to improve the skills of bargaining unit employees. This benefit has been established in order to enhance employees' job performance and their professional growth.

- c. An employee who is pursuing a course of study related to work performed by the AFL-CIO, conducted by a recognized non-profit college or university, or by an educational institution accredited by nationally recognized agencies or associations, or by the Local Union, will be reimbursed for the costs of tuition, fees and textbooks incidental to such course of study up to a maximum of four thousand dollars (\$4,000) per school year. The following requirements must be met in order for an employee to be eligible for reimbursement under this provision:
- (1) The employee must be a full-time bargaining unit employee working thirtytwo-and-one-half (32-1/2) hours per week while participating in the program and must have completed one (1) year of service prior to enrollment.
  - (2) The course of study must be related to:
    - (a) The employee's current job; or
    - (b) Probable future work assignment; or
    - (c) Be part of a degree or certification program that has some relevancy to the employee's current job; and,
    - (d) Must be approved by the Secretary-Treasurer.
  - (3) Exclusive of the five (5) working days, the course of study must be on the employee's own time, unless specifically approved by the Secretary-Treasurer.
  - (4) The Employer shall advance the initial funding for the course, the cost of any fees for the class and books. The employee must provide evidence of satisfactory completion of the course with his/her application for reimbursement (a course grade of "C" or higher), in order to receive future advancements of funding; otherwise such funds shall be paid as a reimbursement if the employee provides evidence of satisfactory completion.
  - (5) The applicant is not eligible for educational benefits under the G.I. Bill or any type of scholarship or fellowship offered by an educational institution.
  - (6) The maximum lifetime benefit payable under this provision to any individual is sixteen thousand (\$16,000) dollars.
- d. At least ten (10) OPEIU employees per year chosen by seniority on a rotating basis shall be provided with paid time off. Such time may be utilized incrementally, or for a maximum of equivalent of one (1) week per year. Such aggregate or remaining increments not used by such employees, may be allocated to other OPEIU employees on the basis of seniority. The Employer shall advance the employee the funds to cover the course.
- e. Employees in the college degree program shall be paid transportation costs by the most cost effective reasonable mode of transportation costs by the most cost effective reasonable mode of transportation, one time per year.

## 2. **Career Training**

- a. In line with the basic objective of this Article, education, improvement and self-training are encouraged for training and development of bargaining unit employees.
- b. The Employer will pay the cost of and provide the time for on the job training programs.
- c. Training shall be offered on the basis of seniority, in accordance with Article III, Section 1(b).
- d. Core training shall be provided to individuals currently working in a classification that requires such training, including but not limited to:
  1. Software skills (i.e., word processing, graphics, presentation, spreadsheet and internet)
  2. Professional English skills
  3. Effective communication and customer service
  4. Effective proofreading and editing
  5. Managing time, stress and multiple priorities



6. General math and accounting techniques
  7. Printing, reproduction and distribution
  8. Computer technology and networking
- e. Advanced training and education shall include, but are not limited to pursuing a course of work that is of benefit to the labor movement. These types of courses may be provided by the AFL-CIO, other labor training institutes or programs offered by an Affiliate:
1. Advanced business writing skills
  2. Management skills for Executive Secretaries and Administrative
  3. Conflict Resolution, Facilitation and Mediation
  4. Organizing
  5. Graphic Design
  6. Collective Bargaining
  7. Contract Writing or Interpretation
  8. Economics
  9. Research
- f. Optional classes shall be offered for career enrichment strategies. An employee seeking additional training for upward mobility shall be provided the opportunity for such training.
- g. Training classes in and of themselves shall not make an employee better qualified under Article IV, Section 3(c).
- h. In the event that training programs are necessary to qualify employees for a job, the Employer agrees that it will make available training programs for each employee who desires such training on the software and computers that are used in the employee's department. The Employer will allow the employee reasonable time during the work day, consistent with the operational demands of the department, to participate in such training programs. The Employer agrees that employees within the Unit will be given first opportunity to qualify for such job training programs, before any persons outside of the Union are hired to fill such jobs.
- i. An employee in a career path who applies for a vacancy which requires proficiency on automated equipment such as word processors and similar technology or personal computers will not be disqualified for not having the skills, if the employee has not been trained or had the opportunity to utilize such skills. If the employee is otherwise qualified for the vacancy, appropriate training will be given and the employee will be expected to achieve a reasonable level of proficiency during the probationary period as provided in Article IV (Vacancy, Posting, Transfers and Probation), Section 6.
- j. If, after the employee has been released from training, the employee, in the opinion of the Employer, fails to perform satisfactorily the duties of the position, the Employer may return the employee for remedial training. The intention is to give the employee every chance to master the position.
- k. The education committee shall post optional classes. Those interested employees shall put in a request to the Human Resources Department with a copy to the Shop Steward. Available slots shall be filled in accordance with Section 2(c) of this Article.
1. Employees may be allowed, with approval of the department director, time off to attend institutes/classes at the Center related to the work performed by the AFL-CIO and in accordance with Section 1(c) 2(a) and (b) of this Article.

### **3. Professional Development Planning (TA 8/28/18)**

Within one (1) year of the signing of this contract an employee, in collaboration with the direct supervisor, department director, and the human resources director, through a pre-established process may will (need to change “will” to “may” to be consistent with intent) create a professional development plan that identifies his/her professional skills to be developed within the following two (2) years. This plan will include the following: how these skills will support department/organizational goals and objectives, resources needed deadlines for acquiring those skills, and accountability mechanisms of how those skills will be applied and utilized.

Employees will utilize professional development meetings, professional development peer groups, input from the department director and direct supervisor, and investments from the Employer to implement their individual two-year professional development plans:

1. Professional development meetings. This is the process for plan development. Over twelve (12) months, bargaining unit employees under direction from the HR Department, and in coordination with their direct supervisor and department director, will attend four (4) large meetings (e.g. introduction, two check-ins, and one closing) during which bargaining unit employees will be provided guidance in stages on developing their professional development plans (i.e. support of department/organizational goals and priorities individual goals, resources needed, deadlines, and application) by examining their current skill sets, determining future skill sets to be developed, and integrating input from their professional development peer group and department supervisor
2. Professional development peer groups. HR in consultation with the union will coordinate peer groups to best support employees through the planning process. Peer groups should include employees with diverse skillsets, background and experience. They will meet monthly at peer group members' convenience. These meetings will be no more than one hour a month, goal focused and solution oriented. Employees will utilize these peer group to share ideas, provide one-on-one guidance, and integrate input from the direct supervisor.
3. Role of department director and direct supervisor. Department directors and direct supervisors will establish needs of the department to determine skills to support individual goals and organizational priorities.
4. Accountability. Employees will meet with her/his direct supervisor every six months to ensure progress towards the goals of the plan. Within the plan term, employees will be provided multiple opportunity during which they may practice and demonstration their relevant skill sets.
5. Institutional investment: Each employee may use up to one thousand dollars (\$1,000) per year of the education and training opportunities referenced in Section 1 (Education), which will be pre-approved, of this contract to be used exclusively for his/or her professional development.
6. In addition to the education and training opportunities referenced in Section 1 (Education) and Section 2 (Career Training), employees will be able to utilize their funds to take pre-approved short-term courses and attend conferences, workshops, lectures and seminars related to professional development that supports individual goals and organizational needs. Employees will report back on the training to human resources to share the learnings with peers and managers.

#### 4. Provision of Input in Department

- a. Decision-making. Employees will be better integrated in the decision-making in their departments. Employees will be consulted on decisions with regards to modifying, adding and/or subtracting department processes, systems and/or protocol.

### ARTICLE XVII

#### Temporary, Agency and Grant Employees

##### 1. Temporary Employees and Agency Employees

- a. Temporary employees as described in this Article are employees covered by the terms and conditions of this Agreement except to the extent otherwise specified in this Agreement. Employment agency employees ("agency temps") are not employees of the AFL-CIO and are not covered by the terms and conditions of this Agreement.
- b. The Employer shall discuss with Union one (1) week in advance before hiring any temporary employees. This one (1) week time period will not apply where circumstances require that an agency temp be obtained within less than one (1) week. In the event that temporary employees are being used for reasons other than the provisions of Article XIII (sick leave), or Section 1(d) of this Article overtime shall be offered to available employees capable of performing the work in the department.
- c. Temporary employees cannot be employed beyond six (6) months except as specifically provided otherwise in this Article, or agreed to by both parties.
- d. Temporary employee(s) may be hired for "special projects" for a period not to exceed twelve (12) months, after consultation and agreement between the parties.
- e. The Employer shall not fill a position with an agency temp for more than thirty (30) days unless discussed in advance with the Union.
- f. Such temporary employees or agency temps shall not be used where, in effect, they would displace a permanent employee or prevent the posting of a permanent position or permanently reduce the composition of the bargaining unit positions.
- g. The Employer will furnish the Shop Steward in writing with the name, date of hire, department assigned, and type of employee (temporary or agency) and specific time period of employment, if applicable.
- h. If a temporary employee becomes a permanent employee, his/her hire date will relate back to the first day of hire as a temporary employee for purposes of seniority, vacation, pension, progression and longevity steps.
- i. Time spent as an agency temp shall not count for the purposes of employment with the AFL-CIO. If an agency temp becomes a temporary employee and then becomes a permanent employee, his/her hire date will apply in accordance with Section (h) of this Article.
- j. Temporary employees will not accrue vacation in their first six (6) months of employment. Temporary employees employed beyond six (6) months will accrue vacation at the same rate as permanent employees. Temporary employees shall accrue one (1) day of sick leave per month. Temporary employees hired for more than twelve (12) months shall be covered under Article XIII (Sick Leave).
- k. Temporary employees are required to comply with the Union security provisions in Article II (Union Shop) of this Agreement.
- l. Temporary employees shall be hired in accordance with Article IV (Vacancy, Posting, Transfers and Probation), Sections 1(b) and (c) and 4(c) of this Agreement.

- m. The Employer agrees that Article IV (Vacancy, Posting, Transfers and Probation), Sections (3)(c) and (4)(a) shall apply for the purposes of bidding priority (i.e., permanent, then temporary, then credit union, then outside applicants). Time spent in a temporary position shall not count towards qualifications for a posted job.
- n. During their first four (4) months of employment, temporary employees shall not be entitled to bid on any vacancies or newly-created positions, provided, however, that if the temporary position they occupy becomes permanent, the employee may bid on that position in accordance with Section (m) of this Article.
- o. The Employer will select temporary employees who bid on vacant positions to fill such positions providing that they meet the minimum qualifications for the positions. The Employer's determination of the temporary employee's qualification to fill the vacancy will not be subject to arbitration.
- p. If the work for which the temporary employee was hired continues to exist beyond six (6) months, unless as otherwise specified in Sections (c) and (d) of this Article, or the Employer determines prior to the six (6) month period that the new permanent position shall be posted in accordance with the terms of the Agreement.
- q. If a permanent position becomes available and there are no qualified permanent employee bidders for the vacancy, the Employer may waive Section (n) of this Article for a temporary employee.
- r. If a temporary employee's position becomes permanent and he/she bids into that position, the employee shall serve a reduced probationary period of two (2) months in accordance with Article VI (Employment, Discipline and Discharge), Section (b) of this Agreement.
- s. If a temporary employee bids into any other permanent position, he/she shall serve the three (3) month probationary period as provided in Article VI (Employment, Discipline and Discharge), Section 2 of this Agreement. The Employer may extend the probationary period for an additional month, provided the Employer has provided written progress reports which are corrective in nature, to the employee after the employee has been in the position for first month and second month.
- t. The intent of this provision is to provide continued employment opportunities to temporary employees whenever possible. However, if it becomes necessary to deviate from this procedure, the Employer will discuss the situation and the necessity for such deviation with the Union prior to interviewing an outside applicant for the position.
- u. The Sections of Article XIV (Leave and Time Off) that apply to temporary employees are 2, 3, 4, 7, and 10. The remaining Sections of that Article do not apply to temporary employees except as otherwise required by law and except for temporary project employees hired for a term of more than twelve (12) months.
- v. Temporary employees are not covered by Article V (Layoff, Severance and Recall) and Article XVI (Education and Training) of this Agreement.
- w. Temporary employees hired for more than twelve (12) months shall be given two (2) weeks' notice or two weeks' pay in lieu of notice.

2. **Grant Employees**

- a. Temporary employees hired for a specific grant at the National Labor College, lasting longer than six (6) months ("grant employees") shall be governed by the provisions of Subsections 1(h) (k) of this Article.
- b. Grant employees shall receive the same sick leave and vacation as permanent employees.
- c. Grant employees shall be entitled to health insurance coverage through the United Healthcare Plan through the AFL-CIO Health and Welfare Trust.
- d. All grant employees will be given the option of participating in the AFL-CIO Staff Retirement Plan or a designated individual retirement account. Contributions to the individual retirement accounts will be at a rate equivalent to the contributions made on behalf of employees participating in the AFL-CIO Staff Retirement Plan.

- e. The Sections of Article XIV (Leave and Time Off) that apply to grant employees are 2, 3, 4, 7 and 10. The remaining Sections of that Article do not apply to grant employees except as otherwise required by law.
- f. After completing a three (3) month probationary period, grant employees shall be disciplined or discharged only for just cause in accordance with Article VI (Employment, Discipline and Discharge), Section 4 except where employment is terminated because funding for the position ends. The Employer may extend the probationary period for an additional month, provided the Employer has provided written progress reports which are corrective in nature, to the grant employee after the employee has been in the position for the first month and second month.
- g. During their first six (4) months of employment, grant employees shall not be entitled to bid on any vacancies or newly-created positions.
- h. Should funding for a grant position end prior to the end of the annual budget period, a grant employee who has been employed on the grant for longer than twelve (12) months shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice. The Employer also shall continue health insurance coverage for such employees for a period of up to two (2) months so long as the employee does not obtain employer-paid insurance elsewhere.
- i. Grant employees are not covered by Article V (Layoff, Severance and Recall), Article XVI (Education and Training), and Article XVIII (Job Security), Section 1 of this Agreement.
- j. Grant employees will be notified annually of budget actions taken by the funding source which would affect their employment.
- k. If a permanent employee bids into a grant position, this section of the contract is not applicable.

### ARTICLE XVIII Job Security

1. **Automation**  
In the event that the Employer introduces or uses any new software or electronic data processing equipment, computer equipment, similarly-automated and/or technological office machinery, prompt notice will be given to the Union. The creation of any jobs not presently within the Unit will be posted to permit bidding by the employees within the Unit.  
  
No bargaining unit member shall be laid off due to the introduction of new technology/automation. The Employer will train all employees affected by the introduction of new technology/automation on said technology/automation before considering reassignment. However, the Employer reserves the right to reassign and require training for employees whose positions are eliminated as a result of the application of this provision and these employees shall not suffer a reduction or loss of pay. (TA 8/30/18)
2. **Subcontracting**  
No employee shall be laid off as a result of work being placed with an outside organization. However, the Employer shall have the right to reassign and require training for those employees whose positions have been eliminated as a result of outsourcing. ~~These employees shall be surplus in accordance with Article III (Seniority, Return Rights and Surplus Employees), Section (3). (9/5/18)~~

### ARTICLE XIX Transfers, Related Expenses

1. The Employer will pay employees required to transfer and or transferred in the exercise of layoff, ~~bumping or surplus rights~~ a flat moving allowance of two thousand dollars (\$2,000.00) and the cost of moving household goods from one location to another. Costs for storage and removal will not be paid. (9/5/18)
2. The Employer will pay transferred employees the costs of two trips for the employee, spouse or the person with whom the employee shares a residence and has maintained a committed relationship for at least six (6) months, or dependent to the new home base area for the purpose of locating housing.
3. For the purpose of reimbursing expenses while the employee is finding housing for a period of no more than sixty (60) days from the effective date of transfer, employees will receive out-of-town per diem while they live at a hotel and reasonable hotel reimbursement at the new location. However, this period may be extended up to ninety (90) days by mutual agreement.
4. In the event an employee is required to move to another city as a condition of employment by the Employer and is discharged or laid off, it is agreed that the Employer will discuss with the Union any reasonable claim for transportation or other moving expenses actually incurred in returning the employee and family to their home city.
5. An employee who is required by the Employer to transfer will be reimbursed one-half (1/2) of the customary realty commission up to ten thousand dollars (\$10,000.00), paid by the employee to a real estate agent in connection with the sale or purchase of the employee's residence.
6. Employees within one (1) year of being eligible to retire shall not be required to transfer as a condition of employment.

## ARTICLE XX Expenses, Parking and Travel

1. **Per Diem**
  - a. If an employee is required to attend a convention, meeting or conference in a location outside of the Washington, D.C. Metropolitan area (or, in the case of employees who work in other locations outside of the Metropolitan area in which they work), his/her per diem will be reimbursed for actual receipted expenses up to the government rate.
  - b. When an employee is required to attend a conference, meeting or convention where meals are provided, the Employer paid per diem will be reduced by the appropriate amount in accordance with the GSA meal reduction table.
  - c. If an employee is required or is otherwise pre-approved to use his or her personal vehicle in connection with the performance of work or travel, the AFL-CIO will reimburse the employee for mileage at the IRS business rate plus an additional seven cents (\$.07) per mile, and for tolls.
  - e. Alternatively, an employee may elect to receive a flat rate per diem of fifty-one dollars (\$51) instead of being reimbursed for actual receipted meal and incidental expenses as in Section 1(a). If the employee makes no election, the employee will be reimbursed under Section 1(a). (TA 7/25/18)
2. **Parking (7/16/18)**
  - a. The Employer will reimburse employees for actual receipted parking expenses, tolls and fares other than expenses incurred as a result of commuting to and from work. Such parking expenses exceeding fifteen dollars (\$15.00) per day shall require a written explanation and justification.
  - b. For each employee employed in a city other than Washington D.C., the Employer will continue its practice as to that particular employee concerning providing parking or reimbursing the employee for public parking expenses incurred in commuting to and from work at those offices.

- c. If an employee is offered a parking space at Headquarters and declines to accept the space, the employee will retain his/her place at the top of the parking waiting list. The employee will be offered the next available space.
- d. The Employer ~~shall has~~ implemented an Internal IRS conforming, pre-tax, salary-deduction program for employee parking expenses incurred in commuting to work. Employees shall be allowed the maximum amount allowable under the IRS to be deducted from payroll. The current amount allowable is two hundred and ~~sixty thirty~~ dollars (\$2360.00) per month, but would include the fair market value of the parking provided at headquarters referenced in (e) below which is imputed to employees parking at Headquarters- (TA 9/11/18)
- e. Upon ratification of this agreement, there will be no monthly charges and no monthly deductions from pay checks for the monthly parking spaces provided by the AFL-CIO at Headquarters. However, employees who are offered and accept a parking space at Headquarters will be treated as receiving the fair market value of that parking spot which currently is within the IRS designated allowable amount of \$260 per month. Any amount over the allowable amount during the term of this agreement will be imputed as taxable income. Effective upon finalization of the IRS program, the monthly parking in spaces provided by the AFL-CIO in Washington, D.C. shall be thirty-five (\$35) per month. (TA 9/11/18)
3. **MetroChek/SmartBenefits** — The Employer will allow employees, at their option, to elect a pre-tax deduction of up to the maximum amount per month permitted by the Internal Revenue Service (IRS) for the cost of MetroChek/SmartBenefits or similar benefit available in the field offices.
4. **Meal Allowance** — The Employer agrees that under "special circumstances" and with the approval of the Secretary-Treasurer's office or when an employee works more than three (3) hours beyond the normal quitting time, a meal allowance of ten (\$10.00) or meal will be provided upon request to employee(s) who are required by the Employer to work through the dinner hour.
5. **Travel** — Employees need not stay over a weekend in order to reduce travel costs, although employees are encouraged to do so if the discount would result in significant savings. Employees who are authorized to travel on behalf of the Federation may receive an advance of their anticipated reimbursable expenses. Advances are limited to anticipated group transportation expenses, lodging and other miscellaneous expenses that will be paid in cash by the employee and can not exceed \$2,000. A copy of the approved Travel Authorization Request Form must be attached to the check request form for the advance. In the event that the travel schedule is changed and the advance exceeds the reimbursable expenses, a check from the employee for the difference must be attached to the expense report. Even if the advance equals the reimbursable expenses, an expense report must still be submitted by the employee.

## ARTICLE XXI

### **Non-Discrimination/Non-Harassment (TA 7/18/18)**

The Employer will conform to and comply with all applicable Federal, state and local government laws concerning discrimination. The Employer further agrees not to discriminate against any employee on account of sex, race, color, creed, religion, disability, age, pregnancy, sexual orientation or preference, gender identity, or national origin. Sexual harassment will be considered sex discrimination for the purposes of this Article.

The AFL-CIO is committed to providing a work environment in which all employees are treated with respect and dignity. Employees have the right to work in an atmosphere that promotes equal employment

opportunities and prohibits discriminatory practices, including harassment. Accordingly, the AFL-CIO prohibits and will not tolerate harassment based on race, color, creed, religion, sex, sexual orientation or preference, pregnancy, gender identity or expression, age, national origin, disability, or any other protected characteristic as established

## **ARTICLE XXII**

### **Inclement Weather Policy**

1. Any changes to the AFL-CIO headquarter building operating status in the event of inclement weather, including arrival and departure times and building closures, will be determined by the executive office. In the event of a natural disaster and or emergency weather situation, OPEIU Local 2 and HR will meet to discuss and address employees' safety and organizational needs. It is the policy of the Employer to follow the guidelines set by the Federal, state, local government for its employees with respect to closing, reporting and departure times in the event of inclement weather. The Employer will follow for employees in the D.C. Headquarters the guidelines set by the Federal Government for the Washington Metropolitan area, and for field office employees, the guidelines set by applicable state and local government that are broadcast on local radio and television stations. (5/29/18)
2. If the executive office ~~government~~ declares a liberal leave policy, employees shall have the right to take annual leave whether at home or at work, absent special circumstances.
3. If an employee is required to stay at work due to an extreme work emergency and weather conditions warrant an early departure, the employee will be provided hotel accommodations and per diem, if they are unable to go home because of weather conditions.

## **ARTICLE XXIII**

### **Labor-Management Committees**

1. A joint labor-management committee will be established of two (2) representatives selected by the Employer and two (2) representatives selected by the Union. Either the Employer or Union may select up to two (2) additional representatives to serve on the committee. The committee will meet at least monthly or by mutual agreement at a different frequency. The labor-management committee will seek to identify and resolve issues of mutual concern to the Employer and the Union, as well as employees the latter represents. The labor-management committee further will be used to facilitate attaining the goals of the Employer, and enable employees to be more effective and productive in accomplishing the Employer's mission. The committee may take up non-grievance issues that affect the relations of an employee and the Employer, and by mutual agreement may consider matters that are subject to the grievance and arbitration provisions of this Agreement.
2. A labor-management committee will be established to study and make recommendations to the committee established in paragraph (1) of this Article, concerning the evolution of technology and its effect on Union work. The committee will consist of representatives from OPEIU and the Employer. A joint meeting may also be held with the TNG, OPEIU and the Employer. It is the intent of the parties to take advantage of the evolution of AFL-CIO workplace technology as an opportunity for increased efficiency, effectiveness and employee development and training.

## **ARTICLE XXIV**

### **Miscellaneous**

1. Employees shall not bring children to work except for limited periods of time in cases of emergency or when otherwise absolutely necessary.
2. Children will be allowed in the inner office of the Department of Support Services, but not in the shop area where the machinery is located. Children will not be permitted to use personal computers.



- Parents will be responsible for the costs of repairing equipment or other property damaged by their children.
3. Employees may eat at their desks provided it does not interfere with performing their work or detract from the professional environment.
  4. Employees may make reasonable personal use of office equipment, including computers, provided the equipment is not removed from the Employer's premises, and the use does not interfere with the employee's performance of his or her job duties. Except for equipment, such as, without limitation, a laptop computer, assigned to an employee, office equipment is not to be removed from the Employer's premises without advance consent.
  5. The payment of a Christmas Bonus by the AFL-CIO is discretionary ~~for the term of the July 1, 2015 - March 31, 2018 Collective Bargaining Agreement.~~ (TA 7/18/18)
  6. Upon ratification of this agreement, management will conduct a survey of bargaining unit members who use computers in connect with their work to determine if they want a standing desk. After the survey is completed, management will make a group purchase of standing desks for all bargaining unit members who expressed a desire for a standing desk. Providing of standing desks in accordance with this provision will not be contingent on proof of medical need for an accommodation. (TA 9/11/18)

#### **ARTICLE XXV No Reduction in Benefits**

1. After the signing of this Agreement, there will be no reduction in benefits during the life of this Agreement unless there is a written agreement by the parties. The signing of this Agreement shall not act in any manner to reduce or abrogate any employee benefits existing in contracts in effect at the time of the signing of this Agreement. (TA 8/1/18)
2. All existing established past practices in a labor relations sense not altered or removed by this Agreement shall remain in effect. (TA 8/1/18)
3. The Employer retains its traditional management rights not limited by this Agreement.
4. Management reserves the right to establish workforce numbers, hours and days of operations with proportional pay to assure the federation's operations are stable and financially viable. (7/16/18)

#### **ARTICLE XXVI Controls Savings Clause**

If government controls are instituted affecting this Agreement, the Employer will implement this Agreement to the fullest extent possible under such regulations, including diversion of any disallowed economic provisions to other allowed benefits.

#### **ARTICLE XXVII Duration and Renewal**

This Agreement will take effect as of July 1, 2015 and remain in effect until March 31, ~~2018~~ 2023, and from year to year thereafter subject to the provision that this Agreement may be reopened or terminated by either party upon written notice ninety (90) days prior to the expiration date. If such negotiations do not result in a new Agreement prior to the expiration of this Agreement, the new Agreement shall be made retroactive to the expiration of this Agreement, but in no event shall the new Agreement be retroactive for

a period of more than one hundred twenty (120) days from expiration of the contract except by mutual consent.

**Article (TBD) - Successorship Clause**

**1.**— This Agreement shall be binding upon the successors and assigns including an entity resulting from any affiliation or merger (hereinafter “successors”) of the Employer through the term of the Agreement. The Employer promises that in such event it will secure an enforceable agreement, in writing, of the successor to assume the Employer’s obligation under this Agreement through the term of the Agreement.

**2.**— Upon request, the Employer will provide information to the OPEIU in accordance with its legal obligations.

**3.**— The Employer agrees to notify the Union of any such event at least thirty (30 ) days prior to the effective date of any transaction.

**Exhibits**

**Exhibit A – MOA**

**Delete**

**Exhibit B – MOU, Job Descriptions/Job Evaluation/Wage Structure**

**10.** By the end of the first quarter each year, each employee will sit down with his/her direct supervisor to review his/her job description for accuracy. The content of these discussions will be written down and reported to the department head and Human Resources Department. A copy will be provided to the employee. (TA 9/12/18)

**Exhibit C – MOU, Sick Leave**

**Remove “unlimited”**

**Exhibit G – Surplusing Memorandum**

**Delete**

**Exhibit I – NLC/Surplusing**

**Remove Kandy Morton**

**Exhibit J – Cafeteria Employees**

**Delete**

**Exhibit K – MOU, Catastrophic Layoff**

**Delete**

**Exhibit L – Downsizing**

**Delete**

**Exhibit M – MOU, Project Employees**

**Delete**

Exhibit X – Grade 8 Criteria

The Employer and OPEIU will initiate a discussion to establish Grade 8 criteria within sixty days of signing of this agreement. (9/12/18)

Add a Memorandum of Understanding

MEMORANDUM OF AGREEMENT Related to the creation of a Pension and Health and Welfare JLMC

1) OPEIU and the American Federation of Labor and Congress of Industrial Organizations (“the AFL-CIO”) enter into this Memorandum of Agreement (MOA).

2) The parties to this MOA share a commitment to the retirement security of all AFL-CIO employees and retirees, as well as to the long-term stability and preservation of the AFL-CIO Staff Retirement Plan (“the Plan”) and to maintaining a comprehensive and cost-effective healthcare plan.

3) The parties will form a joint labor-management committee (“the Committee”) to educate members and explore options for unfreezing salary levels used to determine final average salary in the calculation of benefits under the Plan and changes that could be made to insure a comprehensive and cost-effective Health and Welfare Plan.

4) This Memorandum of Agreement is effective on the date the contract is signed by the parties. (5/29/18)

New MOU – On or before the beginning of the 4<sup>th</sup> anniversary of this agreement’s effective date, the parties agree to reopen the collective bargaining agreement only as to Article IX Wages (and Appendix A and B) for possible increases in wages, but not decreases. (August 30, 2018)

MOA – Ratification Bonus upon ratification of the agreement

1<sup>st</sup> year - \$1,250 (ratification date of CBA to be processed within 3 weeks)

2<sup>nd</sup> year - \$1,250

3<sup>rd</sup> year - \$1,250

