

To AFL-CIO management:

1. The attached counterproposal dated March 05, 2019 only includes articles to which changes were made.
2. The attached counterproposal dated March 05, 2019 is composed of the following:
  - a. Tentative agreements made during mediation on and between October 23, 2018 and November 08, 2018. These are the same tentative agreements in the fourth column of rows 01 through 17 in the attached document, "Comparison of proposals – AFL-CIO 2019 01 10."
  - b. The draft MOU sent from President Lanigan to President Trumka during the weekend of January 19, 2019, which was provided to Rich Barchiesi from Dan Dyer on February 26, 2019.
3. For brevity, the attached counterproposal dated March 05, 2019 does not include *all* sections tentatively agreed upon by OPEIU Local 2 and AFL-CIO that were not explicitly mentioned in the document given to Jessica Maiorca from Rich Barchiesi on January 10, 2019 (examples: TAs from July 2018). However, OPEIU Local 2 still recognizes these tentative agreements.
4. The attached counterproposal dated March 05, 2019 does not include all articles of the contract between OPEIU Local 2 and the AFL-CIO covering the period of July 1, 2015 through March 31, 2018.
5. The attached counterproposal dated March 05, 2019 is a package deal.
6. OPEIU Local 2 understands that AFL-CIO is taking the position of negotiating from the Last, Best and Final Offer (LBFO) dated September 12, 2018. OPEIU Local 2's position is that the LBFO was illegally imposed on OPEIU Local 2, and that OPEIU Local 2 and AFL-CIO had not reached a good faith impasse on September 12, 2018. Among other supporting evidence, AFL-CIO management later made movement during mediation (October 23, 2018-November 08, 2018).

**Article III**  
**Seniority, and Return Rights and Surplused Employees**

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

**Confidential Positions**

- a. An employee covered by this Agreement who ~~is has become, or who becomes,~~ a confidential secretary in the immediate offices of the President, Secretary-Treasurer, ~~and~~ Executive Vice-President, **General Counsel or Human Resources** and ~~the Department of Field Mobilization (one position)~~ or other office as specified by mutual agreement **as of ratification**, 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 **during the six (6) month probationary period. (TA'd 10/24/18)**

**An employee currently working in the above stated offices prior to October 1, 2018 and who has a return rights letter on file shall be allowed to return to the bargaining unit if her or his position is abolished and a vacancy is available. (Not TA'd)**

**Two employees currently in a confidential position shall have the right to return to the OPEIU bargaining unit vacancies within thirty (30) days after the ratification of the Agreement. (Not TA'd)**

- 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.~~

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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date

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date

**Article IV**  
**Vacancy, Posting, Transfers and Probation**

**4. Applications**

- b. When **confidential** vacancies occur in the immediate offices of the President, the Secretary-Treasurer, the Executive Vice-President or the ~~Department of Field Mobilization,~~ **Human Resources or General Counsel** such vacancies shall be **posted**. ~~filled from within the bargaining unit. These vacancies shall be posted;~~ However, selection of the employee to fill such vacancy shall be at the sole discretion of the President, the Secretary-Treasurer, the Executive Vice-President, **the director of Human Resources or the director of Legal.** ~~or the Director of the Department of Field Mobilization.~~ It is further understood that every applicant in each situation need not be interviewed. ~~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.

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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**Article V**  
**Layoff, Severance and Recall**

2. **Effective upon the signing of the contract, there shall be no layoff or furlough of an OPEIU Local 2 bargaining unit member during the first and/or second year of the Agreement (a period of two (2) years).**
4. **The Employer is committed to shared and proportionate sacrifice across all bargaining units and management.** 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 and membership levels that determine if a **decision to layoff, or furlough** ~~catastrophic layoff or surplus situation~~ is warranted ~~in effect~~.
5. The Employer will conform to applicable law concerning its duty to provide information to and bargain with the Union about **furloughs**, 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, **retirement incentives**, reduced hours or **furloughs, job sharing, programmatic changes, and/or** other agreed upon cost saving measures. If the parties deem it appropriate, they will meet to negotiate an incentive package ~~and 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.
6. **A limited furlough may be utilized in year three (3) or year (4) of this Agreement to avoid layoffs. It is agreed that there will be shared sacrifice across-the-board at the AFL-CIO, to include management and other bargaining units to trigger the furlough.**
7. **In recognition of the seven (7) year wage freeze, the furlough shall be limited to twelve (12) working days over a two (2) year period. Any additional furlough greater than twelve (12) working days in the two (2) year contract period, shall be by mutual agreement between the parties. The furloughed leave-with-out-pay (LWOP) shall be scheduled at the employee's discretion and taken in one (1) day increments; provided such leave is taken within a one (1) year period. The method of offsetting the wages shall be agreed upon between the parties prior to the furlough.**

**11. Layoff**

- 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~~ **shall not** deviate from strict seniority, ~~in some instances, but~~ it is the intention of this clause to provide maximum protection for seniority. ~~No Employees 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.~~

- b. 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 fifteen (15) working days in advance of the seventy (70) days' notice to the affected employees, or alternatively, the Employer shall provide 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.~~
- ~~1) 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.~~
- ~~2) 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.~~
- c. -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)~~ **ten (10) working** 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 (70) calendar days' notice to the employee to be bumped ~~until the end of the sixty (60) working days period~~ **within five (5) working days of receiving notice** from 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.
- d. 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. **(Moved, previously number 5)**
- e. 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.

- f. **Employees will not be required to bump cross-craft but may elect to do so. If working cross-craft is the only alternative for the employee, said employee may elect to be laid off. (Moved from MOU 10/24/18)**
- 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 **or be laid off**. 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. **(Not TA'd)**

**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. 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. **Effective October 2020 employees with ten (10) or more years of service shall receive three (3) weeks of severance for each year of service.** 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.

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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date

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## 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**

- 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 work day will be from **9:00 AM to 5:00 PM** Employees ~~will~~ **shall annually select** ~~normally take a thirty (30)-minute or one-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. – ~~4:30~~**5:00** 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 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 he job task during the regular shift.
  - e. Exempt employees are not eligible for overtime pay.
  - f. A ~~beeper~~ **cell phone** 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 ~~7:00~~ **8:00**-a.m. and no later than 10:30 a.m., departure no earlier than ~~3:30~~ **3:00** 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 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.

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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date

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**Article IX**  
**Wages**

- c. 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.~~ **The wage scale/steps weekly rates for grade six and below shall be increased by two-and-one-half (2.5) hours of pay. All employees shall receive a bonus of \$2500 effective the first week after ratification. All employees shall receive a \$1500 bonus effective April 1, 2019. All employees shall receive a \$1000 bonus effective April 1, 2020. On or before April 1, 2021, the parties agree to reopen the Collective Bargaining Agreement only as to Article IX Wages for possible increases in base wages, but not decreases. Current steps remain the same.**

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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**Article X  
Vacations**

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 thirty five (35) or more days banked as of August 2, 2011 will retain days in excess of thirty five (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 thirty (30) days of banked vacation can bank up to five (5) days one (1) time for the life of the contract, not to exceed thirty (30) days of banked vacation. If the employee is eligible to bank up to five (5) 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.

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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**Article XI**  
**Holidays**

No changes.

The parties tentatively agree to no changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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**ARTICLE XIII**  
**Sick Leave**

5. Long-term Disability

- 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 (**a triennial benefit**). **When consecutive sick leave of more than ten (10) days is taken, the days in excess of ten (10) days shall be deducted from the seventy (70) consecutive workday waiting period at 100% pay.** ~~Any extended consecutive sick leave of more than five (5) days will be applied to the seventy (70) consecutive workday waiting period.~~
- cb. 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.
- de. 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.
- ed. A disabled employee who is not vested in the AFL-CIO Staff Retirement Plan is entitled to a maximum of ~~100~~ **seventy (70)** 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.
- fe. If at any point an employee's application for disability retirement is approved, the employee immediately shall cease receiving long-term disability benefits.

- g. **The Employer and the Union shall meet within sixty (60) working days following ratification to explore the feasibility of a long-term disability plan. The plan should provide a minimum of 66+2/3% of the employee's salary.**
- ~~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.~~
- hg. 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.
- i. **All employees who have a documented long-term major illness shall be grandfathered under the current terms and conditions of the 2015-2018 collective bargaining agreement, reflected in Memorandum of Understanding Y.**

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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date

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date

## **Article XVI Education and Training**

### **3. Professional Development Planning**

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 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.

The parties tentatively agree to these changes in this Article.

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For the AFL-CIO

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For OPEIU Local 2

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**ARTICLE XXI**  
**Non-Discrimination/Non-Harassment**

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.**

The parties tentatively agree to these changes in this Article.

\_\_\_\_\_  
For the AFL-CIO

\_\_\_\_\_  
For OPEIU Local 2

\_\_\_\_\_  
date

\_\_\_\_\_  
date

**Article XXII**  
**Inclement Weather Policy**

No changes.

The parties tentatively agree to no changes in this Article.

\_\_\_\_\_  
For the AFL-CIO

\_\_\_\_\_  
For OPEIU Local 2

\_\_\_\_\_  
date

\_\_\_\_\_  
date

**Memorandum of Agreement  
Related to the creation of a Pension and Health and Welfare JLMC**

1. OPEIU **Local 2** and the American Federation of Labor and Congress of Industrial Organizations (“the AFL-CIO”) enter into this Memorandum of Agreement (MOA).
2. The Pension and Health and Welfare JLMC (“JLMC”) shall consist of staff representatives and shop stewards from OPEIU Local 2 and the Guild. Trustees of the Plans shall be invited to attend meetings whenever requested. The JLMC shall be provided with all information provided to the trustees. All decisions and recommendations from the JLMC will be done on the basis of consensus.
3. 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.
4. The parties will form a Pension and Health and Welfare JLMC (“JLMC”) ~~joint labor management committee (“the Committee”)~~ to educate members and explore options for maintaining or improving pension benefits. ~~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.
5. This Memorandum of Agreement is effective on the date the contract is signed by the parties.

The parties tentatively agree to this MOU.

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For the AFL-CIO

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For OPEIU Local 2

\_\_\_\_\_

date

\_\_\_\_\_

date

**Memorandum of Understanding Y  
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.**
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**
  - a. **The Employer shall provide long-term disability insurance that will provide qualifying permanent employees, after a waiting period of one hundred (100) continuous working days, with benefits equal to eighty (80) percent of the employee's salary.**
  - 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 one hundred (100) consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of eighteen (18) months of long-term disability benefits (at 80% of salary).**
    - (1) **Once the employee has been absent for 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 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 consecutive work days of paid sick leave (at 100% of salary), followed by a maximum of 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) month intervals, whichever is sooner, until he or she has received long-term disability benefits for 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.**
  - g. **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.**

The parties tentatively agree to this MOU.

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For the AFL-CIO

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For OPEIU Local 2

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date

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date