

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between**

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

**and**

**UNITED WAY, INC.  
(dba UNITED WAY OF GREATER LOS ANGELES)**



**July 1, 2017 to June 30, 2020  
(Wage Reopener 2019)**

ARTICLE 1 – RECOGNITION .....	3
ARTICLE II – NON DISCRIMINATION .....	3
ARTICLE III – RETAINED RIGHTS .....	3
ARTICLE IV – WORK STOPPAGE .....	5
ARTICLE V – DUES/AGENCY SERVICE FEE AND CHECK-OFF .....	7
ARTICLE VI – UNION REPRESENTATION .....	8
ARTICLE VII – GRIEVANCE PROCEDURE .....	9
ARTICLE VIII – ARBITRATION .....	10
ARTICLE IX – DISCHARGE AND DISCIPLINE .....	12
ARTICLE X – SENIORITY .....	12
ARTICLE XI – FURLOUGH, LAYOFF AND RECALL PROCEDURE .....	13
ARTICLE XII – HOURS, OVERTIME, PREMIUM PAY AND EMPLOYEE PARKING .....	16
ARTICLE XIII – LUNCH AND BREAK PERIODS .....	17
ARTICLE XIV – HOLIDAYS .....	17
ARTICLE XV – VACATION .....	18
ARTICLE XVI – CLASSIFICATION, WAGES AND MERIT INCREASES .....	19
ARTICLE XVII – TRANSFERS .....	21
ARTICLE XVIII – SUPERVISORS .....	22
ARTICLE XIX – SUBCONTRACTING/VOLUNTEER .....	22
ARTICLE XX – SUBSTANCE ABUSE .....	22
ARTICLE XXI – PROFESSIONAL DEVELOPMENT .....	23
ARTICLE XXII – JURY DUTY .....	23
ARTICLE XXIII – SICK, PERSONAL AND BEREAVEMENT LEAVE .....	23
ARTICLE XXIV – LEAVES OF ABSENCE .....	24
ARTICLE XXV – TEMPORARY EMPLOYEES .....	24
ARTICLE XXVI – PROJECT EMPLOYEES .....	25
ARTICLE XXVII – PART-TIME EMPLOYEES .....	25
ARTICLE XXVIII – POSTING OF NOTICES .....	26
ARTICLE XXIX – SAVINGS CLAUSE .....	26
ARTICLE XXX – SUCCESSORS .....	26

ARTICLE XXXI – EMPLOYEE BENEFIT PLANS ..... 26  
ARTICLE XXXII – ENTIRE AGREEMENT..... 27  
ARTICLE XXXIII – DURATION AND TERMINATION ..... 28  
CHECK-OFF AUTHORIZATION - EXHIBIT “A”..... 29  
JOB CLASSIFICATION AND SALARY BAND – APPENDIX “A” ..... 30  
UNITED WAY’S SUBSTANCE ABUSE POLICY – APPENDIX “B” ..... 31  
COMPETENCIES – APPENDIX “C” ..... 34

## **AGREEMENT**

This Agreement made and entered into this 1<sup>st</sup> day of July 2017, by and between UNITED WAY, INC., dba United Way of Greater Los Angeles, whose address is 1150 S. Olive St., Suite T500, Los Angeles, CA 90015, hereinafter referred to as the “United Way”, and OFFICE and PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30, AFL-CIO, whose address is 750 West Arrow Highway, Second Floor, Claremont, CA 91711 hereinafter referred to as the “Union”.

### **WITNESSETH:**

#### **ARTICLE 1 – RECOGNITION**

- A. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of its Regular and Project Non-Exempt employees at its facilities located in the County of Los Angeles, California in the Job Classifications listed in Appendix A coming under the jurisdiction of this Agreement. Appendix A will be updated from time to time in accordance with the provisions of Article XVI.
- B. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

#### **ARTICLE II – NON DISCRIMINATION**

- A. There shall be no discrimination by the Union or the United Way of any kind against any employee on account of race, color, gender, sexual orientation, age, religious belief, national origin, union membership or non-union membership, marital status, veteran status, citizenship, physical or mental disability or medical condition, except to the extent that an individual’s ability to perform his or her job is affected.

#### **ARTICLE III – RETAINED RIGHTS**

- A. In order to operate its business, the United Way, at its sole discretion, retained the exclusive right and power to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:
  - i. The corporate structure including the use of staff and volunteers, schedules, standards, and priorities in respect to fundraising, planning and allocations, and all other operations and all other related issues having to do with the essential voluntary nature of the United Way voluntary system;
  - ii. The number, location, or types of facilities, and the work assigned thereto;

- iii. The vendor and purchase price of all purchases, and the corporate and financial structure of the United Way;
- iv. The promotion and demotion of all of the supervisors;
- v. The number of employees, including the number of employees assigned to any particular operation or shift;
- vi. The job classification and the content and qualifications thereof;
- vii. The need for and the administration of physical examinations or medical tests for any reason;
- viii. The direction and supervision of all of the employees;
- ix. When overtime shall be worked;
- x. The selection, orientation, training, deployment, utilization and role of volunteers respecting the essential voluntary nature of the United Way system;
- xi. The utilization of volunteered equipment, facilities or services;
- xii. The funding of each United Way benefit including the identity and selection of each insurer, fiduciary, administrator trustee;
- xiii. The security of the employees, premises, facilities, and the property of the United Way;
- xiv. The utilization of all the United Way premises, equipment, and facilities; and
- xv. The choice of vendor and utilization of vending machines or caterers, the products served and the prices thereof;
- xvi. The selection and identity of member and affiliated agencies; and
- xvii. The termination or layoff of employees as the result of the exercise of any of the rights enumerated above or as a result of the exercise of any of the rights of the United Way not limited by the clean and explicit language of this Agreement.

B. All other rights of management not expressly limited by the clear and explicit language of the Agreement are also expressly reserved to the United Way even though not enumerated above, and the express provisions of the Agreement constitute the only limitations upon the United Way's rights. The exercise of any right reserved to the United Way herein in a particular manner or the non-exercise of any such right shall not

be deemed a waiver of the United Way's right or preclude the United Way from exercising the right in a different manner.

- C. Any dispute arising out or in any way connected with either the existence of or the exercise of any of the rights of the United Way enumerated in Paragraph A and B above or any other rights of the United Way not expressly limited by the clear and explicit language of the Agreement or arising out of or in any way connected with the effects of the exercise of any of such above described rights is not subject to the grievance and arbitration provisions set forth in Articles VII and VIII.
- D. Notwithstanding the above enumeration of rights reserved to United Way, United Way agrees to the following:
  - i. The United Way will purchase portable sleeping cots to be used by ill employees who are incapable and unable to work until they can either return to work or arrange for transportation home or to a physician.
  - ii. Safety Committee
    - a) United Way will reconvene the United Way Safety Committee, which will look into issues of building security and ergonomically safe workstations as part of its work. Membership of such committee shall consist of represented and non-represented employees as the parties agree.
    - b) Instruction and planning for disasters is coordinated and administered by the buildings management. United Way will work through the United Way Safety Committee to coordinate disaster recovery with the building management.
  - iii. Desk Audits
    - a) Employees seeking a desk audit must transmit that request, in writing to their supervisor/manager, with a copy to Human Resources.
    - b) The employee's supervisor/manager must reply to an employee's request for a desk audit within fifteen (15) working days, with a copy to Human Resources.
    - c) Human Resources will monitor all requests for desk audits for timely response.

#### **ARTICLE IV – WORK STOPPAGE**

- A. Neither the Union nor its members, or agents or representatives, or the employees, or persons acting in concert with any of them shall incite, encourage or participate in any strike, or other work stoppage of any nature whatsoever during the life of the Agreement

for any cause or dispute whatsoever or wheresoever located. In the event of any strike, walkout, slow down or work stoppage or threat thereof, the Union and its officers will do everything within their power to end or avert the same including, but not limited to, oral and written orders to the employees to report to work.

- B. The United Way shall not cause or engage in any lockout of its employees during the term of this Agreement. The term “lockout” does not include the discharge, suspension, termination, retirement, layoff, or failure to recall to work employees by the United Way in the exercise of its rights as set forth in any provision of this Agreement.
- C. Neither the Union nor its members, or agents, or representatives or the employees, or any person acting in concert with any of them, will engage in any form of economic pressure by publications, advertisements, picketing, hand billing or otherwise, directed against the United Way, its owners or managers, or the products or services of the United Way.
- D. The Union will not place or cause anyone else to place the United Way or the United Way’s products or services on any “We Do Not Patronize” or “Unfair” lists.
- E. Disputes contending that there are violations of Paragraphs A, B, C or D of the Article shall not be subject to the grievance and arbitration provisions contained in Articles VII and VIII.
- F. Since time is of the essence in settling such disputes, in the event of a claimed violation or threat of violating any of the provisions of this Article, the party claiming such violation, in its sole discretion shall have the choice of pursuing independently or concurrently the following course of action:
  - i. Submit such claim to arbitration as follows:
    - a) The claim shall be filed orally with an Arbitrator of its choice and thereafter the other party shall be notified orally. The Arbitrator must be one of the Arbitrator’s selected in accordance with Article VIII (B) of the Agreement. The arbitration hearing shall be held within eight (8) hours (or as soon thereafter as is possible) after filing of the claim. No continuance of said hearing shall be allowed without the mutual consent of the parties. Absence from or non-participation at the hearing by any party shall not prevent the issuance of an award. Hearing procedures, which will expedite the hearing, may be ordered at the Arbitrator’s discretion and he or she may close the hearing in his or her sole discretion when he or she decides that he or she has heard sufficient evidence to satisfy issuance or denial of an award. The Arbitrator’s award shall be rendered expeditiously as possible and in no event later than twelve (12) hours after the closing of the hearing. In the event the Arbitrator finds that this Article has been violated, he or she shall, as a part of his or her award, enjoin any continued or prospective violations of the Article, and further shall specifically

order that all operations be resumed at one. The Arbitrator is empowered to award damages for the violation of this Article. The award of the Arbitrator shall be final and binding upon the parties. The award may be enforced in any appropriate court as soon as possible after its rendition without notice to the part of parties against whom such enforcement is sought and each party hereby waives its right to remove any such action initiated in a State Court to the Federal Court. The fee of the Arbitrator and all necessary expenses of the hearing, including a stenographic reporter if employed, shall be equally divided between parties.

- G. In the event that it is established under Paragraph F (i) above, that the Union, its Members, agents, representatives, employees or persons acting in concert with them have violated the provisions of this Article over a grievance or a dispute which would otherwise properly be subject to resolution by submission to the grievance and arbitration provisions of Article VII and VIII, the Union (and the employees) shall be deemed to have waived its right to process the grievance or dispute to arbitration and the grievance or dispute shall be deemed as having been finally settled, with prejudice, in accordance with the United Way's last stated position with respect thereto.

#### **ARTICLE V – DUES/AGENCY SERVICE FEE AND CHECK-OFF**

- A. Every employee covered by this Agreement on its effective date and all new hires after successful completion of the Initial Employment Period (120 days) shall, as a condition of employment, join the Union or pay to the Union, a service charge equal to the Union's usual and normal semi-monthly dues and initiation fees. Membership as used herein shall mean only the obligation to pay periodic dues and initiation fees related to representational costs.
- B. If an employee covered by this contract is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect that has historically held conscientious objections to joining of financially support labor unions, such employees shall not be required to join or financially support the Union as a condition of employment, but shall be required to provide proof of such conscientious objection.
- C. Such employees with valid objections to joining or supporting a Union shall be required to contribute, and United Way will deduct, in lieu of periodic Union service fees and initiation or reinstatement fees, equivalent sums to a nonreligious charitable fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.
- D. United Way Employees shall have the option to make voluntary contributions by payroll deduction to the Union's "Voice of the Electorate" (VOTE) Fund. Upon presentation of the appropriate authorization card, the employer will withhold the amount of money requested by the employee and forward it to the Union along with the dues withheld. The



Union will hold the employer harmless for any disputes arising as a result of these withholdings.

- E. Any employee who fails to join the Union, pay the Union the service fee as provided in this Article or to authorize deductions from his or her pay pursuant to Section B, shall be subject to termination five (5) days after United Way has received written notice from the Union.
- F. Check-Off: During the term of this Agreement, the United Way will check-off monthly dues/service fees, and initiation fees, as designated by the Secretary-Treasurer Business Manager of the Union, on the basis of and for the term of individually signed voluntary check-off authorizations, a copy of which is attached hereto as Exhibit "A", or hereafter submitted to the United Way. The United Way shall promptly remit any and all amounts so deducted to the Secretary-Treasurer Business Manager of the Union.
- G. Dues/Service fees for a given month shall be deducted from each semi-monthly paycheck.
- H. Unless the United Way is otherwise notified, the only Union dues/service fees to be deducted for payment to the Union from pay of the employee who has furnished an authorization shall be the monthly dues/service fees. The United Way shall deduct initiation or reinstatement fees when notified.
- I. With the remittance of the monthly dues/service fees, the United Way shall notify the Union of all terminations and all new hires, their names, date of hire, work location, classification and wage rate.
- J. The Union shall defend and indemnify the United Way and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or reason of any action that shall be taken by the United Way for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list or certificate or written notice which shall have been furnished to the United Way under any such provisions.
- K. For sixty (60) days after the execution of this Agreement, the Union may, for two (2) working days at headquarters and for one (1) working day at each other United Way locations where bargaining unit employees are working, meet with the bargaining unit employees in a non-work area and on non-working time to discuss with them the agency service fee or solicit Union membership.

## **ARTICLE VI – UNION REPRESENTATION**

- A. The United Way will recognize one Steward for each ten (10) represented staff members. An alternate will act in the Steward's absence.

- B. The names of the Union Stewards and their alternates shall be furnished to the United Way in writing immediately upon designation by the Union and the Union shall promptly notify the United Way in writing of any changes.
- C. The Chief Shop Steward and Stewards will be notified when a new bargaining unit employee is hired. The Chief Shop Steward and the area steward where the new employee will be employed may meet with the new employee within 15 days of his or her becoming employed. At that time, the steward(s) may for at least thirty (30) minutes during paid time make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature. This meeting will be coordinated with Human Resources, Chief Steward(s), and applicable Supervisor(s).
- D. Grievances will be discussed between employees and Stewards on other than working time, i.e., breaks, lunch period, before or after working. Stewards will be released and compensated during normal working hours while participating in the Grievance Procedure in Article VII.
- E. An authorized representative of the Union, who is not an employee of the United Way, shall be permitted to talk with employees to assist in adjusting grievances. This privilege shall be exercised reasonably to minimize the time lost to the United Way, and before the authorized Union representative enters any facility, he or she will receive permission to do so from the Senior Vice President of Operations or Director of Human Resources.

## **ARTICLE VII – GRIEVANCE PROCEDURE**

- A. A “Grievance” is defined as a statement by the union or an employee covered hereby that United Way has violated an express term of this Agreement and that by reason of such violation the employee’s rights have been adversely affected.
- B. If an employee shall have a proper Grievance, there shall be an earnest effort on the part of both parties to settle it promptly through the steps listed below:

Step 1: An employee’s Grievance must be submitted to the supervisor immediately in charge of the aggrieved employee within seven (7) calendar days after the event-giving rise to the Grievance. The immediate supervisor will give his or her answer to the employee by the end of the fifth (5<sup>th</sup>) calendar day following the presentation of the Grievance and the giving of such answer will terminate Step 1. If there is no timely response from the supervisor, the grievance will automatically proceed to Step 2.

Step 2: If the Grievance is not settled in Step 1, the Grievance will be reduced to writing by the Union, or the employee, fully stating the facts surrounding the Grievance and detailing the specific provisions of this Agreement alleged to have been violated, signed and dated by the employee and presented to his or her immediate supervisor within five (5) calendar days after termination of Step 1. A meeting with the employee, Union Steward, immediate supervisor and Division Director, Vice President, Regional Vice President or Senior Vice President, as is

appropriate, will be arranged at a mutually agreeable location and time to review and discuss the grievance. Such meeting will take place within seven (7) calendar days from the date the Grievance is received by the immediate supervisor. The Division Director, Vice President, Regional Vice President or senior Vice President, as is appropriate, will give a written reply by the end of the third (3<sup>rd</sup>) calendar day following the date of the meeting, and the giving of such reply will terminate Step 2. When requested by the steward, the employee, or the United Way, the Business Agent will attend this meeting.

Step 3: If the Grievance is not settled in Step 2, the employee may present the Grievance to the Vice President of Human Resources or his or her designee within five (5) calendar days after the termination of Step 2 and at that meeting will be arranged at a mutually agreeable location and time to review and discuss the Grievance. Such meeting will take place within seven (7) calendar days from the date the Grievance is received by the Senior Vice President or his or her designee, the Senior Vice President or his or her designee may invite other representatives of management to be present at such meeting. The Business Agent of the Union shall attend such meeting. The Senior Vice President or his or her designee shall render a decision within five (5) calendar days from the date of such meeting, and the rendering of such decision will terminate Step 3.

- C. If a Grievance is not processed by the employee in accordance with the time limits set forth in this Article; it shall not be subject to arbitration and shall be considered settled on the basis of the decision last made by the United Way. Likewise, if a Grievance is not processed by the United Way at any step of the grievance process in accordance with the time frames set forth in this Article, then it will automatically proceed to the next step in the process. No grievant shall be subject to retaliation or reprisal for invoking the grievance process.

### **ARTICLE VIII – ARBITRATION**

- A. Grievances which are not settled pursuant to Article VII, and which the Union desires to contest further, and which involve the interpretation or application of the express terms of this Agreement, shall be submitted to arbitration as provided in this Article, but only if the Union gives written notice to the United Way of its desire to arbitrate the Grievance within fourteen (14) calendar days after termination of Step 3 of the Grievance Procedure. It is expressly understood that the only matters, which are subject to arbitration under this Article VIII, are Grievances, which were processed and handled in accordance with the Grievance Procedure of Article VII. The provisions of other Articles of this Agreement, which exclude matters from arbitration, are incorporated hereby by reference and such matters are specifically excluded from arbitration under the provisions of this Article.
- B. As soon as possible and in any event not later than ten (10) calendar days after the United Way receives written notice of the Union's desire to arbitrate, the parties shall

agree upon an Arbitrator. If no Agreement is reached within said ten (10) days, the matter shall be submitted to the American Arbitration Association for disposition.

- C. Either the United Way or the Union may call any employee as a witness, and the United Way agrees to release said witness from work if on duty. If any employee witness is called, the United Way will reimburse the employee for time lost.
- D. The Arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the Grievance. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other.
- E. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the laws of the State of California. The function and purpose of the Arbitrator is to determine disputed facts upon which the application of this Agreement depends. The Arbitrator shall therefore not have authority nor consider it his or her function to decide any issue not submitted or to so interpret or apply this Agreement as to change generally accepted rules of contract construction. The Arbitrator shall not give any decision, which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction) of the written terms of this Agreement. The Arbitrator shall not render any decision or award, or fail to render any decision or award, merely because in his or her opinion such decision or award is fair or equitable. No decision rendered by the Arbitrator shall be retroactive beyond the beginning of the five-day period specified in Step 1 of the Grievance Procedure set forth in Article VII or the occurrence of the Grievance, whichever is the more recent. The Arbitrator shall have no power to render an award on any Grievance occurring before the effective date, or pending after the termination date of this Agreement.
- F. If the Arbitrator finds that the United Way has discharged an employee without cause or orders reinstatement with back pay, the following shall be credited against back pay:
  - i. All earnings received by the employee;
  - ii. All earnings for any employment offered but refused by the employee; and
  - iii. The amount of any unemployment compensation received by the employee shall be withheld by the United Way, who shall remit same to the appropriate state authorities to the credit of the employee's account.

The employee will provide such evidence regarding the aforementioned items as is required by the United Way.

- G. The decision of the Arbitrator within the limits herein prescribed shall be final and binding upon the parties to the dispute.
- H. The parties shall split all fees and expenses of the arbitration. Each party shall bear the expense of the presentation of its own case.

- I. The Arbitrator may hear and determine only one Grievance at a time unless the United Way and the Union mutually agree otherwise.

### **ARTICLE IX – DISCHARGE AND DISCIPLINE**

- A. The right to maintain discipline and efficiency of employees is vested exclusively in the United Way.
- B. The United way shall have the right to discharge or discipline or demote any employee for just cause.
- C. The employee shall be disciplined as follows:
  - i. 1<sup>st</sup> Offense – Oral Warning\*
  - ii. 2<sup>nd</sup> Offense – Written Warning
  - iii. 3<sup>rd</sup> Offense – Up to 3 Working Days Suspension
  - iv. 4<sup>th</sup> Offense – Discharge

(\*) for any Formal Oral Disciplinary Warning, their managers will advise members that they are receiving a Formal Oral Warning within the meaning of the disciplinary procedures of Article IX of the Agreement.

- D. In any meeting between an employee and his or her supervisor to investigate whether or not to institute discipline against the employee in a manner as set forth above, the employee shall have the right to be represented by the Union.
- E. Whenever an employee engages in physical violence, dishonesty, insubordination, or other similar serious offenses, the United Way may accelerate the above progressive discipline steps up to and including termination. The first three (3) steps of the above progressive discipline may be valid for twelve (12) months.
- F. Tardiness or Absenteeism: An employee absent for three (3) consecutive work days without notification to his or her immediate supervisor or Human Resources will be considered a voluntary quit.
- G. Employees under the second or third steps of the Disciplinary Process will not be eligible for salary increases. The Annual Increase will be made retroactively when the employee has completed the twelve (12) month timetable and are no longer under disciplinary action. (Reference Section C)
- H. Evaluations of employee performance shall not be deemed to be disciplinary in nature.

### **ARTICLE X – SENIORITY**

- A. “Seniority” is defined as the length of an employee’s continuous service from the latter of the date of hire or rehire.

- B. The Initial Employment Period for new employees, or rehired employees, shall be one hundred and twenty (120) days of continuous employment.
- C. The United Way and the Union may agree to extend the probationary period for up to an additional sixty (60) days. Employees who have not completed the Initial Employment Period may be discharged for any reason without recourse to the Grievance and Arbitration procedures of Articles VII and VIII, and shall not be eligible for recall. Upon completion of such Initial Employment period, an employee shall accrue Seniority retroactively from the latter of the date of hire or rehire.
- D. All Seniority rights acquired under this Agreement shall be terminated by:
  - i. A voluntary quit;
  - ii. Discharge;
  - iii. Retirement;
  - iv. Layoff without recall to work for continuous period equal to one-half of the seniority accumulated by the employee up to the time of such layoff, or one (1) month, whichever is the shorter period;
  - v. Failure to report for work from layoff within two (2) working days after being notified in person or by return receipt telegram or certified letter to the employee's last address on record, unless a reason satisfactory to the United Way is given;
  - vi. Refusal to recall to a classification for which the recalled employee is eligible under Section F
  - vii. of Article XI and for which the rate of pay would not be less than his or her former rate of pay.

#### **ARTICLE XI – FURLOUGH, LAYOFF AND RECALL PROCEDURE**

- A. Furlough: Any or all employees may be furloughed from work without regard to Seniority for up to five (5) consecutive calendar days. Employees who are subject to furlough may be assigned elsewhere in the United Way to available temporary work, which they are qualified to perform, or furloughed if no such work is available. In the event affected employees are assigned to other temporary work, such assignments shall be without loss of Seniority.
- B. Layoffs: When a layoff of indefinite duration is expected to exceed five (5) consecutive calendar days becomes necessary, employees shall be laid off by reverse Seniority from the affected job classification as follows:
  - i. Employees who have not completed the Initial Employment Period;
  - ii. All other employees by reverse Seniority;

- iii. When possible, the United Way will give a minimum of three (3) weeks notice of layoff;
  - iv. While considering the individual needs of the project and/or assignment, United Way will make all reasonable efforts to offer any laid off employee the right to fill a currently filled temporary position for which they are qualified, and on the same terms and conditions as those currently being offered to the temporary employee.
- C. Severance Pay: Employees (a) who are laid off, (b) have been notified of lay off by memorandum, and (c) have worked for United Way, Inc. for at least one year, will be eligible for Severance Pay. One week of Severance Pay will be granted for each complete year of service up to a maximum of three calendar months (13 weeks) pay. Tenure is based on Seniority date. Severance Pay will cease if an employee is recalled. The Notification Period is included in the calculation of a full year of service. Severance will be paid semi-monthly in the usual manner or in a lump sum at the discretion of the employee. Severance will only be paid to employees who meet all of the above criteria. Employees who terminate or are terminated for reasons other than Layoff are not eligible for Severance Pay.
- D. Bona fide Offer/Termination: If an employee on Layoff Leave of Absence or in the Notification Period receives a bona fide offer for a comparable position or a higher graded position and refuses it, this will be treated as a voluntary termination. A bona fide offer not accepted within one day of the employee's receipt of the offer will be treated as a refusal. The employee must return to work within two days after notification of recall unless this time is extended by mutual agreement between management and the employee. An offer for a lower graded position or for a salary less than that paid at the time of notification of layoff will not be considered a bona fide offer and no action will be taken if refused. An employee's acceptance of other regular employment while on Layoff Leave of Absence will be treated as a Voluntary Termination.
- E. Displacement: An employee being laid off shall have the right to displace another employee within the same division only, and in a classification which the displacing employee has held for at least one (1) year and which the displacing employee has held within the past twelve (12) months, in the following order:
- i. The least senior employee in the same classification whose job the displacing employee is able to perform;
  - ii. The least senior employee in a lateral or lower classification in which the displacing employee is able to perform the job of the employee to be displaced. United Way shall offer any temporary employment available to those qualified employees on layoff status (in seniority order) prior to filling any temporary positions.
  - iii. No probationary employee will have the right to displace any other employee.
  - iv. An employee who displaces another employee under Section D (i) and (ii), shall be given a period of sixty (60) calendar days to demonstrate his or her

ability to perform the work to required standards and if the employee fails to so perform, he or she will be placed on layoff status.

- F. Recall: Laid off employees shall be recalled to the jobs from which they were laid off in the inverse order of layoff:
- i. An employee shall be “eligible” for recall to any classification into which he or she would have had the right to displace under the provisions of Section D (i) and (ii).
  - ii. An employee shall be eligible for recall only during the six (6) month period following layoff and subject to the following rules:
  - iii. The employee shall be notified in person or by telephone. If the employee cannot be reached in person or by telephone, then the employee shall be notified by certified mail or telegram, addressed to him or her at the last address filed by him or her with the United Way. It is the responsibility of each employee to keep the United Way informed of his or her current address and telephone number.
  - iv. The employee shall advise United Way within forty-eight (48) hours (Saturdays, Sundays and contract holidays excluded) following notification whether or not he or she will return to work. For the purpose of this Article, it shall be assumed conclusively that the employee has received notice to report to work seven (7) calendar days after notice is sent by certified mail or telegram to their last known address, unless in fact such notice was received prior thereto.
  - v. The employee shall return to work within two (2) working days after notification of recall, unless a reason mutually satisfactory to the United Way and the Union is given. The United Way may fill the vacancy on a temporary basis pending the return of such an employee.
  - vi. An employee who is recalled to a different job from which removed shall be given a period of sixty (60) days to demonstrate his or her ability to perform the work to required stands and if the employee fails to so perform, he or she will be returned to his or her previous layoff status.
  - vii. From time to time, but not more frequently than once every two months, United Way may, at its discretion, mail an Availability Questionnaire to an employee on layoff, in order to determine whether the employee is available for recall. The employee shall respond to the questionnaire on the form provided by United Way within five (5) days following receipt of the Availability Questionnaire.
  - viii. Employees who fail to respond to the Availability Questionnaire or who in response to the Availability Questionnaire indicate they no longer are available for recall, or who fail to comply with the rules set forth in Section E (2)(i)-(iv), may be terminated.



- ix. If the failure to comply with the rules set forth in Section E (i)-(iv) or to reply to the Availability Questionnaire as provided in Section E (vii) is, by mutual agreement of United Way and the Union, due to circumstances beyond the control of the employee, then the employee may, upon application and satisfactory proof to United Way and the Union of such circumstances, be reinstated on the seniority list and remain eligible for future recall.
- x. An employee recalled to his or her classification held prior to layoff shall receive his or her former rate of pay and in addition any wage increases, which were, applied to his or her job classification during the period he or she was on the recall list.
- xi. An employee recalled to a classification other than the one held prior to layoff shall receive the lesser of either his or her rate of pay prior to layoff or the maximum of the salary band applicable to the classification to which the employee is recalled.
- xii. Employees who refuse recall to a classification for which they are eligible under Section E shall be terminated.

## **ARTICLE XII – HOURS, OVERTIME, PREMIUM PAY AND EMPLOYEE PARKING**

- A. A standard workweek is forty (40) hours, consisting of eight (8) hours per day, five (5) days per week, Sunday through Saturday, inclusive. The workweek begins at 12:01 a.m. on Sunday and ends at midnight the following Saturday.
- B. Nothing in this Article shall be construed as guaranteeing the number of hours in the workday or the number of days in the workweek, or that any employee shall receive any specific hours of work per day or any specified days of work per week.
- C. One and one-half (1-1/2) times an employee's regular hourly rate will be paid for any hours worked in excess of eight (8) in any workday, or for Saturday or Sunday hours worked and double time (2) for any hours worked on holidays provided for in this Agreement.
- D. Only hours actually worked will be considered as time worked for the purposes of computing overtime; vacation, sick and personal leave, and holidays provided for in this Agreement will not be considered as time worked for the purpose of computing overtime.
- E. Any overtime must be authorized by an employee's supervisor prior to the time such work is performed.
- F. An employee must be notified, by his or her supervisor, at least two (2) hours before the end of his or her scheduled hours for overtime to be worked that day or before the regularly scheduled hours the following day.
- G. There shall be no pyramiding of overtime.

- H. United Way agrees during the life of this contract not to charge its employees for parking unless the direct cost to the United Way increases above the rate in effect as of July 1, 2011. The parties further agree, that if such a rate increase does occur, then the United Way will charge employees only 50% of the increased parking costs charged to United Way above July 31, 2011 costs.
- I. United Way agrees to release Chief Union Steward and alternate steward to attend Steward Training classes. Time sheet will reflect paid duty for the day.

**ARTICLE XIII – LUNCH AND BREAK PERIODS**

- A. The normal shift schedule for employees shall include an unpaid lunch period of no less than 30 minutes up to one (1) hour.
- B. Employees shall be entitled to a lunch period regardless of a meeting being scheduled during employee’s normal lunch period.
- C. Employees shall receive two (2) fifteen (15) minute break periods each day, one (1) break period before the lunch period and one (1) break period after the lunch period as scheduled by the immediate supervisor.

**ARTICLE XIV – HOLIDAYS**

- A. The United Way shall observe the following paid holidays:

<b>New Years Day</b>	01/01/2018 01/01/2019 01/02/2020
<b>Martin Luther King</b>	01/15/2018 01/21/2019 01/20/2020
<b>Presidents Day</b>	02/19/2018 02/18/2019 02/17/2020
<b>Memorial Day</b>	05/28/2018 05/27/2019 05/25/2020
<b>Independence Day</b>	07/04/2018 07/04/2019 07/03/2020

<b>Labor Day</b>	09/03/2018 09/02/2019 09/07/2020
<b>Thanksgiving Day</b>	11/22/2018 11/28/2019 11/26/2020
<b>Day After Thanksgiving</b>	11/23/2018 11/29/2019 11/27/2020
<b>Christmas Eve</b>	12/24/2018 12/24/2019 12/24/2020
<b>Christmas Day</b>	12/25/2018 12/25/2019 12/25/2020

- B. If an employee is on unpaid status for any period of time during the last work day immediately preceding or the first work day immediately following the holiday, then the employee will not receive pay for the holiday.
- C. If a holiday occurs during an employee’s vacation, the employee shall take an extra day of vacation with pay, or receive one day’s pay.
- D. Eligible employees shall receive holiday pay at their regular rate.
- E. If the holiday falls on Saturday, it shall be observed on Friday and if it falls on Sunday, it shall be observed on Monday.

**ARTICLE XV – VACATION**

- A. All Regular and Project full-time employees shall accrue vacation benefits according to the following table:

<b><u>Continuous Service</u></b>	<b><u>Annual Vacation Accrual</u></b>
0-6 years	Ten (10) days per year
7-9 years	Fifteen (15) days per year
10 or more years	Twenty (20) days per year

- i. Vacation is accrued on a pro-rata semi-monthly basis following the first complete pay period. Increases in the annual vacation allowance begin to accrue on the first semi-monthly payroll of the next service level.
- ii. Vacation use may begin as soon as vacation time is accrued. Requests for vacation use prior to that require the approval of the department supervisor and Human Resources.
- iii. Vacation Scheduling requires the approval of the employee's supervisor and the employee's request should be made at least a month in advance.
- iv. Vacation hours can accrue up to 1.5 times the annual entitlement. No additional vacation hours will be accrued for an employee who has accrued 1.5 times his or her entitlement.
- v. Vacation pay-off at termination will be made for all accrued vacation based on the regular base rate.
- vi. Advance vacation pay checks will be issued the day before a vacation begins if a week's notice is given, but only for vacation hours requested or accrued, whichever is less.
- vii. Unit Manager: Prepares annual vacation schedules, which ensure minimum interruption of department operations.

## **ARTICLE XVI – CLASSIFICATION, WAGES AND MERIT INCREASES**

- A. Attached hereto as Appendix A are the salary band and job classifications effective until 6/30/20. These salary bands may be adjusted from time to time in accordance with United Way's Compensation Plan. It is expressly understood and agreed that the wages scales herein provided are minimum scales. No clause to this Agreement shall be construed to reduce the pay or increase the hours of any employee covered by the Agreement. Nor shall it be construed that any employee may not obtain a salary above the minimum, be granted an increase in pay before the period specified, or be advance or promoted in the service of United Way.
- B. The United Way Evaluation Plan will be used as the basis to evaluate jobs. United Way will confer with the Labor-Management Committee (LMC) and Local 30 regarding the evaluation of new positions. Local 30 agrees that these conferences will not unduly delay the evaluation of these positions.
  - i. United Way shall convene, on either a quarterly or as-needed basis, the United Way OPEIU Labor-Management Committee – whose membership shall include the Stewards, together with such representatives as management shall appoint.
  - ii. The Labor-Management Committee shall provide input to United Way in updating job descriptions.

- iii. The United Way has current job descriptions (questionnaires), but has scheduled for a project in the near future (as time and resources permit) the updating and creation of new job descriptions. The United Way will provide progress reports to the Union through the Labor-Management Committee regarding the progress made in rewriting the job descriptions and as the descriptions are rewritten, will seek input from the Labor-Management Committee regarding the job description content.
- iv. Current represented employees who want to review the existing job description for an open posted position can obtain a copy of that description from their Union Steward. United Way will take steps to be sure that the Union Stewards have copies of the Job Questionnaires.

C. A promotion is defined as an authorized change in the Salary Band and Title. Promotional increases range from 0 – 8% per band increased and are capped at midpoint. Increases to minimum will be combined with Promotional Increases. To the extent possible, these increases are effective on the date the reassignment or reclassification occurs.

D. Annual Increases: All employees shall receive the following increases on the

- i. Payroll date nearest the date indicated:

<b>Year</b>	<b>Base Percent Increase (%) Effective July 1<sup>st</sup></b>	<b>Performance Evaluation Rating</b>	<b>Merit Increase (%) Effective Jan. 1<sup>st</sup> (2)</b>
2017-2018	<b>1 (1)</b>	Level 4 Level 3 Level 2 Level 1 Level 0	<b>1.5</b> <b>1.0</b> <b>0.5</b> <b>0</b> <b>0</b>
2018-2019	<b>1.5 (1)</b>	Level 4 Level 3 Level 2 Level 1 Level 0	<b>2.5</b> <b>2.0</b> <b>1.5</b> <b>0</b> <b>0</b>
2019-2020	<b>Wage Reopener</b>	Level 4 Level 3 Level 2 Level 1 Level 0	<b>2.5</b> <b>2.0</b> <b>1.5</b> <b>0</b> <b>0</b>

(1) Members of the Bargaining Unit covered by this Agreement will receive a one percent (1%) Lump Sum Wage Payment (LSWP) based on their base salary in effect on July 1, 2017.

(2) See Appendix C – United Way’s Performance Appraisal and Performance Appraisal Instructions.

The parties agree to reopen the agreement solely for the purpose of bargaining wages for the third (3<sup>rd</sup>) year of the contract. Such discussions will take place the first quarter of the year 2020. Either party shall contact one or the other to schedule bargaining dates during the month of January 2020.

- ii. Management will meet with employee to discuss and explain the evaluation merit increase, including the Performance Evaluation Rating Level on or before August 15<sup>th</sup>.
  - iii. Any appeals may be made after August 31<sup>st</sup>.
- E. Performance Appraisal Appeal Process:
- i. Performance Appraisal appeals must be submitted in writing to the staff manager/supervisor. A copy of the appeal should be submitted to Human Resources.
  - ii. The manager and or Human Resources will set up a meeting within five business days to discuss the nature of the appeal.
  - iii. In the meeting, the appellant must come prepared to defend why the appraisal should be changed.
  - iv. Once the appeal has been heard, a decision will be made within two (2) working days regarding the appeal.
  - v. Documentation of the appeal will be attached to the Performance Appraisal.
- F. Salaries will not be increased above the maximum of the Salary Band. Salaries that are currently above the Maximum will be frozen. All employees will be paid at least the minimum of their salary ranges except those employees who are under written disciplinary action are not eligible for any salary increases.
- G. Employees who are members of this Bargaining Unit on or before July 1, 2011, will receive a 25-cent per hour increase on the date of their 20<sup>th</sup> year Anniversary.
- H. Wage Reopener: It is agreed between the Union and Employer that the contract will be reopened for the third year of the contract for wages only. Either party will notify the other within 90 days of the wage reopener.

## **ARTICLE XVII – TRANSFERS**

- A. The United Way may temporarily transfer or promote any employee. The employees will be returned his or her former job no later than thirty (30) calendar days thereafter, which period of time, however, may be extended by mutual agreement between the United Way and the Union for additional periods of thirty (30) calendar days. Any such temporary transfer or promotion shall be without loss of seniority and without change in the current rate of pay, except that an employee temporarily transferred or promoted to a job in a higher salary band for period in excess of five (5) consecutive working days in a single pay period shall receive either a 5% increase in his or her base rate of pay or the minimum rate of pay at the salary band, whichever is greater. Said increase rate of pay shall commence with the sixth (6<sup>th</sup>) working day and be retroactive to the first five (5) working days.
- B. Employees who are within six months of their date of employment or within their first six months following reclassification or promotion are not eligible to transfer. United Way will utilize

objective criteria and measures in testing and evaluating existing employee applications for promotion to open positions. All Regular and Project positions that cannot be filled will be Job Posted for a minimum of one week before any offer of employment will be made. Management reserves the right not to post a vacant position when circumstances dictate. In order to be considered for a vacant position, the employee must meet the minimum Position Specifications. Only the most qualified candidates, whether internal or external, will be referred by the Human Resources Division to the hiring managers for interview. Employees who are under a written Disciplinary Action are not eligible for transfer.

- C. Employees are not forced to take positions in management. However, United Way must retain the right to organize and reorganize its structure, including the division of work and classification of jobs.

### **ARTICLE XVIII – SUPERVISORS**

- A. Individuals not covered by this Agreement, including but not limited to supervisors and volunteers, may do work which is normally done by employees covered by this Agreement provided it does not result in the layoff, demotion or transfer of employees covered by this Agreement.

### **ARTICLE XIX – SUBCONTRACTING/VOLUNTEER**

- A. The United Way may subcontract work normally done by employees covered by this Agreement provided it does not result in the layoff, demotion or transfer of employees covered by this Agreement.
- B. Nothing in this Agreement shall be construed by the United Way, the Union or any employee as preventing a United Way employee from volunteering to do work for the United Way as a United Way volunteer in areas outside the employee's regular job duties. Refusal by an employee to volunteer will not result in retaliation or reprisal. Volunteering for the purpose of this Article is defined as work performed without pay other than the regular duties of the employee.

### **ARTICLE XX – SUBSTANCE ABUSE**

- A. The Union agrees to conform to United Way's Substance Abuse policy, which is attached as Appendix B. Any proposed changes in this policy are subject to negotiation with the Union.

## **ARTICLE XXI – PROFESSIONAL DEVELOPMENT**

- A. In order to promote professional development among the employees covered under this Agreement, the United Way shall reimburse employee expenses up to seven hundred (\$700) dollars per employee per fiscal year for tuition, fees or books for educational courses or programs related to the activities of the United Way and which shall benefit the employee in the performance of job duties. Employees desiring such reimbursement must receive prior approval from Human Resources.

## **ARTICLE XXII – JURY DUTY**

- A. Upon receipt of a notice for determination of eligibility for jury service, an employee shall notify the United Way within at least seven (7) days thereof if possible. The United Way may request deferment.
- B. If an employee is required by law to serve jury duty, he or she shall so notify the United Way at least two (2) days prior to jury service. An employee serving jury duty will be paid his or her regular daily rate of pay for all hours required for jury duty. The payment for jury duty shall not exceed eighty (80) hours pay in any twelve (12) month period. If an employee reports for jury duty and such duty lasts less the regular work day, the employee must report to work for the amount of time equal to the difference between the work day and the time served, to qualify for this Article. A note or voucher from the court in which an employee serves must be furnished to United Way. Non-exempt/represented staff is not required to reimburse jury per diem to United Way.
- C. An employee required to appear before a court, other than as a plaintiff, defendant, or complainant, shall be reimbursed in accordance with Paragraph B.

## **ARTICLE XXIII – SICK, PERSONAL AND BEREAVEMENT LEAVE**

- A. Sick is accrued on a semi-monthly basis following the first complete pay period at the rate of four (4) hours every pay period or a maximum of twelve (12) days (96 hours) during each year of continuous service.
- B. Unused sick leave is cumulative from one year to the next up to a maximum of seventy (70) days (560 hours). Any accumulated leave will not be paid at termination.
- C. The United Way may require verification of sickness when the absence from work is for three (3) or more days.
- D. Sick Leave shall be converted into cash time with the United Way paying sick leave to an employee when that employee becomes eligible for and provides sufficient documentation evidencing receipt of Unemployment Compensation Disability Benefits or



Workers' Compensation Benefits. During the period the employee is receiving Unemployment Compensation Disability Benefits or Workers' Compensation the United Way shall, upon receipt of sufficient documentation evidencing the amount of Unemployment Compensation Disability Benefits or Workers' Compensation Benefits paid to the employee, pay the difference between the amount received by the employee from Unemployment Compensation Disability Benefits or Workers' Compensation Benefits and the amount the employee would have received had the employee been fully employed. Such payments shall be continued by the United Way until all sick leave money accumulated and due the employee has been paid to the employee or until the Unemployment Compensation Disability Benefits or Workers' Compensation Benefits are discontinued, whichever occurs first.

- E. All employees covered by this Agreement who have completed their initial employment period, shall be entitled to take up to three (3) days of bereavement leave (per incident) for the death of a member of the employee's immediate family (i.e., parent, parent-in-law, sister or brother, child, spouse, domestic partner, grandparent or grandchild). Bereavement Leave for persons other than those in the employee's immediate family (as defined above) may be considered on an exceptional basis, subject to advanced approval by the Director of Human Resources.
- F. All employees covered by this Agreement who have completed their initial employment period, shall be credited with two (2) days of personal leave in years 2018, 2019, and 2020 and are to be taken during the year in which the days are credited. Employees hired after May 31<sup>st</sup> of any calendar year shall be credited with one (1) personal day during their first calendar year of employment (following the completion of their Initial Employment period). Employees with twenty (20) years of service shall receive one (1) additional personal leave day per year. Employees will receive the additional day on their anniversary date. The above-described personal days shall not accumulate or carry over from year to year, but shall be lost if not utilized in the year credited.

#### **ARTICLE XXIV – LEAVES OF ABSENCE**

- A. Leaves of Absence will be administered in accordance with United Way's Leaves of Absence Policies and Procedures.

#### **ARTICLE XXV – TEMPORARY EMPLOYEES**

- A. The United Way may hire temporary employees for seven (7) months or less duration. Temporary employees shall receive none of the benefits or working conditions contained in this Agreement except the holiday pay for holidays provided in this Agreement.
- B. If a temporary employee becomes a regular employee after a period of continuous employment as a temporary, the employee shall accrue Seniority retroactively from the latest day of employment as a temporary.

- C. United Way will not fill a temporary position for more than seven (7) months during any twelve (12) month period beginning on the first day of said employment.

### **ARTICLE XXVI – PROJECT EMPLOYEES**

- A. The United Way may employ individuals for projects.
- B. A project is defined as an agreement of a specific term between the United Way and a funding agency or organization to provide a specific service.
- C. Project employees are hired to work on one or more projects that are funded by Non-United Way sources and are not considered Regular employees. Continued employment is subject to project funding and observance of all relevant United Way policies. The planned termination date must be included on the initial Employee Status Report. If a termination date is not known, it is to be assumed that it is the last day of the Fiscal Year. Project employees participate in all United Way Personnel Policies.
- D. Project employees are entitled to participate in United Way’s Employee Benefits Program subject to funding by the project sponsor. They participate in Health and Welfare Benefits (FairFlex), Tuition Reimbursement, Paid Time Off (Vacations, Holidays, and Sick Leave) and Legislated Benefits (Unemployment Insurance, Workers’ Compensation and Social Security) on the same basis as Regular Staff.
- E. Project employees who are reassigned to Regular status will have no change in their Date of Hire. They will be enrolled in the Pension Plan on the same basis as Regular employees upon their hire date.
- F. Project employees will participate fully in United Way’s Compensation Program, subject to project funding and approval by the Project Board.
- G. The resignation notice for Project staff is two (2) weeks.

### **ARTICLE XXVII – PART-TIME EMPLOYEES**

- A. The United Way may employ part-time employees.
- B. The wages, hours and working conditions of this Agreement shall apply to part-time employees except the vacation, holiday, sick and personal leave provisions of this Agreement shall be pro-rated.

**ARTICLE XXVIII – POSTING OF NOTICES**

- A. The Union, with the prior approval of the United Way, may post on one of the United Way bulletin boards in each Region in a space designated for Union matters, notices restricted to only the following matters:
  - i. Notice of Union recreational, education and social affairs.
  - ii. Notices of Union elections.
  - iii. Notices of Union meetings.
- B. The bulletin board shall not be used by the Union for the posting of propaganda of any kind whatsoever, for the posting of disparaging remarks about the United Way or any member of management, or any employee, or for the post of political material of any nature.

**ARTICLE XXIX – SAVINGS CLAUSE**

- A. Should any valid federal or state law or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall be automatically conformed to the law or determination and otherwise this Agreement shall continue in full force and effect.

**ARTICLE XXX – SUCCESSORS**

- A. In the event United Way is acquired, merged or consolidated into another organization and United Way loses its identity, then United Way shall as soon as is practicable and reasonable, notify, in writing with a copy to the Union, the acquiring, merging or consolidating entity of the existence of the Agreement. The completion of the above written correspondence shall discharge all of the United Way's obligations under this Article.

**ARTICLE XXXI – EMPLOYEE BENEFIT PLANS**

- A. Employees have a choice between the United Way Health and Welfare Employee Benefits Plan (FairFlex). Employees participate in Open Enrollment Annually.
- B. The chart below refers premium cost sharing of all benefits (medical, dental and vision) offered to employees represented by this contract.

<b>Status</b>	<b>United Way Inc.</b>	<b>Employee</b>
Single	80%	20%
Employee + one	65%	35%
Employee + two or more	65%	35%

- C. Additionally, the United Way Pension Plan covers employees. United Way will pay the cost of funding for this Plan.
- D. In addition, the United Way will implement a 50% employer contribution TDA/403 (b) or 401 (k) plan for represented employees with a match of up to the first 6% of salary in accordance with a five (5) year vesting schedule. The plan will be implemented on the same time schedule and in the same manner is implemented for United Way's non-represented staff.
- E. The Union agrees that United Way has the right to unilaterally modify in whole or in part its Health and Welfare Employee Benefits Plan and its Pension Plan provided that these benefits are maintained at the same level for represented and non-represented employees.

**ARTICLE XXXII – ENTIRE AGREEMENT**

- A. The United Way shall not be bound by any requirement, which is not clearly, explicitly and specifically stated in this Agreement. Specifically, but not exclusively, the United Way is not bound by any past practices of the United Way or understandings with any labor organization, unless such past practices or understandings are specifically stated in this Agreement.
- B. The Union agrees that this Agreement is intended to cover all matters affecting wages, hours and other terms and all conditions of employment and similar or related subjects, and that during the term of this Agreement neither the United Way nor the Union will be required to negotiate on any further matters affecting these or any other subjects not specifically set forth in this Agreement.

**ARTICLE XXXIII – DURATION AND TERMINATION**

This Agreement shall remain in full force and effect from July 1, 2017 to 12:01 a.m. June 30, 2020 and thereafter from year to year, unless one party of the other gives notice, in writing, at least sixty (60) days prior to the expiration of this Agreement of the desire to terminate the Agreement of modify its terms.

All proposals by the union and by the United Way regarding changes, if any, in the contract, will be submitted ninety (90) days prior to the expiration of the contract on June 30, 2020. Both the Union and the United Way will make themselves available for negotiations of the successor contract by May 1, 2020.

IN WITNESS WHEREOF the parties here to have set their hands and seals the \_\_\_\_ day of \_\_\_\_\_, 2017 to be effective as of the 1<sup>st</sup> day of July 2017.

**United Way, Inc.**

By: Elise Buik  
Elise G. Buik, President

By: Milinda Martin  
Milinda Martin, COO

By: Joy Hoshino  
Joy Hoshino, Director of Human Resources

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

By: Walter Allen  
Walter Allen, Executive Director/Chief Financial Officer

By: Lolita Babaran  
Lolita Babaran, Business Agent

By: Jacquelyn Berryhill  
Jacquelyn Berryhill, Steward

# CHECK-OFF AUTHORIZATION - EXHIBIT "A"

**O.P.E.I.U. LOCAL 30 AFL-CIO**  
**705 West Arrow Highway, Second Floor, Claremont, CA 91711 (909)624-0149**  
**APPLICATION FOR MEMBERSHIP**

Desiring to become a member of Local Union No. 30, chartered by the Office and Professional Employees International Union, affiliated with the AFL-CIO I hereby make application for admission to membership and authorize said organization to be my exclusive collective bargaining representative.

_____ First Name	_____ Middle Initial	_____ Last Name	_____ S.S. Number
_____ Street Address	_____ City	_____ State	_____ Zip Code
( ) _____ Home Phone	( ) _____ Work Phone	( ) _____ Cell Phone	_____ E-Mail
_____ Where Employed	_____/_____/_____ Hire Date	_____ Title	On-Call <input type="checkbox"/> Full Time/Part-Time <input type="checkbox"/>
Have you been a member of any Union before? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, what Union? _____			

It is understood that upon acceptance of this application, I hereby subscribe to the following obligation: I pledge my honor to faithfully comply with the Constitution Laws and all amendments thereto of Office & Professional Employees International Union Local 30 and of the International Union. I further promise not to divulge or make public any of the private proceedings of this Union to faithfully perform all the duties assigned to me to the best of my ability and skill, to so conduct myself at all times as not to bring reproach upon my Union and at all times to bear true and faithful allegiance to the Office and Professional Employees International Union of the American Federation of Labor and Congress of Industrial Organizations.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

### AUTHORIZATION FOR VOLUNTARY CHECK-OFF/PLEDGE FOR VOICE OF THE ELECTORATE (VOTE)

TO: \_\_\_\_\_  
(Employer)

I hereby authorize \_\_\_\_\_ to deduct from my paycheck the following amount:

(Check One)  .25  .50  1.00  Other \$ \_\_\_\_\_ (Check One)  Weekly  Bi-Weekly  Monthly  
Amount

This amount is to be forwarded to the Secretary-Treasurer of Office and Professional Employees International Union, Local 30, AFL-CIO for deposit with the Voice of the Electorate (VOTE) fund. This authorization is signed voluntary and on the understanding that Local 30 Voice of the Electorate (VOTE) fund monies be used to make political contribution and expenditures in connection with federal, state and local elections, and that this voluntary authorization is in response to a joint fund-raising effort by Office and Professional Employees International Union and the AFL-CIO.

In the event my employer will not check off this amount from my paycheck, I pledge to forward such amount directly to the Voice of the Electorate (VOTE) fund to 705 West Arrow Highway, Second Floor, Claremont, California 91711-9000.

This authorization may be revoked by me at any time by written notice to my Employer and/or Office and Professional Employees International Union, Local 30, AFL-CIO, as applicable.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

### Note: Employer please keep this bottom portion for your records

### AUTHORIZATION FOR CHECK-OFF OF INITIATION FEE/DUES AND/OR VOLUNTARY VOTE CONTRIBUTIONS

TO: \_\_\_\_\_ (Date)  
(Employer)

I hereby assign to Office and Professional Employees International Union, Local 30, from any wages earned or to be earned by me as your employee such sums as the said Local Union may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union. I authorize and direct you to deduct such amount from my pay to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

The assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods on one (1) year or for the period of each succeeding applicable collective bargaining agreement between the Company and the Union, whichever shall be shorter; unless written notice is given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, which occurs sooner.

This authorization is made pursuant to the provision of Section 302(c) of the Labor Management Relations Act of 1947, and otherwise.

\_\_\_\_\_  
(Signature of Employee)

\_\_\_\_\_  
(Print Name)

**JOB CLASSIFICATION AND SALARY BAND – APPENDIX “A”**

**Job Classification and Salary Band**

Represented Staff

**Salary Band V:**

\$29,831	\$46,576	\$63,321 – 2017/2018
\$29,831	\$46,576	\$63,321 – 2018/2019
\$29,831	\$46,576	\$63,321 – 2019/2020

**Job Titles Within Salary Band**

- Administrative Associate**
- Customer Service Associate**
- Sr. Accounts Payable Specialist**
- Central Service Associate**
- Gift Processing Auditor**
- Data Entry Specialist**

## **UNITED WAY'S SUBSTANCE ABUSE POLICY – APPENDIX “B”**

Alcohol and Drug Misuse

### **ALCOHOL AND DRUG MISUSE**

#### **1. PURPOSE**

The use of illegal drugs and alcohol misuse by employees is inconsistent with the longstanding commitment of the Organization to a safe, productive, and healthy work environment. Equally important, the use of illegal drugs and alcohol misuse can also result in a number of personal health and behavioral problems.

The Organization encourages employees with drug and alcohol problems to seek help before they become subject to corrective action for violating this or other Organization guidelines.

#### **2. SCOPE**

This guideline applies to all applicants and employees, temporary employees, independent contractors, and consultants.

Employees who use illegal drugs and misuse alcohol may have a number of work related problems such as absenteeism and tardiness, lower productivity, missed deadlines, poor work quality and increased accidents and injuries.

#### **3. GUIDELINE**

It is the Organization's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs with the excellence expected of every employee.

It is Organization policy that the possession, distribution, sale or offer to sell, purchase or offer to purchase and/or use of alcoholic beverages and/or controlled substances on or off Organization premises or at Organization-related events is strictly prohibited. Reporting to work under the influence of alcohol and/or controlled substances is also strictly prohibited. Violation of these policies will result in appropriate disciplinary action up to and including termination.

Organization function At Organization-sponsored events where alcohol use specifically is authorized, it may only be served to adults age 21 years or older and such adults are expected to act responsibly with respect to drinking alcoholic beverages. Any employee who consumes alcohol during Organization functions or while on Organization business are prohibited from driving if impaired. Upon request, the Organization will provide transportation for any employee who is impaired because of drinking alcohol in connection with any.

The legal use of prescribed drugs, consistent with the prescribing doctor's instruction, is not prohibited. Also, the use of over-the-counter drugs is permitted. While these drugs may be legally obtained and used, many of them may cause a sleep-inducing or narcotic effect.



Employees who take or anticipate taking any legal drugs that may affect their ability to perform their essential job functions, with or without accommodation, must immediately notify their supervisor of the situation. Failure to do so may result in disciplinary action, up to and including termination.

Any employee who is found to be using, possessing, selling, purchasing and/or distributing, or under the influence of drugs or alcohol in violation of the terms of this policy will be subject to termination of employment. Additionally, the Organization may refer such activities to the appropriate law enforcement authorities for further action. The purpose of this policy is to try to minimize or eliminate health and safety risks to all employees, vendors and visitors that may be caused by employee drug and/or alcohol use and to ensure the general safety of all Organization operations. This is a matter of great importance to each and every one of us, and for this reason full employee compliance and cooperation is requested and expected.

Employees may request approval to take unpaid time off to participate in a rehabilitation or treatment program through the Organization's health insurance benefit coverage. A request for leave, however, will not excuse an employee from prior misconduct or violation of policy related to drug or alcohol abuse. Leave may be granted to participate in a program in accordance with the Organization's policy and other legal requirements. The Organization will not discriminate against any employee or applicant because of past abuse of drugs or alcohol. Rather, it is the current use of any unlawful drugs, misuse of lawful drugs, and/or the use of alcohol in violation of this policy which will not be tolerated.

It is also requested that any employee who believes that a colleague has an alcohol or drug problem to encourage him/her to seek professional help. If the colleague chooses not to obtain professional help (and in any event if there is no prompt resolution of the problem) the employee should bring this matter to the attention of the Human Resources Director.

#### **4. ON-THE-JOB TESTING**

An employee may be asked to submit to a breath and/or urinalysis or other test if the Organization has reason to suspect that any employee may be using drugs, controlled substances or alcohol, or may be under the influence of or impaired by alcohol or drugs while at work or when reporting for work.

Such examination and/or tests, when requested, will be on Organization time, are considered a condition of continued employment, and will be at the sole expense of the Organization. Should an employee refuse to submit to the requested examination or test, or tamper with any test or result, the employee will be subject to termination for insubordination.

“Reasonable suspicion” will be based on a belief (founded upon objective facts) that an employee is using, has used or is under the influence of drugs or alcohol in violation of the Organization's policy. This belief may be based upon, but not limited to, the following factors:

1. Observable phenomena while at work such as direct observation of substance abuse or of the physical symptoms or appearance of being impaired due to substance abuse;
2. Abnormal conduct or erratic behavior while at work or a decline in work performance including attendance and tardiness problems;
3. A report of substance abuse provided by a reliable and credible source;
4. Evidence that an individual has tampered with any substance abuse test during his or her employment with the Organization; or
5. Information that an employee has caused or contributed to an accident while on Organization premises or while operating a Organization vehicle, machinery or equipment.

Employees in safety sensitive positions may be asked to submit to random drug and alcohol testing.

## **5. INSPECTIONS**

The Organization retains the right to search and inspect all Organization-owned property (including, but not limited to, computers, disks, desks, files, closets, the e-mail system, the voice-mail system) and premises, including common areas used by employees, to detect the presence of drugs, controlled substances, alcohol and other inappropriate items (e.g., weapons). The Organization retains the right to inspect and/or search any type of property that is brought in to its premises, e.g., purses, computers, briefcases. In addition, the Organization retains the right to inspect and/or search any automobile that is parked on its property – including any item contained in the car. Such inspections may occur at any time, with or without notice. **Organization employees do not have an expectation of privacy while on Organization property.** As a term and condition of continued employment, every employee is expected and required to cooperate fully with any search being conducted to detect the presence of drugs, alcohol or other inappropriate items on Organization property.

## **6. CRIMES INVOLVING DRUGS**

Employees who are convicted of, plead guilty to (including a plea of nolo contendere), or are sentenced for a crime involving illegal drugs in the workplace must report the conviction, plea or sentence to their immediate supervisor or the Human Resources Director within five days after such conviction, plea or sentence. If an employee who performs work directly relating to

## COMPETENCIES – APPENDIX “C”

### Competencies

- **Functional Knowledge:** Applies appropriate fundraising technical and functional knowledge toward achieving results; provides expertise to solve problems and meet company needs.
- **Accountability:** Demonstrating personal ownership and doing what it takes to get results; does things that are not part of his/her normal role when necessary to meet organization commitments; spends the time and effort required to get the job done and meet commitments; consistently meets deadlines and requirements.
- **Communication:** Expresses ideas and information effectively by using words, structure and organization to suit the audience or situation; uses non-verbal behaviors and emotion as appropriate; listens and reads effectively.
- **Decision-Making:** Identifies problems; generates and evaluates alternatives; reaches and implements decisions, even if some information is not obtained within the time frame available.
- **Adaptability/Flexibility:** Adapts to change and ambitious situations; maintains constructive behavior and performance under stress; willingly accepts challenges; demonstrates commitment to United Way of Greater Los Angeles.
- **Leadership:** Guides and inspires others to accomplish goals both individually and as a team; defines and encourages high standards of performance; exemplifies those standards through word and deed; commands attention and respect.
- **People Management:** Delegates and follows up on assignments as to increase subordinates productivity and competencies; gives timely, usable feedback (positive and negative); encourages teamwork and positive morale; treats subordinates with respect and fairness.
- **Creativity/Innovation:** Generates and communicates new insights and ideas; discerns larger patterns and relationships from smaller components; develops new ideas until they can be applied.
- **Interpersonal:** Interacts effectively and develops rapport with others; modifies personal behavior as appropriate; outgoing; works effectively with other departments.
- **Planning/Organization:** Structures tasks and goals; establishes efficient courses of action; sets priorities; organizes information; efficiently designs and/or executes administrative systems.
- **Problem Solving:** Identifies, assimilates and comprehends elements of a problem; seeks out required information; isolates and interprets implications; identifies solutions.