

AGREEMENT

This agreement is made between **South Central Federation of Labor** herein after referred to as the Employer, and **Office and Professional Employees International Union Local 39**, herein after called the Union. This agreement shall commence on the 1st day of August 2002 and terminate on the 31st day of July 2005.

WITNESSETH

In consideration of the premises of the respective promises, agreements and covenants of the parties hereto, that the said parties do hereby agree as follows:

ARTICLE I - MANAGEMENT RIGHTS

The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibility and powers or authority which the Employer has not officially abridged, delegated, or modified by this Agreement and such powers and authority are retained by the Employer. These management rights include, but are not limited to the following: The right to plan, direct and control the operation of the work force, to hire, to lay-off, to discipline or discharge for just cause, to establish and enforce reasonable rules of conduct, to introduce new or improved methods of operation, to contract work out, to determine and uniformly enforce minimum standards of performance, all of which shall be in compliance with and subject to the provisions of this Agreement.

ARTICLE II - SUBCONTRACTING

Section 1. When it becomes necessary to determine when, or what, to subcontract, it is, and will be, the policy of the Employer to first consider the impact on the employment security of its Employees and to notify the Union before subcontracting occurs. It is the policy and intent of the Employer to use its Employees as much as practical for work on the operations involved and to contract work out only when that course is required by sound business considerations.

Section 2. The provisions of this Article shall not be used for the purpose of undermining the Union or discriminating against any of its members.

ARTICLE III - POLICY AND PROCEDURE

Section 1. Employees shall receive instruction and assignments by the authority of the Primary Supervisor and may refuse assignments not directed or approved by the Primary Supervisor.

Section 2. Employees shall not be requested, nor shall they by their own discretion, participate in or interfere with the internal politics of the Employer.

Section 3. The Employee is required to keep an accurate written record of all earned vacation time hours. It is further agreed that the Employer will validate this written record at least one time each calendar month.

Section 4. The Employee is required to keep an accurate written record of all earned sick leave hours. It is further agreed that the Employer must validate the accuracy of this record at least one time each calendar month.

Section 5. The effects that new policies and procedures may have on Employee wages, hours, conditions and terms of employment will be negotiated with the Union.

ARTICLE IV - DEFINITIONS

Section 1. The term "Employer" as used herein means **South Central Federation of Labor** and the authorized agent thereof.

Section 2. "Primary Supervisor" shall mean the authorized agent (designated officer) that has sole supervisory control of the office Employee(s) with authority to hire, direct work assignments, promote or discipline the office Employee(s) within the office of the Employer. In his/her absence, the Primary Supervisor may designate supervisory responsibility.

Section 3. The Primary Supervisor for the term of this contract shall be **James Cavanaugh** or successor, if succeeded within the duration of this Agreement.

Section 4. "Employee" shall mean any full time or regularly scheduled part time person who is a member in good standing with the Union regularly employed by the Employer.

Section 5. "Part time" Employee shall mean any Employee who's regularly scheduled work hours total less than 35 hours per workweek.

Section 6. Pro rata benefits. All regularly scheduled Part-time Employees shall receive prorated Holiday, Vacation and Sick Leave benefits based upon actual hours worked. However, Part Time Employees who are hired as self-scheduling Employees will not be granted holiday, vacation or sick leave benefits except as may be covered by an Addendum Agreement attached to this contract.

Section 7. "Day" or "work day" shall mean the total hours of a regular workday as it applies to each Employee's regular work schedule.

ARTICLE V - UNION RECOGNITION AND SECURITY

Section 1. The Employer hereby recognizes the Union as the sole bargaining agent and representative for all full-time and regularly scheduled part-time office employees coming under jurisdiction of this Agreement.

Section 2. The Employer agrees that all Employees covered under this agreement shall, as a condition of employment, remain members of the Union in good standing.

Section 3. The Employer agrees that all new Employees hired subsequent to the effective date of this Agreement, and upon satisfactory completion of their probationary period, shall as a condition of employment, become and remain members in good standing with the Union.

ARTICLE VI - HIRING

Section 1. When any vacancy occurs, or a new position is created, the Employer shall notify the Union. Any new employee shall serve a probationary period of 90 calendar days. If it is found that the services of any employee during the probationary period are not satisfactory, the Employer may dismiss the employee at any time during the 90-day period. If an employee satisfactorily completes the probationary period, he/she shall be deemed a regular Employee, and their seniority and all benefits shall be retroactive back to their date of hire.

Section 2. At the time of hire, the Employer and the Employee shall agree upon wages, hours and benefits granted the Employee, according to the terms of this Agreement, which shall then be presented to the Union. These items shall be reduced to writing and attached to the contract in the form of an Addendum.

Section 3. The Employer may hire temporary employees as temporary replacements for Employees covered by this Agreement who are ill, on leave of absence or on vacation, or for special tasks, and such employees may be released without recourse. In the event that the temporary character of their employment is concluded and they are retained as Employees, the terms of the Agreement shall apply.

Section 4. The Employer and the Union agree that the provisions of this Agreement will be applied to all Employees without regard to non-valid points of individual distinction such as race, creed, color, national origin, age or sex.

ARTICLE VII - HOURS OF WORK

Section 1. The normal workweek shall consist of five consecutive workdays, Monday through Friday, in a pre-established work schedule, not to be less than 35 work hours nor more than 40 work hours for full-time Employees. The exact hours are indicated in the attached Addendum.

Section 2. The normal workday shall consist of 7, 7 1/2 or 8 work hours for full time Employees within a pre-established work schedule. The exact hours for each Employee are indicated in the attached Addendum.

Section 3. The regular hours of the workday shall be consecutive except that they may be interrupted by meal and rest periods. Hours provided in the addendum may be changed only by mutual agreement.

Section 4. Any change in work hours must be by mutual agreement between the Employee and the Employer and:

- (a) The Union must be notified before any agreement is finalized.
- (b) A written copy of the agreement is signed by both the Employer and the Employee.
- (c) The agreement puts forth the Employee name, hourly wage, when overtime commences and the term of the agreement.
- (d) The regular workday shall not commence before 7:00 a.m.
- (e) The regular workday shall not extend beyond 5:00 p.m.
- (f) Copies of the signed agreement are provided to the Employee and to the Union within five

(5) days of signing, by the Employer and the Employee.

ARTICLE VIII - OVERTIME

Section 1. Any Employee whose regular hours are seven (7) hours per workday and all part-time employees shall receive time and one-half for hours worked in excess of seven (7) hours per day.

Section 2. Any Employee whose regular hours are 7 1/2 hours per day shall receive time and one-half for hours worked in excess of seven and one half (7 1/2) hours per day.

Section 3. Any Employee whose regular hours are eight (8) hours per day shall receive time and one-half for hours worked in excess of eight (8) hours per day.

Section 4. For any work performed on Saturdays, Sundays, Holidays and for the tenth (10th) hour and over in excess of the regular workday hours shall be compensated at double time.

ARTICLE IX - PAID HOLIDAYS

Section 1. The following days shall be recognized as paid holidays, provided that the Employee was on payroll the last scheduled day preceding and the first scheduled day following the holiday and that the day of observance falls on a regular scheduled work day.

News Years Day	Labor Day
Full Day before New Year's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	Full Day before Christmas Day

Section 2. All full-time and regular part-time Employees shall receive holiday pay for all work performed on the above enumerated days at the rate of double time.

Section 3. The Employee may receive compensatory time off in lieu of over time pay if mutual agreement is made between the Employee and the Employer prior to work performed on the enumerated holidays. Compensatory time off for holidays worked shall be at double time.

Section 4. When a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Section 5. Pro rata holiday pay shall be paid to all regularly scheduled part time Employees in conjunction with the terms of this Article.

Section 6. Reasonable time off for voting purposes shall be granted on any Election Day to all Employees at the beginning or at the end of the workday.

ARTICLE X - VACATION

Section 1. All employees who will have attained the seniority status specified in the table below during the vacation year shall be entitled to the corresponding vacation with pay, or the pro rata portion thereof:

After the first year of service	10 days paid vacation
For each of the 2nd 3rd 4th & 5th years	10 days paid vacation
Upon the completion of the 5th year	15 days paid vacation
Upon completion of the 15th year	20 days paid vacation
Every year thereafter	20 days paid vacation

Section 2. Vacation with pay shall not be granted to any Employee during the probationary period, but when an Employee completes his/her probationary period, he/she shall be credited at the rate set forth herein retroactive to the date of employment.

Section 3. All vacation shall be subject to the approval of the Employer. Every effort will be made to grant vacation at times most desired by the Employee. In the event that the Employee can not be granted vacation due to workload, all earned vacation may be carried over without loss of earned time off.

Section 4. The written record shall be adjusted by the Employee and validated by the Employer, indicating an accurate balance of unused vacation time credited the Employee.

Section 5. Vacation pay shall be at the Employee's regular straight time hourly wage multiplied by the Employee's average straight time hours worked per regular workweek.

Section 6. Vacation may be used as it is earned, however, all earned vacation time must be used within the twelve (12) months following the period in which it was earned unless other agreement has been made between the Employee and the Employer, and such agreement is reduced to writing.

Section 7. In the event of layoff, quit or discharge, the Employee shall be paid full pro-rata for all unused vacation time except if the Employee terminates employment without giving the Employer at least 14 calendar days notice of intent to terminate. Shorter notice may be accepted by mutual agreement between the Employee and the Employer, and the agreement is reduced to writing.

Section 8. In the event of the death of an Employee, full pro-rated benefits for all unused vacation time shall be paid to the beneficiary named by the Employee.

Section 9. In the event any holidays enumerated in Article VI of the Agreement occur during the period of any Employee's vacation, an additional day's vacation shall be allowed for each holiday so occurring.

ARTICLE XI - SICK LEAVE

Section 1. Employees shall earn pro rated sick leave equal to one (1) day per month worked up to a maximum of twelve (12) days per year.

Section 2. After the Employee has completed one year service, the Employee may convert two days of accumulated sick leave to one day of personal leave, to a maximum of two personal leave days per year as needed.

- (a) Employees may use personal leave in increments of one hour or more for reasons of a personal nature.
- (b) The Employee will give the Employer as much advance notice as possible, however may use personal leave for immediate personal emergencies when necessary.
- (c) The Employee will not be required to discuss the reason for personal leave with the Employer.

Section 3. Sick Leave is accumulative to a maximum of 100 days.

Section 4. Sick leave may be used as it is earned in increments of one hour or more for the illness or injury of the Employee, the Employee's spouse, child or other member of the immediate household, or for scheduled doctor and dental appointments.

Section 5. An Employee must, whenever possible, report the use of sick leave within the first hour of the scheduled work day. All used sick leave must be recorded by the Employee and validated by the Employer.

Section 6. The Employee shall have the vested right to payment for unused sick leave upon retirement, up to a maximum of 60% of their accumulated sick leave, or opt to convert the same to health insurance premium payments. A lump-sum payout will be paid within thirty (30) days of the date of termination. The employer has the option to make equal monthly payments of the pay-out amount for up to twelve (12) months. For the purpose of this Article, retirement shall mean any one of the following:

- (a) The Employee reaches age 55 years and has a minimum of fifteen (15) years service with the Employer at the time employment is terminated.
- (b) The Employee reaches age 60 and has a minimum of ten- (10) years service.
- (c) The Employee has a minimum of twenty (20) years service with the Employer at the time employment is terminated.

Section 7. An Employee forfeits the vested right to payment for accumulated sick leave if any of the following occur:

- (a) The Employee terminates employment without giving the Employer at least fourteen (14) days notice of intent to terminate. Shorter notice may be accepted by mutual agreement between the Employee and the Employer, and the agreement is reduced to writing.
- (b) The Employee refused to assist in the training of a new Employee.
- (c) The Employee is terminated for just and reasonable cause.

ARTICLE XII - LEAVE OF ABSENCE

Section 1. PERSONAL LEAVE OF ABSENCE. The Employee may be granted unpaid leave of absence for up to ninety (90) calendar days.

- (a) Except for emergency situations, the Employee shall give the Employer at least twenty-six (26) calendar days notice before the beginning date of the intended leave, and specify the anticipated date the Employee intends to return to work.

- (b) If the Employee desires to return to work before the specified date, the Employee shall notify the Employer at least fourteen (14) calendar days before the new return to work date.
- (c) The Employee shall be permitted to return to his/her job without loss of seniority or other benefits, except that the Employee shall not accumulate seniority while on unpaid leave of absence.
- (d) The Employer may grant more than ninety (90) calendar days of personal leave of absence.
- (e) The Employer may refuse to permit more than one unpaid leave of absence within any calendar year.

Section 2. MATERNITY LEAVE OF ABSENCE. Regular full time and regularly scheduled part time Employees will be granted up to ninety (90) calendar days of unpaid leave of absence for the birth or adoption of a child. More than ninety (90) calendar days may be granted if mutually agreed between the Employer and the Employee.

- (a) Sick leave and/or accumulated vacation benefits may be used during a maternity leave of absence.
- (b) If the Employee becomes medically disabled due to conditions of pregnancy and/or childbirth, the provisions of Section 3 of this Article shall preside.

Section 3. MEDICAL LEAVE OF ABSENCE. The Employee shall be entitled to take a medical leave of absence for reasons of personal illness, injury or any verified disability for a period of time up to ninety (90) calendar days without loss of seniority or other benefits, except that the Employee shall not accumulate seniority while on disability leave of absence.

- (a) The Employee may use up to twenty (20) days of paid sick leave before the ninety-(90) calendar day leave commences.
- (b) Once the ninety-(90) calendar day leave begins, the Employee may use accumulated sick leave or take the leave without pay at the Employee's option.
- (c) The Employer may grant additional leave time if deemed necessary.
- (d) The Employee shall retain all vested rights of the contract while on disability leave; to include all negotiated wage increases and other adjustments in benefits.
- (e) The Employer may hire a temporary employee while the regular Employee is on disability leave of absence, provided:
 1. The temporary employee, at the time of hire, is made aware that the term of temporary employment is dependent upon the return date of the regular Employee.
 2. After ninety (90) calendar days the temporary employee shall be required to become an associate member of the Union and remain an associate member in good standing.
 3. The temporary employee shall be entitled to the rights and provisions of the following Articles of this Agreement: (Pro rata sick leave, vacation, holidays) for the duration of their temporary employment commencing with the 91st calendar day, retroactive to their hire date.
 4. In the event that the regular Employee does not return to work after ninety (90) calendar days the Employer may extend the leave of absence or fill the position, but notice of intent must be delivered to the Union.
 5. The Employer may retain the temporary employee as a regular Employee, granting full seniority and employment rights retroactive to the first date of hire, with no additional probation, or release the temporary employee from service within 30

working days. The temporary employee shall be entitled to either two weeks notice or two weeks pay.

- (f) Any Employee on medical or disability leave of absence may use part or all earned accumulated sick leave and/or vacation, but the ninety (90) calendar day leave shall begin the first day the Employee is off payroll, or the twenty-first (21st) day of paid leave, which ever is first.
- (g) If the Employee desires to return to work before the specified date, the Employee shall notify the Employer at least fourteen (14) calendar days before the return to work date.

Section 4. BEREAVEMENT LEAVE. Employees shall be granted three (3) days of paid bereavement leave upon the death of each member of the immediate family. Immediate family shall be defined as spouse, mother, father, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchild. Employees shall be granted one (1) day of paid bereavement leave upon the death of each of the following family members: step mother, step father, step child, step brother, or step sister. Additional time off may be charged against sick leave or vacation. The Union will maintain statistics on families for the purpose of employer verification.

ARTICLE XIII - SENIORITY

Section 1. Seniority shall begin from the first day of employment; however, seniority shall not be credited to the Employee until after completion of the probationary period. Upon satisfactory completion of the probationary period, the Employee will be granted seniority, sick leave, vacation and other benefits retroactive to the original hire date, with no additional probationary period.

Section 2. In case of lay off, recall, or promotion, the principle of seniority shall prevail so long as the senior Employee has the qualifications to perform the work required.

ARTICLE XIV - INSURANCE

Section 1. The Employer will continue to provide health insurance to the Employee as indicated in the attached Addendum.

Employees covered under insurance provided by the Employer of their spouse: If the Employee does not participate in the health insurance benefits offered by the Employer because the Employee is covered under the health insurance policy of their spouse, but the coverage is interrupted because of reasons not under the control of the Employee, the Employer will extend health insurance coverage to the Employee.

Section 2. It is agreed that the Employer will carry Worker's Compensation Insurance, Unemployment Insurance and Social Security Coverage for all Employees.

ARTICLE XV - PENSION

Section 1. After the Employee has successfully completed their probationary period, the Employer shall provide a bona fide pension plan for the Employee, retroactive to the date of hire.

Section 2. The Employer shall make contributions equal to 10% (or greater) of the Employees gross

income to an IRA, SEPP, Union Local or other pension program that is recognized as a bona fide pension plan.

Section 3. Except for an Employee owned IRA or SEPP, the Employer shall provide the Employee with the necessary information to keep him/her informed:

- (a) the name, address and phone number of the custodian
- (b) all program rules
- (c) quarterly statements of account

Section 4. The Union shall be notified by the Employer, and an appropriate Addendum attached to the individual contract within 30 days of the first contribution.

ARTICLE XVI - TIME OFF FOR UNION BUSINESS

The Employer agrees to grant necessary time off without pay, without discrimination to any Employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, or to attend labor related educational classes or conferences, not to exceed five (5) days per calendar year. Additional time may be approved by the Employer.

ARTICLE XVII - OFFICE VISITS

The Employer agrees to permit office visits by Union Representatives to be sure that the terms of this Agreement are being carried out in every particular. Such visits must not upset the working conditions of the office nor interfere with the business of the Employer.

ARTICLE XVIII - USE OF THE UNION LABEL

The Union agrees to supply the Employer with the official stamp of the Union. The Employer is hereby granted the right to affix this Union label to all of the Employer's office correspondence and to any other work during the period of the Employer's compliance with this Agreement.

ARTICLE XIX - TRANSFER OF OPERATIONS

Section 1. Employees shall have the right to go with the Employer if any such offices are moved to another location, without loss of any rights.

- (a) The Employer shall notify Employees of intent to transfer operations at least thirty (30) calendar days prior to the date of transfer. If the Employer fails to give thirty (30) calendar days notice, and the Employee chooses to terminate Employment, the Employer shall compensate the Employee at the rate of one week's pay for each year of service.
- (b) If the Employer transfers business and the new location causes the Employee to add more than 30 miles driving distance to work, the Employee may terminate employment with proper notice to the Employer, and shall be entitled to compensation for accumulated sick leave. Sick leave compensation shall be paid at the rate of 60% of accumulated unused sick leave. A lump-sum payout will be paid within thirty (30) days of the date of termination. The employer has the option to make equal monthly payments of the pay-out amount for up to twelve (12) months.
- (c) The Employee shall give the Employer at least fourteen (14) calendar days notice of

intent to transfer, or terminate employment. If the Employee fails to give the Employer appropriate notice of intent, the Employee forfeits all vested rights.

ARTICLE XX - SUCCESSORS

In the event the Employer merges, restructures, transfers or assigns any of its facilities or operations to or with other subdivisions, Unions, or persons, the Employer agrees as part of such merger, restructure, transfer or assignment, the Employer shall also transfer all rights of the Employees covered by this Agreement, and assures that the Employees shall continue to enjoy the protection of the Articles and vested rights of the Agreement, and the Union shall continue to be recognized as the sole bargaining agent of all covered Employees. The Employer shall notify the Union in writing at least thirty (30) days in advance of any such merger, transfer, restructure or assignment.

ARTICLE XXI - DISCIPLINE AND DISCHARGE

Section 1. DISCIPLINE. The Employer's normal disciplinary process will progress from oral warning, to written warning, to disciplinary probation, to suspension, to discharge.

- (a) The Union must be notified by the Employer of any disciplinary action, written warning or greater.
- (b) Disciplinary actions shall have reasonable time limits and the Employee shall be made aware of the time limits at the time disciplinary action is taken.
- (c) The Employer agrees to notify the Union before the dismissal of any Employee.

ARTICLE XXII - SEPARABILITY PROVISION

If any Section of this Agreement is held invalid, the remainder shall not be affected thereby and the parties shall enter negotiations forthwith to draft a new provision to supplement the one held invalid.

ARTICLE XXIII - GRIEVANCES

Section 1. A grievance within the meaning of this Agreement shall be any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2. An aggrieved employee, with his/her union representative if the employee so desires, shall discuss the matter with the Employer. If the grievance is not settled within 3 working days following this discussion, the grievance shall, within 3 working days following the Employer's decision, be reduced to writing and submitted to the Employer.

Section 3. The written grievance shall be submitted to the Employer and shall set forth the nature of the dispute and the suggested relief sought. The written grievance shall not be considered a formal framing of the issue or remedy if the issue is arbitrated. Within three working days after receipt of the written grievance, the Employer shall answer the grievance in writing, with copy to the Union. If the grievance is denied, the answer must include the initial reason for the denial.

Section 4. If the grievance is not resolved in the preceding step, either party may appeal the grievance to arbitration by giving written notice to the other party within 10 working days following

the Employer's written denial.

Section 5. If the grievance is appealed to arbitration, the parties shall meet within 5 days and try to agree on an arbitrator. Failing to reach such an agreement, the parties shall contact WERC and request that an arbitrator be assigned to hear the grievance.

Section 6. The decision of the arbitrator shall be final and binding. The arbitrator's fees shall be equally borne between the Employer and the Union. The Arbitrator shall not add to, subtract from or modify the language of any Article of this Agreement.

Section 7. Both parties may agree to an expedited arbitration procedure, and therefore also agree to the following:

- (a) The award shall be rendered as a bench decision or within 48 hours,
- (b) A written award within 48 hours without a written opinion,
- (c) The parties shall not submit briefs.

ARTICLE XXIV - WAGES

Wage scale for employees hired after August 1, 1996

Job Title	Base Hourly Rate	Years Service
Clerk/Typist	7.25	Start
	7.55	6 Months
	7.85	1 Year
Secretary I	8.15	Start
	8.45	6 Months
	8.75	1 Year
Secretary/Bookkeeper	9.35	Start
	9.65	6 Months
	9.95	1 Year

These rates are intended as a suggested starting rate only; hourly wages for Employees shall be negotiated separately and recorded on an attached addendum.

Section 1. The Employer reserves the right to hire a new employee under any job title based upon Employer need.

Section 2. Employees hired prior to August 1, 1990 will have an individual negotiated wage addendum attached to their contract, and a copy will be provided to the Employer and the Union.

Section 3. All Articles pertaining to wages may be re-opened by the Union or the Employer on an annual basis, provided written notice is delivered to the other party of the desire to modify the terms of this Article or specified addendum, addressing wages, not less than sixty (60) days prior to August 1, of each year that the master contract Agreement is in effect.

