

## **PREAMBLE**

This Collective Bargaining Agreement (“Agreement” or “CBA”) is made as of the 7<sup>th</sup> day of February, 2022 by and between BioBus, Inc. (“Employer”) and Office and Professional Employees International Union (OPEIU), Local 153 (“Union”) (collectively, “Parties”).

## **ARTICLE I RECOGNITION, SCOPE AND COVERAGE**

### Section 1

BioBus, Inc. (hereto “the Employer”) agrees to recognize Office and Professional Employees International Union Local 153 (hereto “the Union”) as the sole collective bargaining agent for all full-time and regular part-time employees, excluding interns, temporary and casual employees; managers, supervisors, confidential employees, and guards as defined by the National Labor Relations Act (the Bargaining Unit certified in NLRB Case No. 02-RC-270080).

### Section 2

The term “employee,” when used in this Agreement, means a Bargaining Unit employee unless otherwise specified.

### Section 3

The Employer agrees that in the event it hereafter conducts any new operations at facilities or locations outside the New York City metropolitan area, employing in such operations employees performing the kind of work done by Bargaining Unit employees covered by this Agreement, then the Employer will enter into an agreement providing for voluntary recognition of the Union, based on a card-check showing of majority status among the full-time and regular part time employees of the Employer in such new locations, excluding managers, supervisors, confidential employees, and guards as defined by the National Labor Relations Act.

## **ARTICLE II UNION INFORMATION AND ACCESS**

### Section 1

The Employer will supply the Union with a roster including, to the extent it is provided to the

employer, the name, self-declared gender identity (if any), address, salary, date of hire, phone number (including cell phones), email address, and job classification of all employees covered by this Agreement within thirty (30) days of the date of execution. The Employer will supply the Union with the same information at the time a new employee is hired into the Bargaining Unit covered by this Agreement. Thereafter, the Union shall be notified each month of all changes in the above employee information, as well as employee resignations, retirements, death, promotions, transfers, demotions, dismissals, and leaves of absence.

Section 2

The Employer agrees that a representative of the Union shall have access to the place of business during working hours for the purpose of investigating or settling disputes under this Agreement, upon reasonable notice. The Employer agrees to cooperate with said representative in ascertaining all facts bearing on any matters in question to facilitate an amicable adjustment and/or appropriate handling under the grievance processes of this Agreement.

**ARTICLE III  
UNION SECURITY**

Section 1 Tentative Agreement (TA)

The Employer agrees that all employees hired before the effective date of this Agreement and covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the execution of this Agreement, become and remain members of the Union in good standing.

Section 2 Tentative Agreement (TA)

The Employer further agrees that all employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing.

Section 3 Tentative Agreement (TA)

The provisions of this Article (including any reference to Union membership in good standing) shall be interpreted, implemented and administered in accordance and consistent with applicable provisions of federal and state laws. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with this Article.

**ARTICLE IV  
CHECK OFF OF DUES, INITIATION FEES  
AND VOTE FUND CONTRIBUTIONS**

## Section 1

The Employer agrees to deduct from each regular paycheck of each employee, in accordance with that employee's voluntarily signed dues deduction assignment form, the amount of Union dues and initiation fees levied by the Union.

## Section 2

The Employer agrees to remit such dues and initiation fees thus collected to the Union each month, at a time that would ensure receipt of said monies at the Union office prior to the last day of the month, and will make supplemental remittances thereafter of amounts deducted from salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid Union dues and initiation fees from the final paycheck of any eligible employee member in accordance with that employee's signed dues deduction assignment form.

## Section 3

Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

## Section 4

The Union agrees to file an initiation fee and dues deduction assignment form with the Employer prior to such deductions.

## Section 5

The Employer shall deduct from the wages of an employee who submits a voluntary authorization card an amount designated by such employee for OPEIU "Voice of the Electorate" (VOTE) Fund. Such voluntary contributions shall be forwarded to the Secretary-Treasurer of OPEIU Local 153 AFL-CIO monthly, by check payable to "Voice of the Electorate" along with a list of persons who donated such monies. Each month, the employer will provide a list of bargaining unit members who have remitted dues for that month.

## Section 6

The provisions of this Article shall be interpreted, implemented and administered in accordance and consistent with applicable provisions of federal and state laws. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer in complying with this Article.

**ARTICLE V  
MANAGEMENT RIGHTS**

The Parties recognize and acknowledge that the Employer reserves and retains all management rights and prerogatives not expressly limited or modified by a specific provision of this Agreement. The Employer's exercise of or failure to exercise any management right, prerogative, or function in any given circumstances shall not be deemed a waiver, limitation, or modification of the Employer's management rights and prerogatives.

**ARTICLE VI  
JOINT LABOR-MANAGEMENT COMMITTEE**

The Employer and the Union will establish a Labor-Management Committee ("LMC"), consisting of up to three (3) representatives designated by each party, to meet periodically to discuss matters of mutual interest. The LMC is intended as an ongoing communication forum, operating by consensus, that can help maintain constructive relations and enhance the effectiveness of staff and management in working together. Discussion topics may include non-mandatory subjects such as organizational plans and developments, contemplated new projects, external relations, government lobbying. The LMC may make consensus recommendations to the Employer at any time. The LMC shall not have decision-making power and is not authorized to collectively bargain over terms and conditions of employment, to amend or supplement any existing Collective Bargaining Agreement, or to address matters that are subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII NON-DISCRIMINATION**

### Section 1

The Parties will not discriminate against or engage in harassment (including sexual harassment) of any employee on any basis prohibited by applicable law, including but not limited to the employee's membership in or activity on behalf of the Union; race; color; creed; age; national origin; alienage or citizenship status; gender (including gender identity); sexual orientation; disability; arrest or conviction record; pregnancy; sexual and other reproductive health decisions; credit history; salary history; caregiver status; marital status; partnership status; status as a victim of domestic violence, stalking and/or sex offenses; religion; sex; genetic information; military status; employment status; or any other characteristic as protected by law. Provided, however, that notwithstanding anything in this Article or elsewhere in this Agreement, the Employer's adherence to applicable requirements relating to its work with children and students (including but not limited to screening, background checks, and restrictions on sex offenders or child abusers serving in an educator capacity) shall not be deemed a violation of this Agreement.

### Section 2

In compliance with the Americans with Disabilities Act and other related laws, the Parties will endeavor to make reasonable accommodations for the following reasons: known physical or mental limitations of qualified employees with disabilities; the sincere religious beliefs of employees; and employees' pregnancy, childbirth, or related medical conditions.

## **ARTICLE VIII HIRING**

### Section 1

The Employer shall have the right to hire employees from any source, but in the event there is a job vacancy or a need for additional employees in the bargaining unit, the Employer agrees to notify the Union so that the Union might have an opportunity to refer one or more of its members for consideration as an applicant.

### Section 2

Notice of all bargaining unit job vacancies shall be emailed to all members of the bargaining unit as well as current and past interns, at their last-known email address, and will be posted on the organization's intranet for at least ten (10) working days, regardless of how long it is posted externally. The notice will include job title, team, physical location, hours of work and shift, salary, and brief description of job duties including qualifications and necessary skills. Qualified employees and current and past interns who apply during the ten-working-day period will be considered for the job. Nothing in this Agreement limits an employee's right to apply for, or the Employer's right to offer an employee a transfer to, a position in their same job classification or in another classification with the same salary.

### Section 3

An employee's first four (4) months of employment, beginning with the date the employee starts work, shall be deemed a probationary period, during which the employee's performance, progress and suitability may be monitored and assessed and their employment is at-will. An employee's probationary period may be extended by the Employer, if the Parties mutually agree to do so, for up to an additional thirty (30) days upon notice to the employee. The Employer may, in its sole discretion, terminate the employment of an employee or take other adverse action at any time before the expiration of their probationary period as defined herein. The Employer's discipline, termination, failure to extend probation, non-retention in post-probation employment, or other adverse action with respect to a probationary employee shall not be deemed a violation of this Agreement and shall not be subject to challenge through the grievance and arbitration provisions of this Agreement.

### Section 4

Seniority shall mean length of continuous service within the Bargaining Unit. An employee retained following successful completion of probation shall have seniority dating from their original date of hire. An employee shall lose all seniority rights for any one or more of the following reasons:

- Voluntary resignation
- Discharge for just cause
- Failure to return to work within five (5) working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident
- Layoff for a continuous period of more than eighteen (18) months.

## **ARTICLE IX DISCIPLINE AND DISCHARGE**

### Section 1

There shall be no discipline or discharge of non-probationary employees without just cause. Discipline will be applied progressively except in the case of gross misconduct, and will be applied within [twenty (20)] working days of the event(s) or the discovery of the event(s) giving rise to the discipline. The Union shall be notified in writing, simultaneously with the employee, of any discipline or discharge.

### Section 2

Employees have the right to have a Union steward or representative present during disciplinary conferences, including investigatory meetings. The Union and the employee shall receive a copy of written discipline, as provided in Section 1, along with a copy to the Chief Steward. Upon request, the Union and/or the employee may inspect and obtain a copy of any other disciplinary records maintained in the employee's personnel file.

Section 3

The Employer agrees that records of prior discipline shall not be a basis for further disciplinary action after one year from the date of the incident, provided there is no repeat of the same or similar behavior which caused that prior disciplinary action.

Section 4

All Employees have access to their personnel file provided they give reasonable advance notice to their manager.

**ARTICLE X  
PROMOTIONS AND TRANSFERS**

Section 1

Promotion is hereby defined as a move from a lower labor grade to a higher labor grade (tiers). A promotion may be offered to an employee at any time, in the Employer's discretion, but no employee will be compelled to accept a promotion. In accordance with Article VII, Hiring, qualified current bargaining unit employees who apply for posted vacancies in Bargaining Unit positions within the first ten (10) working days of internal posting will be considered regardless of whether the vacancy is in a higher labor grade position or in the same or lower labor grade. Preference will be given to seniority with BioBus when choosing between applicants the Employer determines are equally qualified in all other respects; provided, however, that seniority preference shall not apply where inconsistent with the interests of fostering diversity, equity and inclusion in hiring and employment at BioBus.

Section 2

An employee temporarily filling all the duties of a higher-paid bargaining unit or non-unit position during that employee's absence, or temporarily filling a vacant higher paid bargaining unit position on an acting basis, for a period of three (3) day(s) or more shall receive the higher position's salary or an 8% increase, whichever is higher, for the temporary period only.

Section 3

Nothing in this Agreement shall prevent the Employer from offering an employee a transfer to another position in the same job classification or another bargaining unit position equal thereto in salary. Any employee who accepts such offered transfer shall receive the same salary as their position.

**ARTICLE XI  
LAYOFFS AND RECALL**

Section 1

Employees who are laid off or discharged shall receive two (2) weeks' notice, unless the employee is summarily dismissed for gross misconduct.

Section 2

If the Employer determines that a reduction of bargaining unit staff is necessary, the employer shall give written notice to the union of a layoff, and the parties shall meet within 3 business days to bargain impact to the bargaining unit employees.

Section 3

Any employee laid off shall be placed on the recall list for a period of eighteen (18) months. Time spent on the recall list will be counted for purposes of computation of seniority but for no other purpose, including the accrual of paid time off. During the eighteen (18) month recall period, laid-off employees shall be recalled to their former position if it becomes open, and will receive first consideration for any other Bargaining Unit job openings for which the Employer reasonably determines they are qualified.

Section 4

An employee recalled and reinstated to their former position shall receive their former rate of pay in addition to any wage increases which were applied to their job classification during the period they were on the recall list.

Section 5

Any notice of recall or job openings to any employee who has been laid off shall be made by email to such laid-off employee.

**ARTICLE XII  
WORK SCHEDULE AND OVERTIME**

Section 1

- a. The standard work week for full-time employees will consist of forty (40) hours of work distributed over five scheduled workdays during the period Monday through Sunday, inclusive, but individual schedules may vary from the standard depending on the nature of the employee's job and the programs and services provided by BioBus.
- b. Supervisors will consult with each employee in determining their individual schedules, and an employee will be given at least one (1) week's advance notice, if feasible, of changes to their scheduled workday.



- c. An employee's paid working time will include a fifteen (15) minute rest break during each period of four consecutive hours of working time. An employee is entitled to an unpaid lunch break of at least thirty (30) minutes of non-working time during every workday consisting of at least five hours of work time.
- d. Working on any of the listed Holidays in Article XIII of this Agreement will always be voluntary for employees. Non-exempt employees will be paid at the rate of time and one-half for work on a Holiday. Exempt employees will receive one comp day for working on a Holiday.

## Section 2

- a. Employees classified as non-exempt from statutory overtime will receive overtime pay in accordance with applicable law for all work performed in excess of forty (40) hours per week (or in excess of such other limit as may be prescribed by applicable federal, state and/or local law). No overtime work shall be performed without specific written approval from the employee's supervisor. All monies due for overtime shall be paid at the same time the regular weekly wages are paid for the week when the overtime is performed.
- b. Employees exempt from statutory overtime will be granted one (1) hour of compensatory time off with pay for each hour they are required to work more than forty (40) hours in a work week. No overtime work shall be performed without specific written approval from the employee's supervisor. A request to take compensatory time off must be submitted in writing (in Zenefits or other relevant electronic payroll/attendance system) within 2 (two) weeks of completing such excess work; the use date requested will not be unreasonably denied. Unused compensatory time off does not accrue, does not carry over from one fiscal year to the next, and shall not be cashed out at any time.
- c. Paid holidays, vacation days, personal days, and emergency closing days under this Agreement shall be considered time worked for purposes of overtime computation.
- d. The Employer may require work time-tracking and reporting by employees. The Union and the Employer will develop a system for tracking and requesting overtime pay.

## **ARTICLE XIII HOLIDAYS**

The Employer will observe and provide pay for all federal holidays, as listed below:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (third Monday in January)
- Presidents Day/Washington's Birthday (third Monday in February)
- César Chávez Day (March 31)
- Memorial Day (last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)

- Labor Day (first Monday in September)
- Indigenous People’s Day (second Monday in October)
- Federal Election Day
- Veterans Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving (fourth Friday in November)
- Christmas Day (December 25)
- New Year’s Eve (December 31)
- Presidential Inauguration Day

In addition, employees may schedule two paid floating holidays per calendar year.

The Employer observes federal holidays falling on a Saturday on the preceding Friday and observes federal holidays occurring on a Sunday on the following Monday. All full-time employees will receive eight (8) paid hours for a holiday.

**ARTICLE XIV  
VACATION TIME AND PERSONAL DAYS**

Section 1

Employees shall be guaranteed a minimum of twenty-five (25) days (200 hours) of vacation with pay during each fiscal year beginning July 1, 2022 (pro rata for part-time employees). Employees can cash out up to five (5) days of unused vacation time. In the event that a holiday named in this Agreement falls during an employee’s vacation period, that day will not be charged against the employee’s vacation time. Vacation time allowed under this Agreement does not roll over from one fiscal year to the next and may not be cashed out during employment with BioBus.

Section 2

When scheduling vacation time , an Employee should give as much advance notice as possible. The Employer must respond to a vacation submission within three (3) business days, either approving the vacation schedule (in Zenefits or other relevant electronic payroll/attendance system) or further discussing the vacation schedule with the employee. The Employer will not unreasonably deny vacation requests. Management is expected to act in good faith when scheduling their own vacation. Staff-wide vacation blackout dates shall be determined at least three (3) months in advance. Vacation time off may be scheduled for periods of at least one (1) hour up to a maximum of fifteen (15) consecutive work days.

Section 3

An employee separating from employment for any reason shall be paid whatever unused vacation time from the beginning of that fiscal year up to the date of separation. In the event of separation by reason of the employee’s death, said payment shall be made to the employee’s estate.

#### Section 4

In the event that there are two or more employees from the same team who seek to take vacation at the same time, selection of vacation time will be done via a rotation system, in which the person who has taken the least amount of vacation time in the current fiscal year shall be granted precedence and so on. In the event that two employees with equal vacation time taken in the current fiscal year schedule a vacation at the same time, precedence shall be granted to the employee who has least recently taken vacation.

#### Section 5

All employees covered under this collective bargaining agreement shall be entitled to three (3) personal days off with pay in each fiscal year (a total of 24 hours), which are immediately available at the start of that year and may be used in increments of at least one hour. If the need for a personal day is foreseeable, employees should give as much advance notice as possible. If the need for a personal day is not foreseeable, employees are asked to notify their supervisor as soon as is practical. Unused personal days do not carry over from one fiscal year to the next and may not be cashed out upon separation or at any other time.

### **ARTICLE XV SICK LEAVE AND OTHER LEAVES OF ABSENCE**

#### Section 1: Sick Leave

Sick Leave available under this Section is intended and shall be applied to satisfy any applicable federal, state or local law mandating paid or unpaid sick leave, and it may be used for illness, medical appointments or any other purpose prescribed by such laws. Sick Leave is distinct from Medical Leave provided under Section 2 of this Article, and it need not be used before requesting such Medical Leave.

- a. Employees are entitled to fifteen (15) days of paid sick leave per fiscal year beginning July 1, 2022, which shall accumulate to a maximum at any time of forty-five (45) days. Part-time non-exempt employees accrue Sick Leave in proportion to the number of hours for which they are paid, excluding overtime, and Part-time exempt employees receive Sick Leave according to the percentage their regular work schedule bears to a full-time work schedule. Unused accrued sick days will not be cashed out at the end of the employee's tenure with the Employer or at any other time.
- b. If the need for Sick Leave is foreseeable, the employee is required to give at least thirty (30) days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, the employee must notify their supervisor as soon as is practical and continue to give notice of intent to use Sick Leave each morning, absent emergency circumstances. A report from a health care professional may be required to document the need for Sick Leave in the event that an employee is out for three or more consecutive days or has repeated episodes of Sick Leave usage in a short period of time or Sick Leave is used in an unusual pattern.

#### Section 2: Paid and Unpaid Family and Medical Leave

Family and Medical Leave under this Section 2 consists of (a) Parental Leave, (b) Caregiving Leave and (c) Medical Leave. All three forms of leave under this Section are available annually, may be scheduled intermittently over the course of twelve (12) months, and may be taken in the form of reduced hours. The Family and Medical Leave benefits provided under this Section 2 are intended to satisfy the requirements of the federal Family and Medical Leave Act and/or comparable state and local FML laws, and leave taken under this Section 2 shall run concurrently with and count toward any such statutorily required FML leave. Employees are eligible to request leave under this Section after twenty-six (26) or more consecutive weeks of full-time employment. The Employer will provide an eligible employee up to three (3) months of paid leave and up to three (3) months of unpaid leave under this Section 2 in the aggregate within a given 12-month period. To request leave, employees must contact both their supervisor and the Executive Director to provide at minimum thirty (30) days' notice of foreseeable leave, or as much notice as is practical. The Employer will continue medical insurance and Flexible Spending while an employee is on leave.

- a. Parental Leave: Eligible Bargaining Unit employees may use up to twelve (12) weeks of available paid Section 2 Leave (paid at the employee's regular rate of pay), and up to twelve (12) weeks of available unpaid Section 2 leave, for the birth or adoption of a child, or a new foster placement, provided, however that (1) the BioBus paid leave benefit will be offset by the value of all available short-term disability benefits or benefits provided by any applicable paid leave public benefit program, (2) the Bargaining Unit employee must provide documentation as requested by BioBus to verify eligibility for Parental Leave, and (3) the Bargaining Unit employee must submit a complete application for all such available insurance or public leave benefits as a condition of receiving BioBus paid leave.
- b. Caregiving Leave: Eligible Bargaining Unit employees may use up to four (4) weeks of available paid Section 2 Leave (paid at the employee's regular rate of pay) to care for a family member (as defined by applicable law) who is experiencing a serious health condition (as defined by applicable law), provided, however that (1) the BioBus paid leave benefit will be offset by the value of all available benefits provided by any applicable paid leave public benefit program, (2) the Bargaining Unit employee must provide documentation as requested by BioBus to verify eligibility regarding the Caregiving Leave need, and (3) the Bargaining Unit employee must submit a complete application for all available such public paid leave benefits as a condition of receiving BioBus paid leave.
- c. Medical Leave: Eligible Bargaining Unit employees may use up to twelve (12) weeks of available paid Section 2 Leave (paid at the employee's regular rate of pay), and up to twelve (12) weeks of available unpaid Section 2 leave, due to the employee's serious health condition that qualifies them for BioBus short-term disability insurance benefits, provided, however that (1) the BioBus paid leave benefit will be offset by the value of all available short-term disability benefits or benefits provided by any applicable paid leave public benefit program, (2) the Bargaining Unit employee must provide documentation as

requested by BioBus to verify eligibility, and (3) the Bargaining Unit employee must submit complete applications for all such available insurance or paid public leave benefits as a condition of receiving BioBus paid leave.

- d. Relationship to Other BioBus Leave: All forms of Family and Medical Leave under this Section 2 are separate from and in addition to Vacation Time and Personal Days and Sick Leave as set forth elsewhere in this Agreement. Employees shall not be required to use any such other paid time off before utilizing any form of Section 2 Leave. Employees may, however, request to use any available paid time off, including Vacation Time and Personal Days and Sick Leave, to extend their paid Parental, Caregiving, or Medical leave for the period of job protected leave required under the federal Family and Medical Leave Act or any comparable state and local FML laws.
- e. Limitation: In the course of a year, a Bargaining Unit employee may qualify for not more than twelve (12) weeks of paid Family and Medical leave in any 52-week period under this Section 2, and no more than four (4) weeks may be in the form of Caregiving Leave under paragraph b above.

### Section 3: Jury Duty

Employees shall be compensated for the amount of time that they are at jury duty at the rate of their regular pay. Employees must endorse to BioBus all checks received from the court, except for checks or other forms of compensation for the employee's travel expenses related to jury duty.

### Section 4: Bereavement Leave

Employees shall receive up to five (5) days off without loss of pay in the event of the death of a family member or close friend of an employee. Any form of paid leave may also be used to supplement bereavement leave.

### Section 5: Union Activity

The Employer agrees to grant a total of five (5) paid working days annually to Union shop stewards or other Union designees to attend union activities, e.g. attending union training, conventions and conferences.

### Section 6: Military Leave and National Defense Leave

BioBus will provide employees unpaid military leave and reemployment rights as prescribed by the Uniformed Services Employment and Reemployment Rights Act (USERRA). An employee will retain and accrue seniority under this Agreement while on USERRA protected military leave. BioBus will grant an employee's request for unpaid leave of absence of two (2) weeks' duration per (military) calendar year for employees serving as members of recognized Reserve or National Guard Units.

### Section 7: Sabbatical

After 7 years of employment, employees shall be eligible for a sabbatical of up to 12 weeks at full compensation package or 24-weeks at half pay. Employees are expected to submit a plan for

personal or professional development alongside a request for sabbatical with six (6) months' notice to management. In the case that two employees request sabbatical simultaneously, sabbatical shall be awarded by seniority. An employee who takes sabbatical shall be eligible for another sabbatical after 7 years.

## **ARTICLE XVI TECHNOLOGICAL CHANGE**

### Section 1

In the event of proposed technological changes, such as the introduction of new systems and software, the employer agrees to consult with the Union in advance about how such technology will be implemented with respect to employees. The Employer will offer the incumbent employees in affected positions reasonable training and guidance sufficient to enable a new user to perform the work associated with the new technology. In the event that an employee, after such training and guidance, is unable to adequately perform in their position using the new technology, the Union and Employer will bargain over what, if any, alternative positions are available for which the employee may qualify.

## **ARTICLE XVII SUBCONTRACTING**

### Section 1

The Employer will not use outside contractors or non-bargaining-unit staff to perform work which is normally or customarily performed by employees within job classifications or titles covered by this Agreement if that causes a unit employee's layoff, or reduction in a unit employee's work hours from full-time to part-time status, or the elimination of a bargaining unit position.

## **ARTICLE XVIII SUCCESSORS**

### Section 1

In the event the Employer, by merger, consolidation, sale of assets, lease, franchise or by other means enters into a transaction whereby another firm, individual, or private enterprise takes control over all or part of the Employer's operations staffed by bargaining unit employees, the Employer will use best efforts to obtain the written commitment of such successor, firm, purchaser, or individual

to retain at least a majority of the relevant bargaining unit employees and to recognize the Union as their exclusive collective bargaining representative. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual or individual with which it seeks to make such an Agreement as aforementioned.

**ARTICLE XIX  
EMPLOYER INTRANET**

Section 1

Quip will be made available to the Union for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities.

**ARTICLE XX  
INCLEMENT WEATHER**

Section 1

In the event the Employer closes the Company early, or for the day, due to inclement weather, the employees shall be paid for any lost time that results from inclement weather.

Section 2

If the Department of Education closes public schools due to inclement weather, employees will not be required to be present for programs with the mobile laboratory during the closure.

Section 3

If working conditions are unsafe for reasons including but not limited to inclement weather or a pandemic, an employee may decline to take a work assignment. You must immediately discuss this decision with your supervisor prior to the work assignment, with as much advance notice as possible. You may be asked to substantiate the reasons that made you feel unsafe.

**ARTICLE XXI  
MAINTENANCE OF STANDARDS**

Section 1

No clause in this agreement shall be understood to imply any lowering of the members working conditions heretofore existing in the office of the employer. No member of the bargaining unit shall, as a result of the execution of this agreement, suffer the loss or reduction of any benefit now being employed by them.

## **ARTICLE XXII SALARY SCHEDULE**

### Section 1

As of the stated Effective Date of this Agreement, and retroactive to July 1, 2021, the minimum salaries for bargaining unit classifications shall be as follows (prorated for part-time employees) and no bargaining unit employee's base wage shall be less than the specified minimum for their position.

- Support Scientist - - \$53,000
- Community Scientist – \$60,000
- Associate Driver of Community Facilities – \$53,000
- Senior Driver of Community Facilities – \$60,000
- Development Manager – \$60,000
- IT Lead– \$69,000
- Senior Community Scientist – \$69,000
- Lead Community Scientist – \$69,000
- Lead Program Evaluator – \$69,000

For any new bargaining unit titles the Employer creates, the Employer agrees to bargain with the Union over the appropriate minimum salary tier for those titles. The Labor Management Committee shall conduct a comprehensive review of all bargaining unit job titles and job descriptions within 120 days of ratification of this contract.

### Section 2

All employees shall be paid semi-monthly.

### Section 3

During the term of this Agreement, salaries of the bargaining unit employees will increase at the start of each fiscal year (beginning July 1, 2022) by a predetermined formula, as described in [Table A](#). For purposes of Table A, the COLA 2-year average is determined by the average of the current calendar year's and the previous two calendar years' COLA as determined by the social security administration. This 2-year average calculation will be capped at a maximum of 3.5%. Bonuses shall not be counted as part of salary for purposes of computing salary increases.

### Section 4

Management may provide employees a bonus at any time during this Agreement. Bonuses shall not be counted as part of minimum salary.

### Section 5

The following provisions apply as of the Effective Date of this Agreement except as otherwise indicated.



5a. Salaries Degrees and Licenses

Additional salary premium shall be awarded, retroactively to July 1, 2021, for degree based on Table B, where an employee with a Master’s degree earns \$1,500 and an employee with a PhD earns \$3,000 in addition to their title’s designated minimum salary. If an employee completes a degree during their employment, they shall be compensated at the rate corresponding to their degree upon completion of said degree.

A \$1,500 salary premium shall be awarded, retroactively to July 1, 2021, for a CDL Class A license for positions that require a commercial driver’s license. Any cost associated with maintaining a CDL license (e.g., medical check-ups or renewal of license) shall be reimbursed by the employer. See Table B.

5b. Salaries and Accrued Experience

Additional salary premium shall be awarded based on an employee’s accrued experience above the minimum required for the employee’s level based on [Table C](#). A newly hired member of the bargaining unit who comes in with at least one (1) year of experience above the minimum required experience for that level (as specified in Table D) in the education or science fields, or other industry experience relevant to their role, shall be granted an addition to their tier’s designated minimum salary for said experience according to [Table C](#).

5c. Salary Schedule and Job Title

If an employee is promoted to a new job title, their salary shall be recalculated using the minimums for each job title specified above. If an employee assumes a job title with a lower base salary as a result of a non-performance related matter, they shall keep the rate of pay of their current job title. If an employee voluntarily takes a job title with a lower base salary, they will receive the rate of pay based on the lower base salary

**ARTICLE XXII-APPENDIX**

*TABLE A - Salary Growth*

<b>Baseline Salary</b>	Job level minimum + AE Total Salary Premium + Degree and/or CDL Class A
<b>Yearly Adjustment on July 1</b>	(/Baseline Salary+Job level minimum Δ + Degree and/or CDL Class A Δ + Table C Salary Premium for Level Change)*(1 + COLA 3-year average )

*TABLE B - Degree and Salary Premium*

<b>Degree Type</b>	<b>Salary Premium</b>
MA	\$1,500.00
Ph.D.	\$3,000.00

Class A Commercial Driver's License	\$1500
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TABLE C - Accrued Experience

Accrued Experience (AE) Tiers	Years of Previous Experience above the minimum required for the role	Salary Premium for Level Change	Total Salary Premium
AE0	0	\$0	\$0
AE1	1-2	\$2,250	\$2,250
AE2	3-4	\$2,250	\$4,500
AE3	5-6	\$2,250	\$6,750
AE4	7-8	\$2,250	\$9,000
AE5	9-10	\$2,250	\$11,250
AE6	11+	\$2,250	\$13,500

TABLE D – Responsibility Levels

Level	Name	Titles at this level	Min. Years Experience	Minimum Salary
3	Project lead	Program Eval lead, lead community scientist, IT lead, community facilities lead, Sr Community Scientist	4	69k

2	Individual contributors	Community Scientist, Development Manager, Sr Driver,	2	60k
1	Support	Develop coord, support community scientist, assistant driver	0	53k

**ARTICLE XXIII**  
**HEALTHCARE *Tentative Agreement (TA)***

Section 1

The Employer agrees to form a Healthcare Committee comprising an equal number of representatives from management and the union. The Healthcare Committee will meet to evaluate various healthcare plans and bargain over an appropriate healthcare plan and contributions for union members. The Healthcare Committee will use best efforts to reach agreement on a new healthcare plan and cost structure within two months of its formation, with the goal of implementing the new plan and cost structure effective no later than January 1, 2022. In the event that the parties fail to reach an agreement, the Employer and the Union agree to seek federal mediation. Meanwhile the healthcare plan in effect at that time will continue unless and until agreement is concluded on a new plan.

**ARTICLE XXIV**  
**RETIREMENT**

Section 1

The Employer agrees upon due diligence to participate in the OPEIU National Retirement Savings Plan. Effective no earlier than July 1, 2022, employees shall be automatically enrolled in the Retirement Plan upon hire. The Employer will make the following contributions each fiscal year: 1% of the participating employee’s base salary automatically, with a dollar-to-dollar employer match of the employee’s additional contributions up to a maximum Employer contribution of 3% of that employee’s base salary.

**ARTICLE XXV**  
**EXPENSE REIMBURSEMENT**

Business expenses incurred by an employee at the employer's direction shall be reimbursed in accordance with the employer's established reimbursement policy.

## **ARTICLE XXVI GRIEVANCE AND ARBITRATION PROCEDURE**

### Section 1

A grievance within the meaning of this Agreement shall be any disagreement between the parties relating to the interpretation or application of any provision of this Agreement. A grievance may be filed by an individual employee, a group of employees, or the Union. The grievance shall be in writing and indicate the circumstances complained of, when they took place, who is believed to be involved or affected, and what provision(s) of the Agreement are at issue.

### Section 2

The procedure for processing grievances is as follows:

**Step 1.** A grievance shall be filed by the aggrieved employee(s) or the Union with the Employer's designated representative within twenty-one (21) business days of its occurrence, or from when the Union, individual employee, or group of employees had reasonable knowledge thereof. A timely grievance over discharge or suspension of an employee may proceed directly to Step 2. In all other cases, the aggrieved employee(s) and the Union steward shall meet with the captain of the employee's team to discuss the grievance. The Employer shall respond in writing to the grievance within five (5) days of such meeting; absent such timely response, the grievance is deemed automatically denied at Step 1. In the event the grievance is not satisfactorily settled at Step 1, the Union may move the grievance to Step 2 by written notice to the Employer's designated representative within five (5) days of the Employer's Step 1 written response or the deadline for such response.

**Step 2.** The Union Representative and the Employer's designee shall meet to discuss the grievance. The Employer will respond to the grievance in writing within ten (10) days of the Step 2 meeting; absent such timely response the grievance is deemed automatically denied at Step 2. In the event the grievance is not satisfactorily settled at Step 2, the Union or the Employer may move the grievance to Step 3 by providing a written arbitration demand to the other party within thirty (30) days of the Employer's Step 2 written response or the deadline for such response.

**Step 3.** The grievance may be taken to arbitration by either the Union or the Employer upon timely written arbitration demand to the other party as described in Step 2, above. If demand for arbitration is not made within the specified thirty (30) day period, or any extension of that deadline the parties may mutually agree on in writing, the grievance will be deemed waived.

Section 3

Any grievance which has not been resolved in accordance with the terms and conditions of this Agreement and which has been timely referred to arbitration by the Union or the Employer will be heard and decided by an arbitrator selected from the parties' agreed upon panel of arbitrators. The Arbitrator shall have no authority to modify or supplement the terms of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties thereto and all fees and expenses of the Arbitrator shall be borne equally by the parties.

Section 4

A Union Steward shall attend all arbitration hearings without loss of pay.

**ARTICLE XXVII  
NO STRIKE, NO LOCKOUT**

Neither the Union nor any employee shall induce, engage in or condone any strike, slowdown or work stoppage during the term of this Agreement. The Employer shall not lockout any employees during the term of this agreement.

**ARTICLE XXVIII  
MISCELLANEOUS**

Section 1

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. Further, the Parties agree to immediately enter into negotiations regarding the effect of such nullifications.

Section 2

This CBA contains the entire understanding, undertaking, and agreement of the Employer and the Union and finally determines all matters of collective bargaining for its term. Any changes to the CBA must be reduced to writing and executed by both the Employer and the Union to be effective.

**ARTICLE XXIX  
DURATION AND RENEWAL**

This Agreement will take effect as of February 7, 2022 and will remain in effect until its expiration at midnight on June 30, 2025. The Parties further agree to commence bargaining for

any new or successor agreement approximately sixty (60) days prior to the expiration of this Agreement.