

Collective Bargaining Agreement  
Between

Oregon Tradeswomen, Inc.

and

The International Association of Machinists  
and Aerospace Workers

District Lodge W24 – Local Lodge 63

AFL-CIO

January 1, 2024 – June 30, 2027

**ARTICLE 1 - AGREEMENT**

This Agreement is made and entered into on (date of ratification), by and between OREGON TRADESWOMEN, INC hereinafter known as the Employer or OTW, and INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS LOCAL LODGE 63 AND DISTRICT W24, hereinafter known as the Union.

**ARTICLE 2 - RECOGNITION**

OTW recognizes Intentional Association of Machinists and Aerospace Workers District Lodge

W24, AFL-CIO (the “Union”) as the exclusive bargaining agent for the employees covered by this agreement as to wages, hours, working conditions, or other conditions of employment. The term “employee” as used in this agreement will include all regular full-time and part-time employees, whether exempt or non-exempt, located at OTW’s Portland, Oregon operation. The term “employee” does not include the following:

1. All professional, technical, confidential, managerial, or supervisory employees within the meaning of the National Labor Relations Act, including, but not limited to the:
  - a. Executive Director;
  - b. Associate Executive Director;
  - c. Human Resources; and
  - d. Chief Financial Officer/Finance Director.
2. Temporary Employees: Temporary employees, including interns, whether full or part-time, hired for a limited period or specific duration of time.
3. Independent Contractors: Independent contractors or consultants engaged to perform specialized services for OTW.
4. Any and all other individuals not specifically recognized in the definition of “employee” above.

### **ARTICLE 3 - UNION SECURITY**

#### 1. Union membership is mandatory

All employees covered by this Agreement, as a condition of employment, on the thirty-first (31st) day following the date of the signing of this Agreement or on the thirty-first (31st) day from the beginning of their employment, whichever occurs last, shall become, and remain members of the Union to the extent of keeping paid all regular initiation fees and regular dues as set by the Union for the life of this Agreement and any renewal thereof. Such membership as a condition of continued employment shall not be required of individual employees with religious objections. The Union shall notify OTW’s Executive Director or other designated representative, in writing, of any employee who fails to satisfy the financial obligations of union membership. If such employee does not satisfy the financial obligations of membership within five (5) days (whichever is applicable) after receipt of such notice by OTW, the Union may demand that the employee be discharged provided that the procedures of section 3.2 have been followed.

#### 2. Discharge of Employee for Failure to Comply with Section 3.1

The Union may demand the discharge of any employee who is delinquent in payments required

under Section 3.1, if at least thirty (30) calendar days prior to such demand, the Union has notified the employee of (a) the precise amount of the delinquency; (b) the months to which the delinquency is attributable; (c) the method used to compute the amount of delinquency; (d) the date by which such delinquency must be paid; and (e) that failure to pay the amount of the delinquency will result in the employee's discharge. As soon as OTW verifies that the employee specified in such written notice failed to comply with the provisions of Section 1, that the Union has given the employee the notice required by this Section 3.2, and that the discharge of the employee would not otherwise be unlawful, OTW shall discharge the employee.

### 3. Indemnity

The Union agrees to defend, indemnify and to hold OTW harmless for or against any loss or claims by reason of OTW's actions taken in compliance with the Union's demand to terminate an employee under this Article.

## **ARTICLE 4 - DUES DEDUCTION/CHECK OFF**

### 1. Payroll Deduction

The Company agrees to deduct from the pay of each employee who authorizes such deduction; initiation fees, reinstatement fees, and monthly dues, and to remit such deductions to the Union once a month, together with a list of the employees showing the amount deducted from the pay of each. The Financial Secretary of the Union shall inform the Company in writing of these charges to be deducted and any change which may be authorized from time to time. Those employees employed by the Employer are subject to the below Checkoff Authorization, upon returning the Union's application for membership, including its authorization for this authorization.

#### Checkoff Authorization

I hereby authorize the Employer to deduct from my pay the amount of the initiation fees and monthly dues, as specified by the Financial Secretary of the Union, to be remitted to the Union each month.

In the event official written notice is received from the Union that the monthly dues have been changed while this authorization is in force, the Employer is authorized to deduct from my wages each month thereafter such amount as is specified in said notice from the Union.

I agree that this assignment of wages shall be irrevocable for a period of one (1) year from its

date or until the expiration of the contract (whichever occurs first) and that it will be automatically renewed and irrevocable for an additional year from each of its anniversaries or each anniversary date of the contract (whichever occurs first) unless I submit a written revocation by registered mail to the Employer within the ten (10) days preceding the anniversary date of this authorization or the expiration date of the contract (whichever occurs first).

### 2. Contributions to Machinists' Nonpartisan Political League

Upon receipt by the Employer of a signed voluntary authorization by an employee, requesting that there be deductions made from his/her wages, in a monthly amount designated by the employee, the Employer will thereafter make such deductions and forward them to the Machinists' Nonpartisan Political League, care of the Union. Such authorization will remain in effect for the duration of this Agreement unless earlier canceled in writing by the employee.

### 3. Contributions to Guide Dogs of America

Upon receipt by the Employer of a signed voluntary authorization by an employee, requesting that there be deductions made from his/her wages, in a monthly amount designated by the employee, the Employer will thereafter make such deductions and forward them to Guide Dogs of America, care of the Union. Such authorization will remain in effect for the duration of this Agreement unless earlier canceled in writing by the employee.

## **ARTICLE 5 - STEWARDS AND COMMITTEES**

It is understood that stewards are a valuable resource in resolving issues related to the workplace. Stewards will make a reasonable effort not to abuse the privilege of resolving issues as quickly as possible if this needs to be done during business time.

The Employer and Union shall promptly form a Standing Committee and a Labor Management Committee. Time spent by employees in these committee meetings shall be during regular working hours not result in loss of pay or benefits for bargaining unit employees.

The Standing Committee shall be responsible for handling those issues related to the application or interpretation of this agreement or other matters related to the Union's exclusive right of representation for the bargaining unit. The Union will appoint 2 members to this committee and the Employer shall select 2 members to represent itself, that have the authority to make and enter

into agreements and resolutions to the issues discussed.

The Labor Management Committee shall be formed for the mutual benefit of the Employer and its Employees and the success of the business. This committee will discuss ideas and suggestions to improve the work of OTW and ensure its mission and vision and future is viable and growing for its employees and the organization. The Union will appoint 2 members to this committee and the Employer shall select 2 members to represent itself, that have the authority to make and enter into agreements and resolutions to the issues discussed. This committee shall meet at least quarterly.

#### **ARTICLE 6 - UNION REPRESENTATIVES**

The Union shall inform the Employer in writing of the names of its officers, business representatives, and stewards who are accredited to represent it. Only persons so designated by the Union will be accepted by the Employer as representatives of the Union.

The Employer shall provide bulletin boards for the Union's use in areas conveniently accessible to bargaining unit employees. New and replacement boards will be at least three (3) feet by four (4) feet in size. The Union may maintain the boards for the purpose of notifying employees of matters pertaining to Union business. All notices shall be signed by a representative of the Union who is authorized by the Union to approve Union notices.

The Business Representative will have access during working hours to the areas in which employees are assigned who are within a bargaining unit. The business representative visits will not greatly interfere with the work of the Employer's employees.

Employees elected or assigned to positions within the Union that necessitate periods of time away from their work assignments will be excused from their work assignments, with proper notification for the duration of their position's assignment.

#### **ARTICLE 7 – MANAGEMENT RIGHTS**

**1. Scope and Authority.** OTW retains the exclusive right to manage its operations and direct the workforce, except as explicitly limited by this agreement. The management rights include, but are not limited to:

**a.** the right to hire, promote, transfer, assign, discipline, suspend, demote, layoff, terminate, and determine the qualifications of employees.

**b.** The employer has the authority to establish and enforce rules and policies related to the workplace, provided they are consistent with the terms of this agreement

and applicable laws.

2. Bargaining Unit Work. OTW has the right to determine the types and levels of work performed within the bargaining unit, subject to the provisions of this agreement. The employer may assign work to employees, provided that such assignments do not violate the terms of this agreement, including provisions related to job classifications, seniority, and workload.
3. Operational Decisions. OTW retains the right to make decisions concerning the organization, structure, and technology of its operations, including the introduction or modification of methods, processes, systems, and equipment, subject to the provisions of this agreement.
4. Discipline and Discharge. OTW has the authority to discipline or discharge employees for just cause, subject to the provisions of this agreement.

Any disciplinary action or discharge must be consistent with the principles of fairness, due process, and non-discrimination, as outlined in applicable laws and the grievance procedure established in this agreement.

5. Subcontracting and Outsourcing. OTW retains the right to subcontract or outsource work, provided that such decisions do not result in the layoff or displacement of bargaining unit employees in violation of this agreement.
6. Safety and Security. OTW has the responsibility and authority to maintain a safe and secure workplace. This includes the right to establish and enforce safety rules and procedures, conduct investigations, and take appropriate actions to address safety concerns.  
  
OTW may implement security measures, such as access controls and surveillance systems, to protect the well-being of employees, customers, and company assets, provided that such measures are implemented in compliance with applicable laws and regulations.
7. Savings Clause. If any provision of this article or any other provision of this agreement is determined to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

## **ARTICLE 8 - SAFETY**

The Employer shall provide a safe workplace, following all applicable local, state, and federal laws.

## **ARTICLE 9 – PROBATIONARY PERIOD**

### **1. Purpose:**

The purpose of the probationary period is to provide an opportunity for OTW to evaluate the work performance, skills, and overall suitability of newly hired employees covered by this contract. It allows the Employer to assess the employee's ability to meet the requirements of the position and ensures that the employee has a fair chance to demonstrate their capabilities.

### **2. Duration:**

The probationary period shall be four (4) months from the employee's start date.

### **3. Employee Rights:**

During the probationary period, employees will retain all rights, benefits, and protections provided by this contract, including but not limited to compensation, paid time off, and access to grievance procedures. Employees are entitled to fair treatment, non-discrimination, and adherence to all applicable labor laws and regulations.

### **4. Evaluation and Feedback:**

OTW agrees to provide regular feedback and evaluations to the employee during the probationary period. These evaluations shall be conducted in a fair and objective manner and shall focus on the employee's performance, skills development, and overall suitability for the position. Employees shall have the opportunity to review and respond to their evaluations in writing.

### **5. Extension of Probationary Period:**

In certain circumstances, the probationary period may be extended at the sole discretion of the Employer. If an extension is deemed necessary, the employee and the Union shall be provided with written notice of the extension and the reasons for it. The extension period shall be reasonable, not arbitrary or capricious, and shall not exceed 60 days.

### **6. Termination of Employment:**

During the probationary period, employment will be At-Will. The employer or the employee may terminate the employment relationship at any time, for any reason not prohibited by local, state, or federal statutes.

### **7. Union Representation:**

During the probationary period, employees shall have the right to union representation during any disciplinary meetings or discussions related to termination. The employee may request the presence of a union representative, who shall have the right to be present and participate in the proceedings.

### **8. Transition to Regular Employment:**

Upon successful completion of the probationary period, the employee shall be considered a regular employee, their seniority shall date back to their date of hire, and they shall be entitled to all rights, benefits, and protections provided by this contract.

## **ARTICLE 10 – SENIORITY**

Seniority is defined as the length of continuous time an employee has worked for OTW as an employee in a job classification covered by this Agreement, since their most recent date of hire.

Job Seniority is defined as the length of time an employee has worked for OTW in a specific position since they first took that position.

In the event of a need to curtail or lay off employees, the Employer will consider the seniority of employees prior to curtailment or layoff.

Employees curtailed or laid off from work due to no fault of their own will be allowed to remain on lay-off status, and return to work, in order of their seniority, with no loss of their seniority, wages, or benefits provided the senior employee is currently qualified for the position and able to perform the work.

Lay-off status will expire six (6) months from the date of curtailment or layoff. Recall rights shall cease upon the earliest of the expiration of lay-off status or failure to respond to a notice of recall.

Employees will be recalled by notice sent by certified mail to the employee's last known mailing address according to OTW's records. A copy of this notice will also be provided by email to the employee's last known personal email address on file with OTW. Employees must respond within five (5) calendar days after receipt of the recall notice and inform OTW that they intend to accept the recall. When an employee is recalled, they shall report to work as promptly as possible and within not more than two (2) weeks from the employee's response to the recall notice to return to work.

Failure to respond or return of the recall notice that is undeliverable at the last known mailing address shall terminate the Employee's recall rights.

## **ARTICLE 11 – EMPLOYEE STATUS AND BENEFITS**

### **1. Full-Time Employees.**

Regular, full-time employees are those who are regularly scheduled to work a full workweek (typically at least 32 to 40 hours per workweek or four business days). Full-time employees are eligible for full benefits at the date of hire unless otherwise specified.

### **2. Part-Time Employees.**

Regular, part-time employees are those who are regularly scheduled to work less than 32

hours per week.

Vacation, Sick Leave, and Holiday. Part-Time employees are eligible for pro-rated vacation and sick leave, as well as paid holidays as provided in Article 17 from the date of hire.

Group Health, Vision, Dental, and Retirement Benefits. Part-time employees who work less than 20 hours per week are not eligible for group health, vision, dental, or retirement benefits. Otherwise, part-time employees are eligible for full benefits from the date of hire unless otherwise specified.

### 3. Temporary Employees.

Temporary employees whether full or part-time, are those hired for a specific and limited period of time. This period is typically limited to four months or less. Temporary employees are not eligible for benefits except for those required by law. Academic interns will not be considered temporary employees regardless of time period.

### 4. Independent Contractors.

Independent Contractors or consultants are not employees but may be engaged by the Executive Director or designee. Independent Contractors may be used from time to time to perform specified services, which may be outside the abilities and scope of bargaining unit positions, to support bargaining unit members' job responsibilities and duties, for a limited period of time, or to provide program-specific support based on organizational funding needs (e.g., RISE UP). All contractors must sign a contract specifying the services to be rendered to OTW and provide a completed W-9 form and proof of business registration with the Oregon Secretary of State before beginning any work for OTW.

Independent Contractors working in OTW facilities are expected to abide by Agency policies out of courtesy to others in the workplace. Independent contractors are not entitled to any OTW benefits.

## **ARTICLE 12 – WORK SCHEDULE**

### 1. Hours of Operation

OTW's normal hours of operation are Monday through Friday, 9:00 a.m. to 4:00 p.m., during

which time members of the public, students, volunteers, Board Members, or current or prospective donors may visit OTW's office. Special events, training, or other circumstances may alter the normal hours of operation. The employee workweek is a seven (7) day period, Sunday through Saturday.

## 2. Schedules

a. Exempt (full-time): Regular, full-time exempt employees are expected to work the hours necessary to accomplish the goals and deliverables of their exempt position, this may include occasional work during evenings or weekends. Such employees are exempt from overtime under federal and state law. Regular work schedules will include four business days (Monday through Friday), subject to alternative schedules or temporary modifications provided in Section 3 below. The Executive Director or designee in consultation with an exempt employee will establish a regular work schedule.

b. Non-exempt (full-time): Regular, full-time non-exempt employees are expected to work no more than forty (40) hours per workweek. The Executive Director or designee in consultation with the non-exempt employee will establish a regular work schedule not to exceed forty (40) hours per workweek.

c. Non-exempt (part-time): The normal work schedule for regular, part-time employees will be established by the Executive Director or designee in collaboration with the employee. Part-time employees will not be regularly scheduled to work more than 30 hours per workweek.

## 3. Alternative Schedules

The Executive Director or designee, with at least two (2) weeks' notice to the affected employee(s), may modify OTW's hours of operation or work schedules due to special events, projects, unforeseen circumstances, or as necessary to promote the mission of the organization. In the event of an emergency or unforeseen circumstance, the Executive Director or designee will provide 24 hours' notice of modifications or changes.

## 4. Overtime

Employees will be classified as “Exempt” or “Non-Exempt” from overtime in accordance with federal and state law. Non-exempt employees must be paid the overtime rate of 1.5 times their regular hourly wage for time worked in excess of 40 hours per workweek. Employees are prohibited from working overtime without prior approval from the Executive Director or their designee. Exempt employees are not entitled to overtime.

#### 5. Flexible Work Schedules

With prior notice to and approval from the Executive Director or their designee, exempt employees may adjust their work schedule within the same workweek to accommodate personal or organizational needs (*e.g.*, special events, fundraising efforts, trainings, etc.). Non-exempt employees may request modifications or changes to their regular work schedule subject to prior notice to and approval by the Executive Director or their designee. The Executive Director or designee will respond within 24 hours (excluding weekends and holidays) to the request for adjustment or modification to an employee’s work schedule.

6. Compensatory time is prohibited for all employees.

#### 7. Remote Work Arrangements

Subject to prior notice to and approval from the Executive Director or their designee, employees may request to work remotely. The option of remote work will depend on the nature of the employee’s job and responsibilities. The terms, requirements, and expectations of an employee’s remote work arrangements may be detailed in a Remote Work Agreement, executed between the employee and Executive Director or designee. The Executive Director or designee will respond within 24 hours (excluding weekends and holidays) to the request for adjustment or modification to an employee’s remote work arrangement. All employees are expected to work in the office at least four (4) days per week, unless the employee has a documented and pre-approved alternative remote work arrangement.

#### 8. Rest Periods

In accordance with Oregon Law, non-exempt employees are required to take a paid 15-minute break for each segment of four (4) hours worked in each workday. Employees working eight (8)

hours or more in one day are entitled to two (2) paid 15-minute breaks. Breaks cannot be used as additional time during meal periods or be exchanged for late arrival or early departure from work.

Exempt employees are encouraged to take breaks as allowed by their individual workload.

#### 9. Meal Periods

In accordance with Oregon Law, non-exempt employees who work more than six (6) consecutive hours are required to take an unpaid meal period of at least 30 minutes in length. OTW will permit up to one (1) unpaid hour for meal periods except when it conflicts with the organization's business.

Exempt employees are encouraged to take a meal break of up to one hour as their commitments and workload allow.

### **ARTICLE 13 – INCLEMENT WEATHER, NATURAL DISASTERS, COMMUNITY EMERGENCIES**

Closures: When OTW closes its physical office location(s) due to inclement weather, natural disasters, or community emergencies the following will apply:

1. Employees who have the capability to work remotely will be required to do so during normally scheduled work hours.

In times of inclement weather, natural disasters, or community emergencies, when OTW's physical offices are open the following will apply:

1. If OTW's physical offices are open, employees who work their normal hours during the disruption will not receive additional compensation.
2. If OTW's offices are open but an employee is unable to report to work because of severe inclement weather or a natural disaster the employee must notify the Executive Director or designee as soon as possible, and upon mutual agreement between OTW and the employee, the employee may be allowed to work remotely from home.
3. If OTW's offices are open but an employee is unable to report to work or work remotely from home, the employee may utilize accrued vacation time.

### **ARTICLE 14 – JOB DESCRIPTIONS AND JOB VACANCIES**

Bargaining Note: The parties will recommend revisions to job descriptions, duties, positions, titles, and organizational structure in accordance with any agreement reached regarding an Ad

Hoc Committee of both OTW Management and the Union.

1. JOB DESCRIPTIONS

- a. OTW agrees to notify the Union of any changes to the job descriptions and assigned duties of employees covered by this Agreement, and bargain over the effects of such changes as provided by the Act.
- b. Temporary or intermittent changes in job duties or responsibilities will not be subject to the Grievance Procedure provided in Article 21 or bargained under the Act, provided these changes are reasonable and last no longer than two (2) weeks.

2. JOB VACANCIES WITHIN THE BARGAINING UNIT

- a. OTW will provide the Union with notice of newly created job positions within the bargaining unit by email to all current employees and the Union 14 calendar days prior to filling the position. Current employees will be considered for the position before considering outside applicants.
- b. It is expressly understood that a vacancy in a job position will be posted or advertised only when OTW elects to fill the vacancy or new job position on a permanent basis.
- c. Before filling a vacancy for a current job position from outside the organization, OTW agrees to provide notice of such vacancy by email with a copy sent to the Union for employees to express an interest in such vacancy 14 calendar days prior to filling the position.
- d. Current job positions within the bargaining unit that are unfilled, will first be filled by current employees that are qualified to perform the duties with minimal training, with consideration for their time, experience, and longevity with the organization.

**ARTICLE 15 – FUNDING**

1. The parties recognize that the revenue needed to fund the wages, benefits, and other budget-related conditions provided by this Agreement must be approved by established budget procedures.
2. All such wages, benefits, and budget-related conditions are, therefore, contingent upon adequate sources of funding.
3. Certain programs, events, and job positions at OTW are funded in whole or in part by

external governmental or private funding agencies through grants or fund advancements. The parties recognize that the continuation of specific programs, events, and supporting positions may depend on the continuing existence of such external funding. Funding requests and grant applications will include provisions to account for cost-of-living adjustments for salary and wages, if permissible, up to 5%.

4. In responding to funding shortfalls, OTW will first take alternative courses of action to avoid reductions to wages, benefits, or budget-related conditions provided in the Agreement, such as a reduction in services, reduction in work hours or operational hours, short-term or permanent curtailment, lay-offs, or furloughs, temporary or permanent cessation of services, or other changes to work schedules. OTW cannot and does not guarantee any level of employment in the bargaining unit covered by this Agreement. OTW will bargain the effects of such changes as required by the Act, and any action taken will be subject to the terms of this Agreement.
  
5. OTW agrees to account for the wages, benefits, and budget-related existing conditions provided by this Agreement in its annual budget, and inform the Union within thirty (30) days if OTW foresees budgetary shortfalls affecting the wages, benefits, and budget-related existing conditions provided by this Agreement.

**ARTICLE 16 – HEALTH AND WELFARE**

1. Except as provided in Sections 2 and 3 of this Article, employees will be entitled during the term of this agreement to elect the following health and welfare benefits during open enrollment as provided below, including:
  - Employer coverage of medical Regence Blue Cross/Blue Shield Health; ● Employer coverage premiums for dental and vision coverage, for the employee, through Principal Insurance;
  - Employer contributes \$25 per month towards employee’s choice of accident, term life, and/or short-term disability insurance through Colonial Life; and ● Employer coverage of medical and dental plan premiums for spouses, domestic partners, children, and dependents.

Coverage Employer Maximum Contribution
Employee 100%

Employee + Children (No Spouse/Partner)	Employee coverage at 100% and \$900
Couple (Employee + Spouse/Partner)	Employee coverage at 100% and \$750
Family (Employee + Family)	Employee coverage at 100% and \$1,150.

2. Newly hired employees will be eligible for the health and welfare benefits provided in Section 1 after the employee’s first full month of employment with OTW. (For example, an employee hired on February 15th would be eligible for health and welfare benefits starting April 1st.)

3. It is specifically agreed that, if the premium cost or rates for any of the Health and Welfare Benefits provided in this Article are increased over four percent (4%) or if the insurance providers should add or impose any further objectionable terms and conditions to these policies during the life of this Agreement, then, and in either event, OTW will be entitled to cancel any such policy and to select a different carrier or insurance company or to make any other appropriate changes, provided, however, that in so doing, OTW will obtain for its employees reasonably equivalent insurance benefits and coverage. OTW will meet with the Union to discuss other options for health insurance benefits.

**ARTICLE 17 – VACATION, SICK LEAVE, HOLIDAYS, AND OTHER LEAVES OF ABSENCE**

Employees are required to make requests for time off in writing, with as much advanced notice as possible to the Executive Director or designee. In the event of absences due to emergencies or illness, staff members are required to notify the Executive Director or designee prior to their scheduled start time or as soon as possible. Likewise, employees are required to notify the Executive Director or designee if they will be late for work or need to leave work early with as much advance notice as possible.

Failure to provide proper notification of an absence, late start, early departure, or any other attendance-related issue will result in disciplinary action up to and including dismissal.

### 1. Vacation.

Regular, full-time employees are entitled to vacation according to the following schedule of continuous service:

- Years 0-2: 80 hours per year
- Years 3-4: 120 hours per year
- Years 4-5: 160 hours per year
- Over 5 years: 200 hours per year

Employees hired as of the date of ratification will be entitled to the following vacation rates until gaining the seniority necessary to achieve the next rate of vacation: ● Years 0-3: 150 hours per year

- Years 4+: 200 hours per year

Regular, part-time employees will be entitled to a pro-rated amount of vacation leave at the same rate as full-time employees. Vacation time will be available from the employee's date of hire for new employees or January 1st for current employees. OTW encourages employees to take vacation time in the year that it is accrued. During an employee's probationary period pursuant to Article 9, the employee cannot use more than 50 hours of vacation time. For the purposes of administering vacation time, a workweek is 40 hours of vacation time for regular, full-time employees.

Employees wanting to use 60 hours of vacation time (or more) at one time must give OTW two (2) months advance notice. Accrued and unused vacation time will expire at the end of each calendar year (on December 31st), with the exception that employees may carry over up to 40 hours of accrued, unused vacation time at the end of each calendar year. Upon separation of employment, there is no cash payout for accrued, unused vacation time.

### 2. Sick Leave.

Employees are entitled to 100 hours of sick leave per year. Sick leave may be used for any reason allowed under Oregon's sick time law, such as illness, recuperation from injury, hospitalization, and medical appointments for the employee and their family or loved ones.

Employees may carry over up to 40 hours of sick leave per year. For the purposes of administering sick leave, a workweek is 40 hours of sick leave for regular, full-time employees. Upon separation of employment, there is no cash payout for accrued, unused sick leave.

If an employee is unable to work for more than three (3) consecutive days due to illness or injury, OTW may request a physician's note upon the employee's return to work.

In the event that the absence is related to a Worker's Compensation claim, OTW will adhere to applicable laws.

### 3. Holidays.

OTW is closed on the following holidays, for which employees are entitled to pay:

- New Year's Day
- Dr. Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples' Day
- Veterans' Day
- Thanksgiving Day
- The Day After Thanksgiving Day
- Christmas Day
- Christmas Eve
- Winter break –December 25 to January 1
  - 2023 – Dec 26, 27, 28, 29
  - 2024 – Dec 26, 27, 30, 31
  - 2025 – Dec 26, 29, 30, 31
  - 2026 – Dec 28, 29, 30, 31

Should a holiday fall on a Friday, Saturday, or Sunday it will be observed the following

Monday.

Part-time employees are entitled to holiday pay for any of the ten holidays on which OTW is closed. Part-time employees receive holiday pay based on the total number of hours worked regularly against the five-day workweek (e.g., hours worked in a week totaling 32: divide by 5 days = 6.4 hours of holiday pay.)

#### 4. Union Leave.

Any employee selected for a Union leadership position will be allowed an unpaid leave of absence of up to 80 hours, if the employee provides sufficient advance notice to the Executive Director or designee. The Union will inform OTW of employees eligible for Union leave. For the purposes of administering Union leave, a workweek is 40 hours of leave for regular, full-time employees.

#### 5. Paid Leave Oregon (“PLO”)

As of September 2023, employees will be able to apply for paid leave benefits through the State of Oregon’s Employment Department Paid Leave Oregon (“PLO”) program. OTW is responsible for collecting employee contributions for PLO. The contribution rate to PLO is determined by the Oregon Employment Department (“OED”). Currently, employees pay 60% of the 1% contribution rate, up to \$132,900 of wages per employee, per year. The Oregon Employment Department is solely responsible for administering the PLO program, determining employee eligibility for benefits, benefit amounts, making benefit payments, and other related requirements.

If the need for leave is foreseeable, the employee must provide OTW with written notice at least 30 calendar days before the requested leave. If the need for leave is not foreseeable, the employee must give OTW notice within 24-hours of the start of the leave and must provide written notice within three (3) days after the start of leave. OTW requests as much advanced notice as possible. Notice must include:

- The employee's full name;
- Type of leave requested; and
- Anticipated timing and duration of leave, including whether it is continuous or intermittent.

Leave under OFLA and Paid Leave Oregon will run concurrently in accordance with

state law. OTW allows employees to use other paid leave to supplement PLO benefits, up to 100 percent of the eligible employee's average weekly wage.

Employees cannot receive PLO if they receive workers' compensation or unemployment insurance benefits.

OTW reserves the right to request information from OED regarding the employee's average weekly wage reported, whether the benefit year was started, and whether leave was exhausted.

An employee's existing health benefits will continue until their paid leave ends or the employee returns to work after taking leave. OTW will continue to withhold the employee's benefit premiums in the normal process of payroll and benefits administration.

Employees are provided job protection while taking PLO if they have been employed for at least 90 days. No employee or prospective employee will be discriminated against or retaliated against for inquiring about PLO, requesting or taking PLO, or claiming PLO benefits.

PLO is not eligible for payout upon termination. PLO is not considered "hours worked." PLO will not count for overtime calculation, benefits accrual, PTO accrual, except to the extent expressly required by law.

Further details about employee eligibility for leave under OFLA and Paid Leave Oregon can be found on OED's Paid Leave Oregon website: <https://paidleave.oregon.gov/> and [will](#) be detailed in OTW's Employee Handbook.

## 6. Oregon Family Leave Act (OFLA)

When eligible, employees may be granted leave under the Oregon Family Leave Act (OFLA). Although OTW is not obligated to follow OFLA requirements due to the size of the organization, OTW has chosen to adopt its guidelines and protections for qualifying employees. Requests for OFLA leave will be reviewed on a case-by-case basis in accordance with state law.

OFLA leave is unpaid; however, employees may elect to exhaust all accrued, unused vacation and/or sick leave before being placed on unpaid status and when receiving PLO benefits, OFLA and PLO will run concurrently. Employees cannot use accrued vacation and/or sick leave to receive more than 100 percent of their average weekly salary. OTW will also provide for the continuation of health insurance benefits during the leave of absence.

Types of Leave. Under OFLA, eligible employees may take up to a total of 12 weeks of time off per year for the following reasons:

- Parental Leave. Either parent may take time off for the birth, adoption, or foster placement of a child. This leave may be up to 12 weeks and does not disqualify the employee from taking up to an additional 12 weeks for Sick Child Leave.
- Serious Health Condition. Employees are entitled to leave to care for their own serious health condition or to care for a spouse, parent, parent-in-law, child, grandparent or grandchild, domestic partner, the parent or child of a domestic partner, or any individual related by blood or affinity whose close association is equivalent to a family member as provided under Oregon law.
- Pregnancy Disability Leave. This leave may occur before or after the birth of a child or for prenatal care. Employees may take up to 12 weeks of Pregnancy Disability Leave in addition to 12 weeks for any other reason listed here.
- Sick Child Leave. This leave is intended to allow employees to care for a child with an illness or injury that requires home care but is not categorized as serious. This leave may also be granted if the employee's child's school or childcare provider is closed due to a statewide public health emergency.
- Military Family Leave. Spouses and Domestic Partners of service members who have been called to active duty or who are on leave from active duty may take up to 14 days of protected leave. (For the employee's own military service, please see USERRA Military Leave.)

Eligibility.

Eligible employees are defined as those who have worked for OTW an average of 25 hours per week over a 180-day period. In the case of Parental Leave, the only requirement is that you have been employed with OTW for a minimum of 180 days.

Use of leave.

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary.

Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis.

Leave may be taken on an intermittent basis when used to care for the employee's own child during the first year following birth or to care for a child placed with the employee for foster care or adoption.

Accrual of Paid Time Off.

OFLA does not qualify as "hours worked." Employees on OFLA will not accrue PTO, vacation, or sick leave nor will the employee be paid holiday pay.

Medical and other benefits.

During an approved leave, OTW will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid family medical leave, the organization will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium through monetary contributions.

An employee's healthcare coverage may cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, OTW will send the employee a letter to this effect. If the organization does not receive the premium payment within 15 days after the date of that letter, the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the leave

period, the employee will be required to reimburse the organization for the cost of the premiums paid by the organization for maintaining coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.

During OFLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Use of OFLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.

#### Returning to work at the end of leave.

Upon return from approved OFLA leave, eligible employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms in accordance with state law.

#### Employee responsibilities when requesting OFLA leave.

If the need to use OFLA leave is foreseeable, the employee must give the organization at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within one or two business days of learning of the need for leave except in extraordinary circumstances.) Failure to provide such notice may be grounds for delaying the start of the OFLA leave.

If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable under the facts of the particular case. An employee requiring unforeseeable leave must, absent extraordinary circumstances, call his or her direct Supervisor and provide sufficient information regarding their need for leave to support a request for OFLA leave. It generally should be practicable for the employee to provide notice of leave within one business day.

When submitting a request for leave, the employee must provide sufficient information for the organization to determine if the leave might qualify as OFLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Calling in "sick" is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is

unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for leave. Employees also must inform OTW if the requested leave is for a reason for which OFLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

#### Employer responsibilities.

When an employee requests leave from their supervisor, it is the supervisor's responsibility to immediately inform Human Resources. The Human Resources Representative will inform the employee whether they are eligible under OFLA. If the employee is eligible for OFLA leave, the employee will be given a written notice that includes details on any additional information they will be required to provide. If the employee is not eligible under OFLA, the organization will provide the employee with a written notice indicating the reason for ineligibility.

If leave will be designated as OFLA-protected, the organization will inform the employee in writing and provide information on the amount of leave that will be counted against the employee's entitlement.

#### Medical Certification.

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from the Human Resources Department. When the employee requests leave, the organization will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after leave is requested.) If the employee provides at least 30 days' notice of medical leave, they should also provide the medical certification before leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The organization, at its expense, may require an examination by a second healthcare provider designated by the organization, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the organization, at its expense, may

require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

The organization may require subsequent medical recertification. Failure to provide the requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided. Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

#### Reporting while on leave.

If an employee takes leave because of the employee's own serious health condition or to care for a covered relation for an indefinite period of time, the employee must contact OTW's designated point of contact on the first and third Tuesday of each month regarding the status of the condition and their intention to return to work.

#### Intermittent and reduced-schedule leave.

Leave because of a serious health condition, or military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary.

If leave is unpaid, the organization will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on intermittent or reduced-schedule leave, the organization may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

#### 7. Military Leave (USERRA).

Regular full-time and regular part-time employees who enlist or are inducted into the Armed Forces of the United States are entitled to unpaid Military Leave. In addition, employees who are members of a National Guard or Reserve unit and are called for training or active duty will be granted unpaid leave for that duty period.

Statutory protection provides certain job guarantee rights for individuals serving on active duty in the military. OTW will handle reinstatement rights, as well as seniority and

benefits in accordance with applicable federal laws.

Any employee who is a member of a reserve unit of the Armed Forces will be placed on unpaid leave for their annual two-week training duty. Employees should provide their supervisor with written notice of any annual military training leave requirements as far in advance as possible. Employees are required to provide a copy of their orders specifying the length of leave needed.

Benefits programs will be unaffected by this leave and employees may utilize accrued vacation time to cover this absence.

#### 8. Bereavement.

After the death of an employee's family member, the employee shall be granted up to 80 hours for bereavement leave per calendar year, 40 hours will be compensated at the employee's regular wage. For the purposes of administering bereavement leave, a workweek is 40 hours of leave for regular, full-time employees. Family member is defined in accordance with OFLA/PLO.

#### 9. Jury Duty.

While no approval is necessary for required court appearances, employees should notify their supervisor as soon as possible of impending absence. Employees summoned to serve as jurors will receive full salary and benefits only for the time they are required by the court to be away from work up to a maximum of 5 days per year.

Employees who are a party to the action (plaintiff or defendant) are not entitled to receive regular pay. In such instances, employees may elect to utilize accrued vacation leave.

Employees are obliged to provide OTW with the original jury summons or subpoena to appear. OTW reserves the right to petition the proper authorities to postpone an employee's appearance or request that they be excused if their services are urgently needed during the specified period or if their absence would cause hardship for the organization.

### **ARTICLE 18 – RETIREMENT**

The employer agrees to participate in the Machinist Retirement Savings Plan (MSRP), including

its 401(k) and Roth IRA options.

The employer will make employee-authorized payroll deductions into an employee's 401(k) or Roth IRA account.

The employer will match up to the first 3% of the employee's wages contributed to either the employee's 401(k) or Roth IRA account, at the employee's direction.

Rollover of an employee's current retirement account into their MSRP account will be allowed if requested by the employee.

Bonuses or other recognition amounts may be deposited into an employee's MSRP account at their discretion, upon written request to OTW's Executive Director or designee.

**Bargaining Note:** Up to four (4) OTW managers and/or supervisors will be allowed to participate in the MSRP account(s), upon execution of a written agreement with the Machinist Retirement Savings Plan Trustees or Plan Administrator(s).

## **ARTICLE 19 – WAGES**

### **1. Annual Performance Evaluation.**

OTW will evaluate employees on at least an annual basis, which will include a self-assessment by the employee. OTW may evaluate employees more frequently. a.

During this annual evaluation, the Executive Director or designee and the employee will establish the employee's regular work schedule for the following year.

b. An employee will be given an opportunity to examine the performance evaluation and to discuss it with the Executive Director or designee. A copy of the performance evaluation and a copy with any relevant attachments will be placed in the employee's official record.

c. The Parties agree that performance evaluations are not grievable under Article 21 – Grievance Procedure of this Agreement.

### **2. Merit Increases and Additional Consideration.**

Upon successful completion of the probationary period, eligible employees will be evaluated annually. Merit increases or additional consideration will be awarded based on the financial

ability of OTW to provide such increases or additional consideration and employee performance. Increases will be in annual dollar amounts, effective January 1st. The merit increase range is 0-4%, and the amount of merit increase will be individually determined based on the evaluation. Additional consideration will represent flat dollar or lump sum amounts. OTW at its discretion may provide such merit increases or other additional consideration to eligible employees. Decisions with reference to evaluations, merit increases or additional consideration are not subject to the grievance provisions of this Agreement.

### 3. Cost-of-Living Adjustment.

- a. The first adjustment under this plan will be July 1st, 2025. Eligible employees will receive a maximum of 5% or the Consumer-Price Index for the West Region (whichever is less) as a cost-of-living adjustment.
- b. The second adjustment under this Agreement will be July 1st, 2026. Eligible employees will receive a maximum of 5 % or the Consumer-Price Index for the West-Region (whichever is less) as a cost-of-living adjustment.
- c. Only employees with one year of continuous service as of the cost-of-living adjustment increase date (July 1st) will be eligible for the cost-of-living adjustment.
- d. On February 1, 2024, current employees will receive an annual wage increase of \$3,000 retroactive to January 1, 2024. “Current employees” is defined as employees hired and currently employed and working for OTW as of November 20, 2023.

Bargaining Note: For the term of this Agreement, no Cost-of-Living adjustment based on the Consumer-Price Index will be a negative adjustment. For budgetary purposes, “current employees” is defined to include only those employees working for OTW as of November 20, 2023. All other employees hired after this date will not be entitled to the annual compensation adjustment for 2024.

## **ARTICLE 20 – DISCIPLINE**

No Employee shall be disciplined except for just and sufficient cause. Disciplinary sanctions shall generally be imposed in accordance with the principles of progressive discipline which recognize that the severity of the offense may justify or warrant bypassing some or all lower

levels of discipline.

It is the policy of OTW to approach lower-level infractions with verbal coaching. If, after appropriate coaching, there is no sustained improvement or if additional disciplinary or performance issues occur, then progressive disciplinary actions, (including written warning, suspension or final warning, and termination) may be implemented. When a suspension, final warning, or termination is issued to the employee, a Union representative may be present at the employee's request, if available. Offenses do not have to be related to result in progressive discipline.

OTW reserves the right to take any disciplinary action it considers appropriate, including termination, at any time. Violations of OTW policies may result in coaching and/or escalated disciplinary action, but there are a multitude of other scenarios that may result in disciplinary action. Disciplinary actions taken by OTW are subject to the filing of a grievance pursuant to Article 21.

In accordance with their Weingarten Rights, employees have the right to be accompanied by a union steward or representative of the union for any meeting, interview, or conversation that they feel may result in disciplinary action.

## **ARTICLE 21 – GRIEVANCE PROCEDURE**

Section 21.1—Definition of Grievance. A grievance is an allegation by an employee or the Union that OTW has violated a provision or practice under this Agreement.

### Section 21.2—Procedural Steps.

Before presenting a grievance, employees must attempt to resolve the issue through oral or written communication with their direct supervisor. In the event that the potential grievance involves their direct supervisor, the employee may communicate directly with the Executive Director or their designee.

(a) Step 1—Written Grievance. Not later than ten (10) business days after the event giving rise to the grievance, or ten (10) business days after the employee should reasonably have learned of the event giving rise to the grievance, whichever is later, must submit a written grievance with or without a steward to the employer. The employer shall give a written answer to the grievance within ten (10) business days after receipt of the grievance.

(b) Step 2—Written Appeal to the Executive Director. If the grievance is not settled at Step 1, the employee with a steward, not later than five (5) business days after receipt of the Employer's written answer at Step 1, may file a written appeal of that answer to the Executive Director. Not later than ten (10) business days after receipt of the written appeal, the Executive Director or designee shall meet with the employee and the employee's shop steward or union representative. The Executive Director or designee, shall give a written answer to the grievance within ten (10) business days after such meeting, which answer shall be final and binding on the employee, the Union and OTW, unless it is timely appealed to arbitration by the Union in accordance with the procedures set forth in this Article.

Section 21.3—Written Presentation. All grievances presented at Step 1 of the procedure set forth in Section 21.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 1 of the procedure set forth in Section 21.2 of this Agreement shall be signed and dated by the aggrieved employee and/or a shop steward. All written answers submitted by OTW shall be signed and dated by the appropriate OTW representative.

Section 21.4—Time Limitations. The time limitations set forth in this Article 21 are of the essence of this Agreement. No grievance shall be accepted by OTW unless it is submitted or appealed within the time limits set forth in Section 21.2 of this Agreement. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If OTW fails to answer within the time limits set forth in Section 21.2 of this Agreement, the grievance shall automatically proceed to the next step. Extensions to time limits can be requested of either party by written request.

Section 21.5—Appeal Procedure. Any grievance, as defined in Section 21.1 of this Agreement, that has been properly and timely processed through the grievance procedure set forth in this Article and that has not been settled at the conclusion thereof, may be appealed to arbitration by the Union serving OTW with written notice of its appeal. The failure to appeal a grievance to arbitration in accordance with this Section 21.2 within ten (10) business days after receipt of the written answer of OTW at Step 2 of the grievance procedure shall constitute a waiver of the Union's right to appeal to arbitration, and the written answer of OTW at Step 2 of the grievance procedure shall be final and binding on the aggrieved employee, OTW, and the Union.

Section 21.6–Selection of Arbitrator. Not later than ten (10) business days after the Union serves OTW with written notice of appeal a grievance to arbitration, OTW and the Union shall jointly request the Federal Mediation & Conciliation Service to furnish, to OTW and the Union, a list of seven (7) qualified and impartial arbitrators. Within five (5) business days after receipt of that list by OTW, OTW and the Union shall alternately strike names from the list, until only one (1) name remains. The arbitrator whose name remains shall hear the grievance.

Section 21.7–Arbitrator’s Jurisdiction. The jurisdiction and authority of the arbitrator and the arbitrator’s opinion and award shall be confined exclusively to the interpretation and/or application of the express provision(s) of this Agreement at issue between the Union and OTW. The arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement; to impose on either party a limitation or obligation not explicitly provided for in this Agreement; or to establish or alter any wage rate or wage structure. The arbitrator’s authority shall be limited to providing make whole relief and shall not include award of damages for emotional distress or pain and suffering, punitive damages, interest, attorney fees or representation costs. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of OTW and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within the arbitrator’s jurisdiction and authority shall be final and binding on the aggrieved employee, the Union, and OTW. The parties will request the written award be issued within thirty (30) calendar days of the close of the arbitration hearing.

Section 21.8–Fees and Expenses of Arbitration. The fees and expenses of the arbitrator and other mutually agreed upon fees shall be shared equally by OTW and the Union; otherwise each party shall bear its own arbitration expense.

## **ARTICLE 22 – SEVERABILITY**

It is understood and agreed that if any part of this Agreement shall be construed by any court, agency or tribunal of competent jurisdiction or as a result of arbitration pursuant to the grievance procedure hereunder, to be in conflict with any law, then such part shall, to that extent, be deemed to be null and void from the date hereof without, however, affecting the balance of this Agreement.

## **ARTICLE 23 – ENTIRE AGREEMENT**

1. It is acknowledged that during negotiations which resulted in this agreement, the Union and OTW had the unlimited right and opportunity to make demands and proposals with

respect to all proper subjects of collective bargaining. Therefore, for the life of this agreement, the Union agrees that OTW shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement but will be obligated to bargain collectively over the effects of such subjects or matters affecting the terms and conditions of employment as required by the National Labor Relations Act.

2. It is agreed that this written contract reflects the entire agreement between the parties. However, this Article will not restrict OTW and the Union by mutual agreement of adding amendments, interpretations or clarifications of this agreement, or applying interpretations in accordance with the intent and purpose agreed upon between the Union and OTW.
3. To the extent not inconsistent with any of the express provisions of the Agreement, all employees shall remain subject to the rules and regulations contained in OTW's Employee Handbook in effect at the time of ratification of this Agreement, which may from time to time be revised.

Bargaining Note: OTW anticipates making revisions to its Employee Handbook following revisions to organizational structure, job descriptions, and to update language in compliance with state and federal law updates.

#### **ARTICLE 24 – TERMINATION OF AGREEMENT**

This Agreement shall be effective as of the first (1st) day of January 2024 unless otherwise provided herein, and shall remain in full force and effect through the thirtieth (30th) day of June 2027. This Agreement shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing no later than ninety (90) days prior to the expiration of the Agreement or any subsequent renewal, that it wishes to modify the contract for any reason. The contract shall remain in full force and effect during the period of negotiations.

#### **SIGNATURES**

Ratified on the \_\_\_ day of \_\_\_\_\_ 2023 and signed in agreement on behalf of the parties by the below:

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On behalf of Oregon Tradeswomen, Inc. On behalf of IAMAW Local 63 and District W24

Date Date

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### **MEMORANDUM OF AGREEMENT**

On May 11, 2023, the Centers for Disease Control's COVID-19 Public Health Emergency Declaration expired. The Oregon Health Authority also removed COVID-19 response measures on that date. Oregon OSHA's interim guidance related to COVID-19 expired effective June 15, 2023.

In light of these events, Oregon Tradeswomen has ended its COVID-19-related restrictions, provisions, and benefits, unless those special benefits, accommodations, provisions, or restrictions have been expressly included in the parties' Collective Bargaining Agreement. This includes:

1. Vaccination and testing requirements for staff, students, and volunteers
2. Additional Emergency Sick Leave.
3. 30-day Paid Wellness Leave
4. Any other requirement, benefit, perquisite, or program adopted out of necessity during the pandemic.

Staff may be allowed to continue working a hybrid/remote schedule provided in the parties' Collective Bargaining Agreement.

### **MEMORANDUM OF AGREEMENT**

1. OTW and the Union agree to convene an Ad Hoc Committee to recommend revisions to current job descriptions, titles, positions, and organizational structure (including new job descriptions, titles, and positions), given the organization's opportunities for growth, to address employee workload and workflow after layoffs, and the current financial status of the organizations. It is understood that this committee will recommend only reasonable changes to currently-held positions, associated job descriptions, and responsibilities, and reasonable changes will not result in salary increases.
2. The Ad Hoc Committee will meet at mutually reasonable times, either in-person, hybrid,

or virtually depending on committee preference.

3. The Ad Hoc Committee will complete their work by **January 31, 2024**, unless this deadline is extended by mutual agreement of both parties.
4. Committee members may be asked to present their final recommendations on reorganization to the Board of Directors.
5. Members of the Ad Hoc Committee include:
  - a. OTW:
    - i. Interim Executive Director or designee; and
    - ii. Former Executive Director.
  - b. Union:
    - i. Program Director;
    - ii. An employee representing fundraising, communications, and/or grants;  
and
    - iii. One other employee.
6. The Ad Hoc Committee may invite subject matter experts, former OTW employees, current or former board members, or volunteers to offer input and expertise as the committee prepares its recommendations.