

Agreement

between

Northeast Region Organizing Project

and

**Local 376
Office and Professional Employees
International Union
AFL-CIO**



July 1, 2009 to June 30, 2012

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ARTICLE I: RECOGNITION

SECTION 1. The Northeast Region Organizing Project, hereafter referred to as the Employer, voluntarily recognizes Local 376, Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the union, as the exclusive bargaining agent for employees in the following job categories:

1. New Organizer;
2. Organizer;
3. Senior Organizer;
4. Organizer IV;
5. Lead Organizer;
6. Intern.

Excluded from voluntary recognition are supervisors and managers as defined by the Act; all workers employed in the state of Maryland; and any temporary employee on release time employed for a specific campaign not to exceed six (6) months

ARTICLE II: UNION SECURITY/CHECKOFF

SECTION 1. Employees covered under this Agreement must become members of OPEIU Local 376 AFL-CIO upon completion of thirty (30) days of employment.

It is a continuing condition of employment with the Northeast Region Organizing Project that all employees covered by this Agreement shall be and remain good standing members of the EMPLOYEE UNION. Persons losing their membership in the EMPLOYEE UNION shall not be retained in the employ of the Northeast Region Organizing Project after receipt by the employer of official notice from the EMPLOYEE UNION: subject to any applicable provisions of the National Labor Relations Act of 1947, as amended.

SECTION 2. Accepting Checkoff Deduction of Union Dues.

The parties to this Agreement agree to cooperate in every reasonable way in carrying out the provisions hereof. During the life of this Agreement or any extension thereof, upon written assignment from an employee, the EMPLOYER shall deduct union membership dues, including initiation fee, if applicable.

SECTION 3. Authorization.

The assignments shall be in the following forms:

I, _____, hereby authorize and direct the Northeast Region Organizing Project in accordance with any bargaining agreement thereof, to deduct from my pay in monthly installments union membership dues including initiation fee (if applicable) charged against me by OPEIU Local 376, Office and Professional Employees International Union, AFL-CIO.

I hereby authorize the EMPLOYER and direct the EMPLOYER to transfer and pay such sums to the Financial Secretary of OPEIU Local 376. This assignment shall be irrevocable and will be automatically renewed for each succeeding Agreement.

ARTICLE III: EMPLOYERS' RIGHTS

SECTION 1. All of the rights, powers, prerogatives, and authority of the management of the Employer's operations are retained by the Employer and remain exclusively within the rights of management. This includes, but is not limited to, the right to:

- direct its employees;
- transfer employees; and
- discipline and discharge employees.

SECTION 2. It is understood and agreed that the rights of management shall be deemed only to be limited by express provisions of the Agreement and not by implication or construction. The failure of the Employer to exercise its full rights of management or discretion on any manner or occasion shall not be a precedent or binding on the Employer, nor the subject or basis of any grievance nor admissible in any grievance proceeding.

SECTION 3. Any of the rights, powers, or authority that the Employer has prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted to others, or modified by this Agreement or by any supplementary agreements that may be hereafter be made.

ARTICLE IV: HIRING

SECTION 1. All project staff shall be notified in writing at the time of appointment of the nature of their appointment. See Appendix I for copy of form letter.

SECTION 2. All employees covered by this Agreement shall have a probationary period of one (1) year, which may be extended for an additional twelve-(12) month period. AFL-CIO Organizing Interns who continue employment in the same project as their internship shall have one month of the intern service applied toward the probationary period. The employee shall be notified in writing the reasons for the extension. An employee who is to have his/her probation extended shall be notified thirty (30) days prior to the extension date. Said notice shall include the name of the individual(s) to conduct the review(s). Review of the extended employee's performance shall be conducted at the 90, 180, and 270 day of the extension. Such extended probation may be ended prior to the expiration of the additional year if in the opinion of the Regional Director the performance, as determined in the 90, 180, or 270 day review, has improved to that of what is expected of a non-probationary employee.

SECTION 3. In the event that a probationary employee is terminated, said employee shall have the right to a written explanation from the Northeast Regional Director, and the decision of the Northeast Regional Director shall be final and binding, and no appeal shall be taken therefrom.

ARTICLE V: SUPERVISION AND ASSIGNMENTS

SECTION 1. All organizing staff shall work under the direct supervision of national staff or state federation staff.

SECTION 2. Organizing staff may be assigned to any campaign within the region and may be required to relocate if in the judgment of the Project Director or Regional Director, the assignment warrants. If the employee chooses not to relocate, he/she will be on lay-off status and eligible for recall if an assignment within his/her location becomes available within two (2) years. Employees in such status are not eligible for sick-leave termination pay. In the event organizing staff relocates as a result of his/her assignment, to defer the cost of relocation, the Employer will reimburse him/her an amount to be determined by the Regional Director.

ARTICLE VI: REDUCTION/REASSIGNMENT OF STAFF

SECTION 1. If organizing staffing is reduced for any reason, reduction and/or reassignment of organizing staff shall occur in order of seniority, provided that the most senior person is qualified.

SECTION 2. Employees laid off in accordance with the above shall be placed on a recall list for two (2) years and shall be recalled for any position that becomes open in accordance with their seniority and qualifications.

SECTION 3. The Employer shall inform all affected employees and the Union, in writing, forty-five (45) days prior to reduction of staff.

ARTICLE VII: GRIEVANCE PROCEDURE

It is understood that management shall not discipline or discharge members of the bargaining unit except for just and sufficient cause. It is agreed that the differences arising as to the interpretation of application for the terms of this Agreement shall be discussed by the parties and every effort will be made to settle differences in a spirit of amity and understanding.

Step 1. The grievant shall bring his/her grievance to his/her immediate supervisor with the object to resolving the matter informally. This step shall be taken no later than ten (10) days after the date on which the action giving rise to the grievance occurred or the grievant shall have been aware of the action. Any resolution at this level shall be in accordance with the terms and conditions of this Agreement and shall be conveyed to the grievant.

Step 2. If the grievant finds the outcome of Step 1 to be unsatisfactory, he/she shall file a written notice to the Regional Director, setting forth the nature of the grievance and referring to the section(s) violated and/or to the specific conditions from which the grievance arises. This step must be taken within twenty (20) days of the unsatisfactory resolution at Step 1. The Regional Director shall meet with the grievant and representative of the Union within twenty (20) days of receipt of the written notice. After a hearing of the grievance, the Regional Director shall issue a decision within twenty (20) days.

Step 3. If a satisfactory settlement is not reached, the Employee Union may, within twenty (20) days of the receipt of the Step 2 decision, notify the Employer of its intent to arbitrate the dispute. Upon such notification, the Employee Union will refer the case to the American Arbitration Association; and the arbitration shall be conducted according to the rules of the American Arbitration Association. The decision shall be issued by the arbitrator thirty (30) calendar days after the closing of the arbitration hearing. All time lines throughout the entire grievance procedure shall be extended upon the mutual agreement of both parties. Costs of the arbitration shall be borne equally by the EMPLOYER and the EMPLOYEE UNION. The decision of the arbitrator shall have any right to change, add to, subtract from, or modify any of the terms of the collective bargaining agreement existing between the EMPLOYER and the EMPLOYEE UNION.

ARTICLE VIII: VACATION/PERSONAL LEAVE

SECTION 1. A total of eleven (11) vacation days and two (2) personal-leave days will be accrued annually at the combined rate of one-and one-eighth (1.08) days each month of employment. An employee may draw from total vacation/personal leave prior to the actual accrual of such time. However, if for any reason the employee terminates his/her employment prior to one year, any vacation or personal leave expended beyond the actual accrued time shall be deducted from his/her final paycheck at the rate of one-day's wages for each day. In the event the employee terminates his/her employment with unexpended vacation days, he/she will receive cash payment of the remaining days up to one-year's entitlement. Unless there is written, prior approval from the Project Director, vacation/personal leave days cannot be carried over from year-to-year.

SECTION 1.a After one (1) year of employment, vacation/personal leave shall be increased to a total of sixteen (16) days per year.

SECTION 2. Vacation/Personal Leave Requests.

Any vacation or personal leave time must be requested in writing and submitted for approval to the Project Director in advance.

SECTION 3. Religious Holiday. Each employee shall be entitled to one (1) religious holiday each year.

SECTION 4. Compensatory Days. For every consecutive sixteen (16) days of assigned work, the employee will receive one comp day. This day must be used within three (3) months of accrual. Comp days cannot be paid out upon termination of employment. If the demands of the project do not allow for the timely use of these days, the time period can be extended by approval of the Regional Director.

ARTICLE IX: HOLIDAYS

SECTION 1. Employees shall receive the following paid holidays:

1. New Year's Day
2. Dr. Martin Luther King, Jr.'s Birthday
3. Presidents' Day
4. Memorial Day
5. July 4
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day (Thursday)
10. Day after Thanksgiving Day (Friday)
11. December 24 through December 31

SECTION 2. In the event that the employee must work on any of the above days, arrangements must be made with the Project Director prior to the holiday for approval to reschedule any holiday.

ARTICLE X: HEALTH AND HOSPITALIZATION INSURANCE

SECTION 1. The employer agrees to provide to all employees Individual or Family Blue Cross and Dental insurance coverage; or at the employer's discretion, comparable insurance. Part-time employees will have access to and be allowed to purchase, at the employee's expense, the insurances described here. After completing one (1) year of employment, a part-time employee, working at least twenty (20) hours per week, is eligible for an employer contribution toward the insurances described herein on a pro-rated basis based upon hours worked, not to exceed 100 percent of the individual monthly premium. Employees who are offered full-time employment in their existing project and choose to work part-time will not receive the employer contribution described here.

SECTION 2. Each employee shall be eligible for group coverage with a life insurance policy in the amount of \$50,000 and accidental death and dismemberment insurance with a limit of \$50,000. In the event an employee does not qualify for group coverage life insurance for medical reasons, an amount equal to the average premium that would have been paid is allowed for coverage in another type of insurance market.

SECTION 3. If an employee is covered under another form of health insurance, he/she may choose not to accept employer-paid coverage. If an employee chooses not to accept the health and hospitalization insurance benefits described in Sections 1 and 2, the employer shall establish a health and welfare fund in the amount of the annual premium for Blue Cross/Blue Shield/Prescription/Delta Dental Individual coverages up to a maximum of Three Thousand (\$3,000) Dollars per year for the employee; and the employee may choose to draw from his health and welfare fund moneys to pay for medical-related expenses that he/she may incur. It is understood and agreed that if an employee chooses not to accept the employer-paid Individual insurance coverage, his/her choice must be in writing and remain in effect for one (1) year. The current open enrollment period for coverage is April 1 through April 30.

ARTICLE XI: LEAVE OF ABSENCE

SECTION 1. Sick Leave.

Sick leave shall be accrued at the rate of one-and-one-quarter (1.25) days per month of employment for a total of fifteen (15) days per year. The total accrual shall not exceed forty-five (45) days. In the event of a layoff, a permanent employee shall be paid for unused sick leave for up to a rate of one-half of his/her total accrual. No re-employment rights shall apply if an employee is paid for unused sick leave.

SECTION 2. Bereavement Leave.

All employees covered by this Agreement shall be granted five (5) days' leave with pay in case of death of his/her spouse, significant other domiciled with, parent, child, brother, sister, mother-in-law, or father-in-law. In the event of death of a grandparent, grandchild, brother-in-law, sister-in-law, aunt, or uncle, one (1) day leave with pay shall be granted. In exceptional circumstances an organizer, with the prior approval of the Project Director, may also use personal leave and/or sick leave to fulfill family bereavement commitments.

SECTION 3. Parental Leave.

Employees shall be covered under the Family and Medical Leave Act.

SECTION 4. Jury Duty.

In the event an employee is called to serve on jury duty, the employer shall pay the employee the difference between his/her regular salary and the payment received from the court excluding travel and meal expenses.

SECTION 5. Unpaid Leave.

Unpaid leaves of absence may be granted to an employee who requests such leave for a period of up to twelve (12) months.

ARTICLE XII: SALARY

SECTION 1. The salary schedule of employees covered by this Agreement shall be as follows:

	July 1, 2009	July 1, 2010	July 1, 2011
New Organizer	\$45,634.	\$46,090.	
Organizer	\$51,112.	\$52,596.	\$53,648.
Senior Organizer	\$54,965.	\$56,137.	\$57,260.
Organizer IV	\$57,429.	\$58,003.	\$59,163.
Lead	\$62,760.	\$63,388.	\$64,656.

SECTION 2.

New Organizer - No new employees will be hired as New Organizer as of July 1, 2010. Any employee hired as New Organizer before July 1, 2010, will complete their one-year probation. When the last person hired as New Organizer completes their probationary period as a New Organizer, the position will no longer exist.

The intern position will be a six-month position paid at the rate of \$15,000 for the six-month period and will be eligible for all benefits contained within this agreement. The intern position is meant to be a learning opportunity in which the intern works with

organizers and national representatives to gain an understanding of all aspects of an organizing campaign. The intern will not be solely responsible for campaign turf. The intern may be asked to work on projects in different states. Assignments will be determined by the Regional Director. Upon completion of the internship, the intern will be considered for organizing opportunities within the Northeast Region Organizing Project; however, there is no guarantee of employment. The entirety of the internship will be considered probationary and any termination before the six months will not be subject to arbitration.

Organizer is a capable organizer who may have little to some union organizing experience. A list of criteria can be found in Section 3.

Senior Organizer is a higher skilled organizer with extensive organizing experience as demonstrated by their knowledge, skills and abilities. A list of criteria can be found in Section 3.

Organizer IV is a highly skilled organizer with extensive organizing experience as demonstrated by their knowledge, skills and abilities. When the last person hired as Organizer IV is no longer employed by the Northeast Region Organizing Project, the position will no longer exist.

Lead Organizer is an organizer with strategic and operational responsibility, authority and accountability for planning and conducting all elements of the organizing campaign.

SECTION 3.

During the first year of employment, the employee will be evaluated in writing by the seventh month. The evaluation will be conducted by the Regional Director or Deputy Regional Director in consultation with the employee's direct supervisor (National Representative, Affiliate or Local staff). Depending on the employee's rank, they will be evaluated on their proficiency in the following:

Organizer
Membership mobilization
Building leaders/recruiting to committee
Running small amounts of campaign turf
Receive a solid commitment from a worker (authorization card, contract vote, action)
Database proficiency
Mentor an organizing committee

Senior Organizer

- Responsibility for significant amounts of campaign turf
- Mentor an Organizing Committee
- Navigate Committee politics
- Good research and writing skills
- Implement strategic research
- Goal setting for turf
- Communicate to the committee a strategic vision of the campaign

Lead

- Mentor staff in all aspects of organizing
- Debrief organizing staff
- High level of strategic input
- Help motivate staff
- Evaluate campaign status to campaign director

Upon completion of the evaluation, a copy will be furnished to the employee and to the Steward Council.

Evaluation Appeal

A copy of the evaluation must be submitted to the employee for signature. If there is a disagreement the employee may respond in writing to be placed in the employee's personal file.

SECTION 4.

A recent (completed within three months) evaluation will be used as a piece of the promotion decision.

An employee may seek to be promoted to a higher classification at any time, except that an employee whose promotion has been denied cannot seek to be promoted to a higher classification for at least five (5) months after the decision of the Regional Director. The request shall be in writing, and the Regional Director shall provide a review of the employee's work that will occur within forty-five (45) days of the request for promotion. The Regional Director will have a conversation with the applicant within thirty (30) days of the request. The decision of the Regional Director shall be made within ten (10) days of the completion of the review of the work. A decision of the Regional Director to deny a promotion shall be made in writing with an explanation of the reasons for the decision. Denial of promotion shall not be subject to arbitration.

Time in service in any one or combination of organizer positions is not sufficient to warrant promotion, with the exception of New Organizer to Organizer after completion of probationary period.

ARTICLE XIII: PENSION AND SECTION 125/CAFETERIA PLAN

SECTION 1. All full-time employees covered by the Agreement shall have an employee-contributable 401(k) pension plan. The employer will contribute a net amount of four percent (4%) of the employee's salary each year through monthly direct-deposit contributions to each full-time employee covered under this Agreement. The employee shall have ownership of his/her plan upon termination for any reason at any time.

SECTION 2. NEROP will maintain a Section 125 Plan.

ARTICLE XIV: DUTIES AND RESPONSIBILITIES OF EMPLOYMENT

SECTION 1. All employees covered by this Agreement agree to devote full time, in the usual sense of the word, to service on behalf of the employer under direction and supervision of the Project Director. Situations requiring staff to work on weekends do arise, and the employees recognize that they may be required to work on weekends.

SECTION 2. All employees covered by this contract shall call or email the Regional Coordinator that they are taking a sick or leave day by noon of the day of the absence.

ARTICLE XV: EXPENSES

SECTION 1. All employees covered under this Agreement will be reimbursed for all miles driven on Northeast Region Organizing Project business at the mileage reimbursement rate established and published by the IRS. Mileage reimbursement will be based on beginning and ending odometer readings for all business miles. Commuter and personal miles will not be reimbursed.

SECTION 2. Overnight Travel.

When it is necessary for the employee to remain overnight, the employee shall be reimbursed a reasonable cost for hotel accommodations. Except in emergency situations, prior approval must be obtained from the Project Director.

SECTION 3. Expenses.

The employer will reimburse employees per diem as described herein for all expenses except lodging and travel. Per diem shall be paid as follows:

Out of town: \$30. Travel at a distance of forty (40) miles or more from office and when two (2) meals are necessary (no overnight).

Overnight: \$65. Travel at a distance of sixty (60) miles or more from office and when two (2) meals are necessary.

Per diem shall cover all incidental and personal expenses incurred by the employee in the performance of his/her duties except for lodging and transportation.

SECTION 4. Telephone Allowance.

If an employee has a cell phone that is used for Northeast Region Organizing Project business, the employer will reimburse the employee eighty percent (80%) of an individual plan with a cap of \$100. If an employee is on a family plan, the basic monthly charge and applicable taxes will be divided by the number of family members on the plan and the employee will be reimbursed at eighty percent (80%) of their individual portion with a cap of \$100. A copy of the entire bill will be submitted to the employer on July 1 and January 1 of each year and whenever the plan changes during the term of the contract. The employer maintains the rights to request a copy of a monthly bill throughout the year should questions arise.

SECTION 5. Activity and Expense Forms.

All employees covered by this contract shall submit expense and activity reports on a weekly basis, regardless of whether or not they have incurred any reimbursable expenses. All receipts must be itemized to be reimbursed. Except at the discretion of the Regional Director, Employees will not be reimbursed for expenses submitted later than thirty (30) days after an expense has been incurred.

ARTICLE XVI: PROFESSIONAL DEVELOPMENT

Each year, effective July 1, the employer will make available funds equivalent to \$250 per bargaining-unit member for reimbursement of tuition fees and books for job-related courses taken toward an accredited degree and/or certification program. Unused funds shall not accrue.

Advanced notification and approval by the Regional Director for the course must be obtained by the employee. The employee will be reimbursed only after submitting proof of the expense, course completion and a passing grade. No one employee is eligible for reimbursement of more than \$250 per fiscal year.

If the employer requires the employee to attend training, it shall be considered working time. Time spent in non-mandatory, but approved, job-related trainings shall be taken on the employee's time. If an employee can demonstrate that his/her vacation/personal leave accrual will be depleted because of the training schedule and additional time is

needed to complete the training, the employer may authorize up to five (5) days of paid leave that will not be charged against the employee's vacation/personal leave account.

ARTICLE XVII: STATE-FUNDED PROGRAMS

In an effort to ensure that unit members have the opportunity to opt into state-funded disability, family leave and other programs that are available in the state they work, a Labor Management Committee will be created to make the knowledge and necessary deductions available and a way to opt in.

ARTICLE XVIII: INFORMATION

Upon the hiring of a new employee or the implementation of a new organizing project, the employer shall provide (but not limited to) the Steward Council the following:

- a) name, address, gender, date of birth;
- b) date of hire;
- c) salary;
- d) benefits received; and
- e) current work location and telephone number.

ARTICLE XVIII: NON-DISCRIMINATION

There shall be no discrimination against any present or future employee by reason of race, creed, color, religion, national origin, sex, sexual orientation, age, physical or mental disability, union membership, or political activity.

ARTICLE XX: DURATION OF AGREEMENT

This Agreement shall take effect on the first (1) day of July, 2009 and continue in force until the thirtieth (30th) day of June, 2012.

For: Northeast Region Organizing Project:

Mark A. Bostic, Regional Director

Date

For: Office and Professional Employees International Union
AFL-CIO, Local 376:

Richelle Fiore

Date

Date

Date

Appendix I

Date

Name

Address 1

Address 2

City, State, Zip

Dear _____:

It is a pleasure to welcome you to the Northeast Region Organizing Project/AFT. Your annual salary as an Organizer __ is \$_____; and your start date to work on the _____ Organizing Project is _____, 200__.

Enclosed for your information and review is the following pre-employment paperwork:

1. Agreement between Northeast Region Organizing Project and Local 376, Office and Professional Employees International Union/AFL-CIO.
You will be contacted by the Regional Coordinator for a verbal orientation through which you will receive a list and contact information of your union stewards.
2. HealthMate with Scrip Subscriber Application
If you need medical coverage, please complete, sign, and return this application to the regional office. A booklet describing the benefits covered and available under this plan and the prescription drug plan is also enclosed.
3. Delta USA
If you need Dental coverage, please complete, sign, and return this form to the regional office. A booklet describing the dental benefits is enclosed.

NOTE: If you are interested in enrolling in the medical and/or the dental plan(s), return the forms promptly as insurance will become effective the first day of the month following your date of hire. Forms submitted 30 days after your date of hire will make your insurance effective a month later. If forms are not submitted to our carrier within 60 days of your date of hire it will make it necessary for you to wait to be insured until the open enrollment period which is April 1, 20__.

4. Flexible Spending Account – Section 125
This plan allows you to set aside a specific pretax dollar amount for unreimbursed medical, dental, and dependent care expenses. You will receive an email notifying you of the open enrollment period which is during the month of November of every year.
5. Employee Direct Deposit Authorization Agreement
To be eligible for direct deposit, simply complete, sign, and return this form to the regional office. Please be sure to include a “void” check.
6. AFT NE Region Organizing Project Expense/Report Form
This form is used when you submit expense receipts to the regional office for reimbursement as well as briefly describing your activities. These reports must be submitted on a weekly basis even if you are not claiming any expenses for that week. After your Project Director has signed it, please return it to the regional office.
7. American General Life Insurance Company Enrollment Card
Please complete, sign, and return this enrollment card to the regional office in order to be eligible for enrollment in group life insurance policy. Enrollment forms submitted to our carrier 30 days after your date of hire will be returned to us with an application form for you to complete to prove insurability so kindly return the enrollment card promptly.
8. John Hancock Enrollment Kit
After thirty (30) days of employment all full-time employees covered by the Agreement have an employee-contributable 401(k) pension plan. The employer will contribute a net amount of four percent (4%) of your salary each year through monthly direct-deposit contributions. Please complete the participation enrollment form in order to be eligible to enroll in the Project’s 401(k) pension plan. You must select the particular funds into which the employer’s contribution to your pension will be directed. If you would like to have an additional portion of your income directed into this tax-deferred fund, you must indicate that (as a percentage or fixed-dollar amount) on the form as well. Please feel free to contact Edward Dias if you have any questions or require any assistance. You will find his business card attached to the kit.
9. 2008 Form W-4
Please complete, sign, and return this form to the regional office.
10. Employment Eligibility Verification (Form I-9)
Please complete, sign, and return this form to the regional office.

Please be certain to attach copies of the appropriate document(s) listed on Page 3 of the form.

I hope you enjoy your work and find your assignment in _____ to be a good experience. If you would like to discuss any of the details outlined in the enclosed, please call me at the Northeast Regional Office.

Sincerely,

(Name)

Regional Coordinator

Enclosures: As stated

cc: (Regional Director)

(Nat Rep)

Appendix II

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) becomes effective July 1, 2009 between the Northeast Region Organizing Project and OPEIU #376.

1. This MOA is an exception to the language in Article I, Section 1 of the collective bargaining agreement in effect from July 1, 2009 through June 30, 2012, is limited in scope and application to the specified Article, and shall not be regarded as precedent.

2. The purpose of this MOA is to place Mark Linksey, a part-time employee, in the OPEIU bargaining unit. This addition to the OPEIU #376 bargaining unit is solely for Mark Linskey and does not set precedent for any further additions to the bargaining unit that are not covered in Article 1 Section 1 of the agreement.

3. Mark Linskey's duties include, but are not limited to, assisting and maintaining of databases, and assisting on organizing campaigns.

4. Mark Linskey is currently works four-fifths (4/5) of full-time per week.

5. The CBA provisions relating to salary of an Organizer and benefits for Mark Linskey will be calculated at a pro-rated based on his four-fifth work schedule.

6. This MOA will expire either when Mark Linskey's employment is terminated or when the current collective bargaining agreement expires, June 30, 2012, which ever event occurs first.

For Northeast Region Organizing Project: For OPEIU #376:

Dated: June ____, 2009