

This Agreement made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ by and between FREE GEEK, hereinafter referred to as “the Employer” or “Management” and the COMMUNICATIONS WORKERS OF AMERICA, hereinafter referred to as the “Union.”

## **Article One - Recognition, Responsibility and Respect**

We recognize that:

- a. Free Geek is a nonprofit corporation with employees and volunteers, including the Board of Directors;
- b. Free Geek is dependent upon the quality and dedication of its employees to achieve its mission;
- c. The Union is the exclusive representative of the bargaining unit, which is all full-time and regular part-time staff (known as temporary employees, probationary employees, regular employees and substitutes) ("**employees**") for collective bargaining in respect to the rates of pay, wages, hours of employment and benefits. Excluded from the unit are the staff collective, the Board of Directors, volunteers, managers, guards, supervisors and confidential employees as defined in the National Labor Relations Act; and
- d. It is in the best interest of Free Geek and the wider community that all dealings between Free Geek and the bargaining unit continue to be characterized by mutual responsibility and respect.

## **Article Two - Management Rights**

The management of Free Geek and the direction of the workforce are vested exclusively in the Employer except as modified by the terms of this Agreement. All matters not specifically or expressly covered or treated by the language of this Agreement shall be administered by the Employer as the Employer shall from time to time determine.

The Employer agrees to bargain the effects of the changes on the employees. The Employer and the Free Geek shop stewards shall meet on a minimum quarterly basis (or more often if needed) to discuss changes, problems and possibilities in the work place.

## **Article Three - Committees**

### **Section One. Work committees**

Employees are expected to participate in committees that are relevant to their job descriptions. Time spent participating in such committee meetings shall be paid.

### **Section Two. Advisory committees**

The parties agree that transparency and feedback is conducive to a well-run and mutually respectful working environment. The Employer may establish advisory committees composed of employees and Employer representatives and may include others (such as volunteers and board members) in the makeup of such committees. The purpose of these committees is to examine Free Geek's activities and propose courses of action toward the end of furthering Free Geek's mission.

### **Section Three. Extra committees**

Employees may request to attend one additional committee meeting outside of their immediate job description for the purposes of furthering communication between areas within the organization or because they aspire to work in another area. This request should be made to their Department Point Person. The employee's Department Point Person will communicate with any and all necessary parties to determine whether area cross-pollination could be mutually beneficial. These requests will not be unreasonably denied.

## **Article Four - Categories**

Non-management employees fall within the following categories:

### **Substitutes**

Substitutes are employees that fill work shifts on an as-needed basis and do not have seniority rights except as defined in Article Seven (Seniority). Substitutes do not appear on Free Geek's standard work schedule, but may be added to specific dates as needed.

### **Temporary Employees**

Temporary employees fill regular shifts on the standard work schedule for a limited range of time, typically three months or less.

### **Regular Employees**

Once non-temporary probationary employees successfully pass their probationary evaluation they are considered regular employees with just cause termination rights, subject to the union grievance process.

### **Nonprofit Apprentices (NPAs)**

Nonprofit apprentices are temporary employees who work in the Nonprofit Apprenticeship program which is designed to address Free Geek's mission of providing job training. NPAs work on a temporary basis for up to approximately one year.

### **Probationary Employees**

A probationary employee is a new employee hired for a regular-track, temporary or NPA position who has not yet successfully passed a six month evaluation. The probationary period can be extended by mutual agreement. Probationary employees are at-will.

### **Full Time and Part Time Employees**

Full Time employees are those in the above mentioned categories who are regularly scheduled to work 35 hours per week or more. Part Time employees are those in the above categories who are regularly scheduled to work less than 35 hours per week.

## **Article Five - Shifts and Vacancies**

### **Section One. Work week and shift length**

Free Geek's work week is from Monday through Sunday. Five consecutive days, Tuesday through Saturday, shall constitute a standard work week, but employees may occasionally be scheduled for projects or meetings outside of that standard work week. A shift is a minimum of 4 hours.

### **Section Two. Rest periods and meal times**

Employees are provided paid fifteen (15) minute rest breaks and a minimum of thirty minutes of unpaid meal time in accordance with wage and hour laws in the State of Oregon.

### **Section Three. Schedule posting**

The Employer maintains a schedule of work shifts which is made available to all employees. The Employer appoints one or more schedulers who maintain the work schedule, receive schedule change requests, and publish the schedule in a reasonable time frame.

Changes to the schedule are posted for the following week no later than the end of the day each Wednesday. All employees are expected to check the schedule for any changes in the upcoming week.

### **Section Four. Limited Duration schedule change notice**

When a limited duration change in the schedule is needed due to an unexpected change in the amount of work needing completion or an unexpected absence, the Employer notifies the affected employee electronically, by phone, or in person.

When such a short term schedule change results in an extra shift, the Employer attempts to fill the shift with a qualified available employee already employed as a regular-track, temporary, or probationary employee. Alternatively, the Employer may call a substitute from a list of qualified substitute employees without regard to seniority.

If there is ten (10) work days or more notice of the limited duration shift, the Employer attempts to fill the shift with a qualified available employee, by seniority, already employed as a regular, temporary, or probationary employee. In the event an extra shift becomes ongoing, the same method as in Section Five of this Article will be employed to determine how it is filled.

### **Section Five. Job vacancies**

When there is a regular-track job vacancy, the job will be announced to the bargaining unit. Hiring preference will be given to current qualified bargaining unit employees who are interested in the vacancy. If multiple employees are equally qualified for the job it will be offered to the most senior employee.

## **Article Six - Administrative Time**

Administrative Time Defined

Administrative time is time scheduled by Free Geek for employees to keep up with communication, correspondence, and documentation changes that affect their job.

Free Geek commits to providing the resources necessary for employees to perform their jobs. Free Geek schedules two and a half (2.5) hours of administrative time per work week **for full time employees**. Part time employees scheduled to regularly work more than twenty-four (24) hours per work week will be allotted one and a half (1.5) hours per work week. If Free Geek asks employees to cover a floor shift that conflicts with their scheduled administrative time, such employees may request having the missed administrative time rescheduled by their manager.

Employees may request additional scheduled administrative time in order to successfully fulfill their job description, subject to Employer review and approval. Requests should be made to their manager or Department Point Person.

## **Article Seven - Seniority**

Seniority is defined by length of service and based upon an employee's start date. If a substitute is still being called in after four (4) months they gain seniority rights retroactive to their date of hire. If an employee ceases working at Free Geek for a period of more than six months, that employee loses seniority. If they are re-hired within six months' of ceasing to work, their seniority is retained. A seniority list will be maintained by the Employer and a copy furnished upon request. **Seniority applies to Layoffs (Article Twenty-One) and Shifts and Vacancies (Article Five.)**

## **Article Eight - Training and Moves**

### **Section One. Job Training**

#### Scheduling Training

Training required by the Employer for employees generally shall be conducted during their regularly scheduled hours. Employees generally will be offered an opportunity to make up required trainings.

#### Training Costs

The Employer will pay for the cost of any training required by the Employer. The Employer will pay the employees the regular rate of pay during the required training.

#### Training Orientees

The Employer agrees to orient all new employees to elements like basic office procedures, an overview of the Employer and its departments, enrollment for benefits as well as job specific training. An incoming employee shall be given on-the-job training by the departing employee if possible.

#### Notice of Meetings

Employees generally will be given one (1) week/seven (7) days notice of mandatory meetings except in emergencies. Mandatory meetings shall be paid time.

#### Training required to perform work related duties

When knowledge of the working of a new system, program or procedure is required for the employee to perform job-related duties, employees will be trained after decisions to change or revise systems, etc. Supervisors will establish a training timeline and a monitoring schedule to insure employees receive the appropriate training and support. All employees are expected to complete training within the established timeline unless there are extenuating circumstances, as determined by the supervisor. No employee shall be disciplined for work performance related to a new system or program until after the employee has had the opportunity to complete the training related to the new system, program or procedure.

### **Section Two. Moves to a different work area**

Employees wishing to work in a new work area may request shifts and training in that area as well as request to participate in the committees that are relevant to the new work area. The Employer will determine if the new assignment is viable and will respond to such requests within two weeks. The Employer will explain the decision including the reasoning behind the decision, what the obstacles are (if any), and how the bargaining unit member might overcome the obstacles.

## **Article Nine - Holidays**

### **Eligibility**

Nonprofit Apprentice, Temporary and Regular-track employees will receive prorated holiday pay **based on their standard weekly hours as defined in Article Twenty-Five of this Agreement.**

### **Standard Holidays**

The following are paid holidays at Free Geek

- New Year's Day (January 1)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Thanksgiving (fourth Thursday in November, 3 days)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Day (January 1)

If the holiday falls on a Sunday or Monday, Free Geek is closed the Saturday directly before the holiday and the Saturday is treated as a regular (paid) holiday.

If the holiday falls on a Wednesday, Free Geek is also closed the Tuesday directly before the holiday and the Tuesday is treated as a regular (paid) holiday.

If the holiday falls on a Friday, Free Geek is also closed the Saturday following the holiday and the Saturday is treated as a regular (paid) holiday.

Free Geek is closed Thanksgiving day and the Friday and Saturday which directly follow.

## **May Day (International Workers Day)**

Free Geek provides a paid holiday on the first day of May, providing that day falls on a day that Free Geek would otherwise be open for business.

## **Additional Holidays**

Free Geek may elect to provide additional partial or full days as paid holidays during a year.

## **Article Ten - Paid Time Off (PTO)**

### **Eligibility**

Nonprofit Apprentice, Temporary and Regular-track employees will accrue prorated Paid Time Off based on length of service. This is a straight fraction of every hour paid, listed below.

<b>Length of Service</b>	<b>Percentage</b>	<b><i>PTO Based on</i></b>
at hire	2.88%	<i>1.5 week per year</i>
after 1 year	3.85%	<i>2 weeks per year</i>
after 2 years	4.81%	<i>2.5 weeks per year</i>
after 3 years	5.77%	<i>3 weeks per year</i>
after 4 years	6.73%	<i>3.5 weeks per year</i>
after 5 years	7.69%	<i>4 weeks per year</i>

PTO increases go into effect at the first day of the pay period immediately following the employee's anniversary date.

### **Requesting Paid Time Off**

Employees must request scheduled paid time off with at least ten (10) working days advance notice. The Employer may accept a shorter notification period on a case-by-case basis for emergency situations.

### **Unpaid Time Off**

Regular-track Employees may request up to a month of unpaid time off per year which the Employer will consider on a case-by-case basis.

## **Article Eleven - Wages**

These are the base wage rates for Employees:

<b>Length of Service</b>	<b>Base Wage</b>
at hire	\$11.55

after 1 year	\$11.90
after 2 years	\$12.25
after 3 years	\$12.60
after 4 years	\$12.95
after 5 years	\$13.30
after 6 years	\$13.65
after 7 years	\$14.00

Wage increases go into effect at the first day of the pay period immediately following the employee's anniversary date.

Nothing in this Agreement shall preclude the Employer from giving wage increases to individual employees after notice to the Union.

### Wage Re-opener

~~The Employer and the Union agree to negotiate a wage reopener two weeks prior to the one-year anniversary of the signing of this Agreement.~~

**At the request of either party made no more than five and no less than two weeks prior to the one year anniversary of the effective date of this Agreement, the Employer and the Union will schedule negotiations for the purpose of possible amendments to Article Eleven of this Agreement.**

## Article Twelve - Benefits

### Section One - Health and Dental Care

The basic health and dental care plans **are** available for employee-only to all Nonprofit Apprentices and Regular-track employees expected to work twenty-four (24) hours or more per week. This benefit will begin on the first day of the calendar month after the employees first day of work.

The employee contributes a percentage of the employee-only cost depending on ~~the standard amount of hours they are scheduled to work in a normal work week~~ **the employee's standard weekly hours as defined in Article Twenty-Five of this Agreement**. Free Geek contributes the remaining employee-only amount to make up the total cost of the basic plan.

If an employee opts for a higher cost plan, the figures for the basic plan are used to calculate the amount Free Geek will match, and the remaining amount will be paid by the employee. Free Geek offers dependent coverage, 100% of which is paid for by the employee.

Free Geek may choose to extend these benefits to other employees at the discretion of the Employer.

Hours bracket	Employee Only Coverage Contribution	Monthly cost to employee (currently)*
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Above 38 hours per work week	1.35%	\$5.32
36 to 37.99 hours	2.70%	\$10.63
34 to 35.99	4.05%	\$15.95
32 to 33.99	5.40%	\$21.26
30 to 31.99	6.75%	\$26.58
28 to 29.99	8.10%	\$31.89
26 to 27.99	9.45%	\$37.21
24 to 25.99	10.80%	\$42.53

*\* Note: the actual cost changes in December of each year as our contract with our provider is renewed. However, the employee contribution percentage will remain the same.*

## **Section Two - Oregon Family Leave Act (OFLA)**

The Employer agrees that the Oregon Family Leave Act applies to Bargaining Unit members, **and includes their** domestic partners regardless of gender or official status.

## **Section Three - Retirement Benefits**

Free Geek's retirement plan for Regular employees expected to work twenty-four (24) hours or more per week is determined by the Investment Committee. Up to two bargaining unit representatives are invited to participate in the Investment Committee in an advisory capacity.

## **Article Thirteen - Discipline and Discharge**

The discipline, suspension or discharge of a non-probationary bargaining unit employee covered by the terms of this Agreement shall be for cause. A claim that the discipline, suspension or discharge of a non-probationary employee was without cause shall be subject to the grievance and arbitration procedures of this Agreement.

## **Article Fourteen - Union Security**

~~Employees in the bargaining unit may choose to become union members and pay union dues or may decline to join the Union. In either case such employees are members of the bargaining unit.~~

It shall be a condition of employment that all employees of Free Geek covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain members in good standing. ~~and those who are not members on the effective date of this Agreement, not later than the 30th day following the effective date of this Agreement, become and remain members in good standing in the Union. The exception shall be those employees, who were employed at the time of the Union Election vote on November 12, 2010, shall have the right to decline to join the Union and to decline paying dues if such membership is declined.~~ It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, not later than the 30th day following the beginning of such employment, become and remain members in good standing in the Union.

In the event the Union does not accept into membership any employee tendering the regular monthly Union fees the foregoing paragraph shall not be applicable, provided, however, that the Union may at any time thereafter decide to take such employee into membership, in which case said employee shall be required to tender the full regular monthly fees in effect in the Union eight (8) days following notification by the Union and shall thereafter be required to maintain his membership in accordance with the provision of the foregoing paragraph. In the even that such employee fails to comply with this paragraph, the Union shall notify the employer and the employer shall discharge said employee within forty-eight (48) hours.

## **Article Fifteen - Payment of Union Dues**

Free Geek agrees upon receipt of an acceptable union dues deduction authorization card signed voluntarily by an employee to deduct the amount of union dues (excluding initiation fees, fines and special assessments) certified to Free Geek by the Union. Deductions shall continue until written cancellation is provided to the Employer.

Free Geek will make deductions in such manner as is most convenient to the established payroll system and pay to the Union the amount of these deductions once per month.

Free Geek will supply the Union with an updated list of the employees in the bargained-for unit on a monthly basis. The list will include the employee's name, home address, social security number, and the term of employment.

The Employer shall notify the Union of an employee that terminates employment with the Employer ~~upon tendering of the monthly dues.~~

An employee authorization shall be automatically canceled upon termination of employment. An employee's authorization shall be suspended upon a leave of absence in excess of thirty (30) calendar days. The employee's authorization shall be reinstated after a return from a leave of absence.

Any change in the amount of monthly Union dues will be certified to the Employer by the Secretary-Treasurer of the Communications Workers of America. A certification which changes the dues shall become effective the first day of the pay period following the date the Employer receives such notification.



bargaining unit is present.

#### Identification of Stewards

The Union shall notify the Employer of the names of stewards and officers of the local.

## **Article Seventeen - Right of Employee to Union Representation**

Bargaining unit employees subject to discipline have the right to union representation in accordance with Weingarten Rights, including representation at investigatory and disciplinary meetings.

## **Article Eighteen - Grievance Procedure and Arbitration**

#### Grievance Defined

A grievance is defined as a complaint, dispute, controversy, or difference between Bargaining Unit member(s) and the Employer, which arises during the term of the Agreement and involves an alleged violation of the terms and conditions of this Agreement.

The Employer and the Union endorse the general proposition that, whenever possible, grievances, complaints and other disputes shall be resolved at the lowest possible level, and specifically between the employee and the manager. Both parties will extend efforts to establish a working relationship between the employees and managers. If any grievances arise, including but not limited to a grievance concerning a discharge or a substantially excessive continuous workload, or a dispute regarding the interpretation of language, it shall be submitted under the following grievance procedure. Time limits set forth in the following steps may only be extended by mutual consent of the parties hereto.

#### Step 1 - Manager

The employee or group of employees and the Union Steward if requested by the employee(s), shall present the grievance in writing to the manager (which, depending on circumstances, may be the Department Point Person) no later than thirty (30) calendar days after the event giving rise to the grievance. The manager shall respond in writing to the grievance within ten (10) working days of receipt of the grievance.

#### Step 2 - Department Point Person

If the matter is not resolved at Step 1 to the employee's satisfaction, the grievance may be referred in writing to **the Employee's** Department Point Person or designee who has not previously met on the specific grievance within ten (10) working days of the Step 1 response. Within ten (10) working days of receipt of the Step 2 grievance, a meeting shall occur between the Department Point Person or designee, the employee and the Union Steward and/or Union Organizer. Within ten (10) working days of that meeting, the Department Point Person or designee will provide a written response.

#### Step 3 - Grievance Designee(s)

If the matter is not resolved at Step 2 to the employee's satisfaction, the grievance may be referred in writing to the Grievance Designee(s) (which will be selected by the Board of Directors

and who has not previously met on the specific grievance) within ten (10) working days of the Step 2 response. Within ten (10) working days of receipt of the Step 3 grievance, a meeting shall occur between the Grievance Designee(s), the employee and the Union Steward and/or Union Organizer. Within ten (10) working days of that meeting, the Grievance Designee(s) will provide a written response.

#### Step 4 - Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may notify the other party, in writing, of their intent to submit the issue for arbitration within twenty one (21) calendar days following the receipt of the response from the Grievance Designee(s). If the Employer and the Union fail to agree on an arbitrator within fourteen (14) days, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

#### Suspension, Demotion and Discharge

Suspension, demotion or discharge grievances will be submitted initially at Step Two (2) and then proceed through the grievance/arbitration procedure.

## **Article Nineteen - Federal, State and Local Laws**

In the event any Federal, State or local law conflicts with the provisions of this Agreement, the provision or provisions so affected shall no longer be operative or binding upon the parties, but the remaining portion of the Agreement shall continue in full force and effect.

## **Article Twenty - Non-discrimination**

### **Section One.**

Neither the Management nor the Union shall discriminate against any employee because of such employee's race, religion, sex, sexual orientation, gender identity, age, national origin or other status protected by applicable non-discrimination laws.

### **Section Two.**

The Management shall not interfere with, restrain, coerce, intimidate, or otherwise discriminate against any employee because of membership or lawful activity in forwarding the interests or purposes of the Union.

## Article Twenty-One - Layoffs

### Layoff Defined

A layoff is defined as a separation of an employee from service due to downsizing or reorganization.

### Layoff Notification

The Employer shall notify the Union and all employees at least thirty (30) days in advance, in writing, of potential or pending layoff of employees and the reasons for such actions. The Union shall have one week from receipt of notification to request a meeting to discuss the reasons for the layoff and engage in joint problem solving.

### Layoff Process

In the event of a reduction in Free Geek staff, the Employer has sole discretion to determine which work areas will be affected. An employee shall be laid off in order of reverse seniority in affected work areas. The Union and the Employer shall meet to discuss the effects of the layoffs.

### Return From Layoff List

Prior to the effective date of a layoff, the employee(s) may choose to be placed on a return from layoff list. An employee on the list shall provide the Employer with a resume which may be updated while in layoff status if additional skills are attained through training, education, or work experience. It is also the responsibility of the employee on the list to provide the Employer with any changes in contact information.

### Recall

Employees on the return from layoff list will be recalled by seniority for vacant positions for which they are qualified, until the available appropriate vacancies have been filled. Employees may be removed from the list if they decline two (2) recall offers or they cannot be contacted due to out of date contact information. Laid off employees will be provided, in writing, with the method for updating contact information before their lay-off date. The employer will not be required to maintain an employee on the return from layoff list for longer than twelve (12) months from the date of layoff.

## Article Twenty-Two - Amendments

All matters within the scope of bargaining have been negotiated and agreed upon. The terms and conditions set forth in this Agreement represent the sole and complete understanding and commitment between the Employer and the Employees **for the duration of this Agreement. Both parties may agree to open negotiations on an Article before the expiration of this Agreement.**

## Article Twenty-Three - Workplace Safety Advisory Committee

Free Geek will institute a workplace safety advisory committee to work with all staff and volunteers at Free Geek to address safety issues. The committee may make recommendations for policies and procedures regarding issues such as, but not limited to, gloves and other safety equipment, appropriate

volunteer to staff ratios, building safety, first aid, lifting and stacking, etc. The bargaining unit may select two representatives to this committee. The Employer will appoint one or two representatives to the committee, empowered to authorize actions recommended by the committee within boundaries set by law and current Free Geek policies.

## Article Twenty-Four -- Performance Reviews

### Job Description

Free Geek strives to provide each regular-track employee with an accurate and current job description. It is the Employer's intention to work with employees when developing their job descriptions and to base any performance reviews on those job descriptions.

### Evaluation

When performance evaluations occur, they shall be based entirely on the job description and Free Geek policies\*. Evaluations shall occur before the end of the trial period and annually thereafter. No evaluation shall be entered into an employee's file until the employee has had an opportunity to read, comment on and sign it.

### Evaluation Process

The supervisor shall discuss the performance evaluation with the employee. The employee shall have the opportunity to provide written comment within thirty (30) days. Such written comments shall not be used as a basis for disciplinary action, layoff, or any other reprisal

~~\* For example, there are worker expectations policies that are not normally directly included in a job description. If such policies change, effects will be bargained with the Union as specified in Article Two~~

## Article Twenty-Five - Calculation of Hours

### ENTIRE ARTICLE IS NEW!

#### Standard weekly hours

The standard weekly hours number is a number that reflects how many hours an employee is typically scheduled to work, including Administrative Time, in a calendar week. Standard weekly hours apply to Nonprofit Apprentice, Temporary and Regular-track employees. This number affects the holiday and health and dental care benefits.

In no case will the standard weekly hours number for an employee be greater than forty (40) hours per week.

The Employer will conduct a monthly review of standard weekly hours.

If, upon mutual agreement between the employee and the Department Point Person, the employee's scheduled work hours change, the Employer will adjust the standard weekly hours prospectively to reflect that change.

## **Article Twenty-Six - Duration**

This Agreement shall become effective on \_\_\_\_\_, and shall remain in full force and effective for an initial period of twenty-four (24) months, and shall be considered self-renewing for yearly periods thereafter, unless notice in writing is given by either party at least sixty (60) days prior to the expiration date that the party giving notice desires to change, modify or cancel (it being understood and agreed that a notice of change or modification shall not be construed as a notice of cancellations.)

It is further agreed and understood that in the event of any such change or modification of this Agreement such change or modification shall be reduced to writing and signed by the parties.

In the event notice in writing to change or modify this Agreement has been given by either party, and the parties are not able to reach agreement, then either party may cancel the Agreement within ten (10) days by submitting a written notice.

## **Memo of Understanding 1**

In the past, Michael Westwind has received the equivalent of an additional benefit each month. The parties agree that we will "grandfather" this past practice in, and Michael Westwind will receive a hourly wage increase amounting to the equivalent of \$92.31 per two week pay period. This is not precedent-setting for any other bargaining unit member going forward.

## **Memo of Understanding 2**

In the spirit of maintaining good will and in the interest of retaining and rewarding employees, Free Geek will allocate \$4,000 toward a one-time Signing and Retention Bonus. This money will be distributed to bargaining unit members who are employed at the effective date of the Collective Bargaining Agreement. The money will be distributed in proportion to hours worked by each eligible employee between the dates of November 30, 2010 and the effective date of this Agreement. This is a one-time bonus paid and is not precedent-setting.