

Merger Agreement
between
Office and Professional Employees International Union,
Local 9, AFL-CIO
and
Office and Professional Employees International Union,
Local 35, AFL-CIO

This Merger Agreement dated 12-1, 2018 is entered into on behalf of Office and Professional Employees International Union, Local 9, AFL-CIO and Office and Professional Employees International Union, Local 35, AFL-CIO.

WHEREAS, Local 9 is a labor organization affiliated with OPEIU, representing employees throughout the United States, including Wisconsin, Illinois, Iowa, Indiana and Ohio with its office located in Milwaukee, Wisconsin; and

WHEREAS, Local 35 is a labor organization affiliated with OPEIU, representing employees in the metropolitan area of Milwaukee, Wisconsin and surrounding counties with its office located in Butler, Wisconsin; and

WHEREAS, it is the policy of OPEIU, when appropriate, to promote solidarity and efficiency by the merger of sister locals; and

WHEREAS, Local 9 and Local 35 seek to provide their respective memberships with greater strength, solidarity and efficiency; financial stability; enhanced representation; the ability to negotiate strong union standard wages, hours and working conditions and implement contract campaigns, when necessary; better communication by combining websites, social media and other communication tools; greater shop steward and member training and education; an opportunity to increase both internal and new organizing to grow our union; greater power for political action; and greater visibility and influence in the community.

WHEREAS, to successfully meet those goals, Local 9 and Local 35 recognize and understand the importance of combining memberships and resources; and

WHEREAS, as approved by the Local 9 Executive Board, the officers of Local 9 express their desire to enhance the security and benefits provided to its members by merging with Local 35; and

WHEREAS, as approved by the Local 35 Executive Board, the officers of Local 35 express their desire to enhance the security and benefits provided to its members by merging with Local 9; and

NOW THEREFORE, Local 9 and Local 35 hereby agree and resolve that Local 35 shall merge into Local 9 on the following terms and conditions:

Article 1. Local 35 shall become permanently integrated into Local 9, a chartered local of Office and Professional Employees International Union, AFL-CIO.

Article 2. This merger between Local 9 and Local 35 shall become effective upon execution by the authorized appropriate officers of the respective Locals; ratification by the Executive Boards of Local 9 and Local 35; ratification of this Agreement, subject to the terms and conditions herein, by a majority of members of Local 9 and Local 35; and approval by the OPEIU Executive Board.

Article 3. Upon the execution and ratification of the merger, all members of Local 35 in good standing at the time of the merger will become members in good standing of Local 9 and will have full rights of membership in OPEIU and Local 9 and will be covered by the Constitution and By-laws of Local 9. Members of Local 35 on layoff, disability, workers compensation leaves or other leave (including a member who at the time of the merger has been discharged but is subsequently reinstated to employment through the grievance and arbitration procedure) at the time of the merger will become members in good standing of Local 9 upon return to work in a bargaining unit represented by Local 9 and the resumption of payment of union dues.

Article 4. In order to provide continuity of representation and to assist in expediting the transition immediately following the merger, the shop stewards of Local 35 will continue to function as stewards and to process grievances and enforce the collective bargaining agreements for the former members of Local 35. A list of all outstanding grievances and pending arbitrations shall be forwarded to Local 9 prior to the implementation of the merger.

Article 5. The Officers of Local 35 agree to assist in facilitating the transition of dues check-off from Local 35 to Local 9. If after the official date of the merger an employee (or an employer through dues checkoff) remits dues to Local 35, Local 35 will forward said dues to Local 9.

Article 6. Following the merger, all property and assets of Local 35 will become those of Local 9. Local 35 will cease to exist as a labor organization but will be merged with Local 9, which will continue to maintain its offices in Milwaukee, Wisconsin.

Article 7. The Officers of Local 35 and 9 personally warrant that there are no outstanding lawsuits, claims, charges, complaints or assessments against Local 35 and 9 that have not been disclosed to Local 9 and 35 in writing prior to the execution of this agreement, nor any circumstances, unasserted claims or assessments that might lead to a claim against Local 9 and 35 following the merger. The Officers of Local 35 and 9 represent that there are no contracts for services that exist at this time that have not been disclosed to Local 9 and 35. Such contracts for services include, but are not limited to, office space contracts, phone IT or office equipment contracts, insurance contracts and professional service contracts such as legal or accounting.

Article 8. The current elected officers of Local 9, including the President, Vice President, Secretary-Treasurer, Recording Secretary, Trustees and Executive Board members, will continue to serve in their capacity as officers of the newly merged Local 9 for

the remaining current term of office. Upon the execution of this Agreement, all current officers of Local 35 will become interim Executive Board members for the remaining current term of office in accordance with the Local 9 Constitution and Bylaws.

The Local 35 officers who fill the new interim Local 9 Executive Board positions will be provided the same stipends, expense reimbursements and lost time for wages for attendance at Executive Board and membership meetings and other required meetings of Local 9 and shall be entitled to attend OPEIU Educational Conferences and OPEIU Conventions, if nominated and elected in accordance with the Local 9 Constitution and Bylaws.

The next regularly scheduled nomination of all officers of Local 9 will be in April 2019 in accordance with the Local 9 Constitution and By-laws.

Article 9. Local 9 will be responsible for any outstanding liabilities of Local 35 and Local 9 shall assume all rights and duties of Local 35 including but not limited to all collective bargaining and representation rights.

Article 10. All of the foregoing shall not become effective until the date of occurrence of each of the following:

- a) the execution of this written Agreement by the authorized representatives of OPEIU Local 9 in accordance with the Local 9 Constitution and By-laws;
- b) the execution of this written Agreement by the authorized representatives of OPEIU Local 35 in accordance with the Local 35 Constitution and By-laws;
- c) ratification of this Agreement by a majority of the Executive Board of Local 9;
- d) ratification of this Agreement by a majority of the Executive Board of Local 35;
- e) ratification of this Agreement by a majority of the membership of Local 9 at a duly noticed membership meeting of Local 9;
- f) ratification of this Agreement by a majority of the membership of Local 35 at a duly noticed membership meeting of Local 35;
- g) approval of this Agreement by the OPEIU Executive Board.

Article 11. Upon execution of this Merger Agreement, members of the former Local 35 shall pay to Local 9 the Local 35 rate of dues in effect at the time of the merger, which is \$35.70 per month and \$22.00 per month for part-time members. The Local 9 initiation fees are currently fifty dollars (\$50.00). Bargaining unit members of the former Local 35 shall not be required to pay initiation fees in accordance with the practice of Local 35 at the time of the merger.

Local 9 may increase dues from time to time in accordance with the OPEIU Constitution and Bylaws or the Local 9 Bylaws.

In July 2019, the Local 9 Executive Board, in accordance with its Constitution and Bylaws, shall convene a Constitution Committee and/or a Finance Committee to review the dues structure and to explore ways to transition the former Local 35 dues structure with the current Local 9 dues structure. The appointed Committee will also review any changes to the OPEIU Constitution that may have an impact on the dues and initiation fee structure from the 2019 OPEIU Convention. The Constitution Committee and/or a Finance Committee shall convene in accordance with the Local 9 Bylaws and shall consist of an equal number of Local 9 members and former Local 35 members.

The current membership, including members on layoff, disability, workers compensation or other leave (including a member who at the time of the merger has been discharged but is subsequently reinstated to employment through the grievance and arbitration procedure) who are returned to a bargaining unit after the merger of Local 35 will not be required to pay an initiation fee to Local 9.

Article 12. All employers having a collective bargaining agreement with Local 35 will be contacted and notified that Local 9 is the successor union as the result of a merger and that employees previously represented by Local 35 will now be represented by Local 9. The collective bargaining agreements will remain the same except that the employer will recognize Local 9 as the representative for that employer's bargaining unit employees.

Article 13. OPEIU Local 9 and Local 35 agree they shall take reasonable steps to resolve and/or settle all disputes, which may arise regarding the application or interpretation of the terms and conditions of this Agreement. If, after taking such reasonable steps to resolve and/or settle a dispute regarding the application and/or interpretation of this Agreement, the parties are unable to agree, either party may submit such dispute in writing to the American Arbitration Association under its labor rules. The decision of the Arbitrator shall be final and binding upon the parties hereto. The expenses of the arbitration shall be borne equally by the parties hereto.

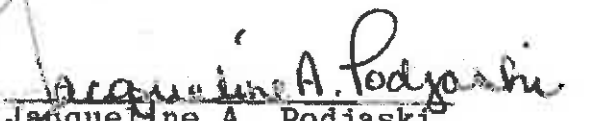
Article 14. In the event that any provision to this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, it is the express intentions of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.


Office and Professional Employees
International Union, Local 9,
AFL-CIO

Office and Professional Employees
International Union, Local 35,
AFL-CIO


Candy Johnson, President


Alesha Monk, President


Jacqueline A. Podjaski
Secretary-Treasurer


4 Henrietta Long, Secretary-Treas