

COLLECTIVE BARGAINING AGREEMENT

by and between

**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL/CIO**

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS LOCAL UNION 68**



September 1, 2017 to and including August 31, 2020

AGREEMENT

This Agreement, entered into between International Brotherhood of Electrical Workers Local #68 hereinafter referred to as the “Employer” and Office and Professional Employees International Union, Local #30, AFL-CIO, hereinafter referred to as the “Union”.

ARTICLE 1 – RECOGNITION

- 1.1** The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in office, clerical, or technical capacities, provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work they perform is not a sufficient amount to require the services of a full-time employee as further provided in this Agreement.
- 1.2** The Union recognizes that each Employer has conditions which will affect only his operation; and, this clause is not intended to broaden present and existing work assignments or jurisdictional lines, or to create the necessity of hiring additional employees.

ARTICLE 2 – UNION SECURITY

- 2.1** Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth (30th) and the thirty-fifth (35th) day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. “Good standing” for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic union dues.
- 2.2** The Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this collective bargaining Agreement, the Employer shall notify the Union as to the number and qualifications of employees desired and the Union shall refer applicants within forty-eight (48) hours of such notice.
- 2.3** Should the Union be unable to furnish employees acceptable to the Employer within forty-eight (48) hours, the Employer has the right to obtain employees from any source available.
- 2.4** Upon hiring an employee, the Employer agrees to notify the Union within forty-eight (48) hours as to the name and social security number of the employee so hired.

- 2.5 The Chief Shop Steward and Stewards will be notified when a new bargaining unit employee is hired. The Chief shop steward and the area steward where the new employee will be employed may meet with the new employee within 15 days of his or her becoming employed. At that time, the stewards may for at least thirty minutes during paid time make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature.
- 2.6 Employees may have a union representative present at meetings concerning disciplinary action, discharge, or layoffs provided a union steward or representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer's right to take just and necessary action in the above-noted instances. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Eight (8) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, Monday through Friday inclusive, shall constitute a week's work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week. The overtime provisions of this contract will be adjusted to meet the forty hour work week.
- 3.2 When mutually agreed to between the Union and the Employer, the Employer may schedule a four (4) day work-week, adjusting hours of work and/or pay to meet the forty (40) hour guarantee, and further shall meet with the Union to negotiate other changes as may be required to meet the needs of the Employer if a four (4) day work week is scheduled.
- 3.3 The Employer agrees not to change the hour at which the working day is scheduled unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer and employee. The daily work schedule may be changed, if needed, with mutual consent.
- 3.4 The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate midpoint within the period or at a time mutually convenient to the Employer and the employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.
- 3.5 Employees shall have the right to leave their offices for the fifteen (15) minute break.

ARTICLE 4 – OVERTIME

- 4.1** All work performed over eight (8) hours in any one day shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Saturday shall be considered overtime and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Sunday shall be considered overtime and paid for at the rate of double (2) the employee's base hourly rate of pay.
- 4.2** An employee called to work, or called back to work, shall receive a minimum of four (4) hours work or pay therefore, at the rate of time and one-half (1 ½) the employee's base hourly rate of pay.
- 4.3** In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

ARTICLE 5 – HOLIDAYS

- 5.1** Employees shall observe eight (8) holidays with no reduction in wages. The holidays taken per year, mutually agreed upon between the Employer and the employees are as follows: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day (with the exception of the years that Christmas Eve falls on a Saturday or Sunday this Holiday will not be recognized), and Christmas Day.
- 5.2** Should any of the listed holidays fall on Sunday, the day observed by the Nation shall be considered the holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday, unless otherwise mutually agreed.
- 5.3** Any employee, who is required to work on any of the aforementioned holidays, will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an un-worked holiday.
- 5.4** Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday.

ARTICLE 6 –PAID TIME OFF (PTO)

- 6.1** Each employee shall accrue PTO each year to be used at the employees' discretion for illness, vacation or personal business. PTO cannot be used until the employee has completed one (1) year of service. PTO will be based on the anniversary date of hire. An employee who has completed one (1) through five (5) consecutive years of service with the Employer shall be entitled to twenty (20) days of PTO per year with pay. On the employees 6th year anniversary of service

with the Employer and thereafter the employee shall be entitled to twenty- five (25) days of PTO per year with pay.

- 6.2 In the event an employee is terminated before the employee has completed one (1) year of service the employee shall receive one (1) day vacation pay at the rate of one (1) day's pay per month for each month of service over three (3) months. Upon leaving the service of the Employer any time after one (1) year of service, an employee shall receive accrued, but unused vacation pay as bonus pay, provided one (1) week's notice of resignation has been given the Employer.
- 6.3 Prior approval from the employer shall be required for planned PTO of one (1) week or more. Such approvals will be based on the operational needs of the Employer but shall not be unreasonably denied.
- 6.4 Should a holiday fall during an employee's PTO, the employee shall have the option of another day off at the end of the vacation period, or holiday pay in addition to vacation pay.
- 6.5 PTO cannot be accrued from year to year. PTO must be taken. The Employer will not deny time off to any employee for the purpose of vacation. If employee is asked not to take vacation reimbursement will be made. The employer agrees to pay out accrued but unused PTO time yearly on the employees' anniversary date.

ARTICLE 7 – JURY DUTY

- 7.1 In the event that it is necessary for the employee to serve on jury duty, the employee shall incur no loss of pay, in accordance with the following:
 - a) Pay for such jury duty shall be limited to thirty (30) calendar days or twenty (20) working days.
 - b) Jury pay shall not be granted for employee's regularly scheduled days off.

ARTICLE 8 – BEREAVEMENT BENEFITS

- 8.1 An employee shall be excused from work without loss of pay for a maximum of three (3) working days in the event of the death of a member of his/her immediate family. Immediate family is defined as: mother, father, spouse, child (including legally adopted children or foster children), brother, sister, grandparents and grandchildren of the employee, and the parents of the employee's current spouse.

ARTICLE 9 – LEAVE OF ABSENCE

- 9.1 After one (1) year of service, a leave of absence without pay, not to exceed a period of three (3) months, for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. When such leave of absence is granted to an employee by the Employer, it shall not impair the employee's

seniority as set out in Article 16. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays a leave of absence will lose rights to re-employment, unless otherwise agreed to by the Employer.

ARTICLE 10 – NO REDUCTION

- 10.1** No clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement, and further, no work condition shall be lowered as a result of the signing of this Agreement.

ARTICLE 11 – NEW EMPLOYEES

- 11.1** Whenever new positions are created within the bargaining unit, the Employer will advise all employees in the bargaining unit, and the employees will have the right to submit written job bids for the new position in accordance with Article 16, “Rights of Management”.
- 11.2** New employees shall be regarded as probationary employees for the first thirty (30) calendar days of their employment, and there shall be no responsibility on the part of the Employer to retain these employees during the thirty (30) day period.
- 11.3** An extension of an additional thirty (30) days of this probationary period may be requested in writing by the Employer for an individual employee, at least five (5) days before the end of the normal probationary period. Such extension to be granted only upon mutual Agreement between the Union and the Employer.

ARTICLE 12 – UNEMPLOYMENT AND WORKER’S COMPENSATION

- 12.1** The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Worker’s Compensation Acts for each employee.

ARTICLE 13 – LAYOFF NOTICE

- 13.1** The Employer agrees not to layoff an employee without two (2) week’s notice or one (1) week’s pay in lieu thereof, unless dismissal is for just cause. The employees shall give two (2) week’s notice to the Employer in case of intended resignation, unless emergency circumstances prevail. The provisions of this Article shall not apply to extra workers.
- 13.2** Employees with a layoff period in excess of (6) months are no longer eligible for re-call; those employees must re-apply for any open positions and begin their employment with a new hire date.

ARTICLE 14 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 14.1** Employees may be permanently employed on a regularly scheduled work week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Friday, but may provide for as few as one (1) day scheduled per week or for as many as the regular five (5) days of employment. These employees shall be paid at the straight-time hourly rate for all hours worked within eight (8) in the regular work days and within forty (40) in the regular work week, provided that the overtime provisions of Article 4, “Overtime”, shall be applicable for any other work performed by these employees. All of the other provisions of this Agreement shall apply to these employees, pro-rated on the basis of the hours of employment, except as provided for in Article 17, “Health and Welfare”.
- 14.2** The Employer shall not be permitted to employ more than one (1) part-time employee on a permanent basis unless the Employer employs at least one (1) full-time employee, provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure set forth in Article 22, “Grievance and Arbitration”.
- 14.3** The Employer may not employ more than two (2) part-time employees in any one (1) office, except by mutual Agreement of the parties’ signatory hereto.
- 14.4** **EXTRA WORKERS** – Extra workers shall be paid at an hourly rate of pay equivalent to the classification of the job performed as indicated in the tabulation of pay in Article 18, “Classification and Wages”. Extra workers shall not be hired for more than sixty (60) calendar days. In the event the Employer finds it necessary to employ extra workers for less than thirty (30) days, the Employer will notify the Union of the employee’s name and social security number. Extra workers shall be subject to the provision of Article 2, “Union Security”, after thirty-one (31) calendar days.

ARTICLE 15 – SAVINGS CLAUSE

- 15.1** In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

ARTICLE 16 – RIGHTS OF MANAGEMENT

- 16.1** The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge any employee who is, negligent, incompetent, insubordinate, intoxicated, drinking

alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure set forth in Article 22, "Grievance and Arbitration".in accordance with the provisions of this Agreement. The employee's seniority, plus the ability to satisfactorily perform the work and any other mitigating factors, shall be key considerations in all reduction of force, recall after layoff, all promotions, demotions, and preference of vacation periods.

ARTICLE 17 – HEALTH AND WELFARE

- 17.1** Effective for coverage beginning June 1, 2010, the Employer shall pay premiums into the Eighth District Electrical Benefit Fund under the non-bargaining provisions of the plan. The Employer agrees to pay the monthly premium for all full-time employees.
- 17.2** Coverage for new employees shall be the first day of the second month following thirty (30) days of full-time employment.
- 17.3** The Employer shall continue contributions for the first ten (10) days for any employee on sick leave.
- 17.4** Employees must work thirty (32) hours or more per week to be eligible for health and welfare coverage.

ARTICLE 18 – CLASSIFICATION AND WAGES

- 18.1** Employees shall be paid the following minimum scale of wages: 4% wage increase effective Sept 1, 2017, 3% wage increase effective Sept 1, 2018 and 3% wage increase effective Sept 1, 2019.

Effective	<u>09/01/17</u>	<u>09/01/18</u>	<u>09/01/19</u>
Administrative Assistant I	\$22.94	\$23.63	\$24.34
Administrative Assistant II	\$23.39	\$24.09	\$24.81
Administrative Assistant III	\$23.85	\$24.56	\$25.30
Office Administrator/ Bookkeeper	\$24.27	\$25.00	\$25.75

On March 1 of every year, the Employer will conduct a work performance review of any employee who has not reached the classification level of Secretary IV to evaluate the possible elevation to the next classification.

- 18.2** Premium pay of six percent (6%) per week over the above rates shall be paid by the Employer when the Employer places an employee in charge of the office. The

premium pay shall be paid only during the time that the employee is specifically placed in charge.

The employees agree that they will create a Bookkeeping Procedure Manual; to be completed within a reasonable amount of time. They also agree that they will work at cross-training in all positions so that in the event an employee is absent from work there will be adequate coverage.

ARTICLE 19 – PENSION

19.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, the following contribution on behalf of each employee per hour paid for:

Effective **5/1/08**

\$2.15

19.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.

19.3 If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of forty-five (45) working days, the Employer will not be required to pay into the fund after the first forty-five (45) working days, until the employee returns to work.

19.4 Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.

19.5 In addition, the Employer agrees to deduct from gross salary and remit to the Office and Professional Employees International Union Local #30 401(k) Retirement Plan any amount as may be properly authorized by the employee.

19.6 Effective with the January, 2010 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan. The Employer also agrees to contribute on behalf of each employee the surcharge amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension

Fund. Should the Contribution Schedule change in any subsequent years, the Employer will adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 19.1.

ARTICLE 20 – MATERNITY LEAVE

- 20.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the grievance and arbitration procedure set forth in Article 22, “Grievance and Arbitration”.

ARTICLE 21 – TECHNOLOGICAL CHANGES

- 21.1** In the event of technological changes, such as but not limited to the introduction of data processing equipment, computers, or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 21.2** In the event the Union and the Employer cannot reach Agreement on the rates of pay for new classifications established in accordance with this Article, then either party shall have the right to submit the dispute to the arbitration procedure set forth in Article 22, “Grievance and Arbitration”.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

- 22.1** All grievances shall be handled in the following manner:

STEP ONE: (oral) A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: (written) If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration procedure, the Employer will state the reasons for such rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

STEP THREE: (hearing) If the grievance is not settled at Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

STEP FOUR: (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, the Union may request arbitration within fifteen (15) working days immediately following the decision of the Grievance Board, by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

- 22.2 The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne by the losing party. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3 The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4 If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual Agreement.

ARTICLE 23 – SKILL UPGRADE

- 23.1 Employees are encouraged to take skill upgrade training after work hours. With mutual Agreement between the employee and the Employer on the course selection, the Employer will reimburse 100% of the cost including tuition, books, and supplies upon the successful completion of the course(s).

23.2 The Employer further agrees to reward skill upgrade training on courses of eight (8) or more hours with a \$200.00 bonus to be paid upon the successful completion of the course.

23.3 All employees will strive to cross train with other employees sufficiently to enable the continuous flow of business operation when an employee is absent from work.

ARTICLE 24 – PRE-EMPLOYMENT DRUG TESTING

24.1 Pre-employment drug testing may be performed, at the Employers expense, on all job applicants as a condition of employment. An applicant for employment taking a drug and alcohol screening test with a negative result and being accepted for employment by the Employer will receive a total payment of \$50.00.

ARTICLE 25 – TERM OF AGREEMENT

25.1 This Agreement shall be in full force and effect from the first day of September, 2017, to and including the thirty-first (31st) day of August, 2020, and shall continue in full force and effect from year to year thereafter, unless this Agreement is terminated or changed pursuant to the following conditions:

- A) If either party elects to terminate this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party of intention to terminate, and by such action, this Agreement shall for all purposes terminate as of the expiration date of this Agreement.
- B) If either party elects to change any of the provisions of this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party.
- C) If either party is served with notice of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual Agreement.

In witness whereof, the parties named above have affixed the signature and title of their authorized representatives:

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30**

By: 

Title: Executive Director

Date: 12-8-17

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS
LOCAL #68**

By: 

Title: BM/FS

Date: 12/11/2017

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