

# **COLLECTIVE BARGAINING AGREEMENT**

**by and between**

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

**and**

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL 969**



January 1, 2019

to and including

December 31, 2021

## **Agreement**

This agreement is entered into by International Brotherhood of Electrical Workers Local Union 969 hereinafter referred to as the “Employer” and Office and Professional Employees 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 regularly employed in office or clerical capacities provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work that they perform is not a sufficient amount to require the services of a full-time employee as further provided in this agreement.

### **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 and the thirty-fifth 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** 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.
- 2.3** Employees may have a Union Representative present at meetings concerning disciplinary action, discharge, or lay-offs, 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 7:00 AM and 5:00 PM, 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.
- 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 work 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 the employee. When circumstances beyond the control of the Employer prevent such notification the forty (40) hour guarantee will not apply.
- 3.4** The Employer shall provide within the regular working hours two rest periods of fifteen (15) minutes each, to be arranged at an approximate midpoint within the morning and afternoon work periods or at a time mutually convenient to the Employer and the employee.

## **Article 4 – Overtime**

- 4.1** All work performed over ten (10) hours in any one day or forty (40) hours in one week 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 (2X) the employee's base hourly rate of pay.
- 4.2** An employee called to work or called back to work outside of their regularly scheduled work hours, shall receive a minimum of two (2) hours of work or pay therefore at the appropriate overtime rate.
- 4.3** In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.
- 4.4** The Employer will give employees at least four (4) hours prior notice of required overtime, except when emergency circumstances prevent such notice.

## **Article 5 – Holidays**

- 5.1** The following eight (8) holidays shall be observed without reduction in pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve day, and Christmas Day. Should any of the listed holidays fall on Sunday, the day observed by the nation shall be considered to be the holiday. In the event any of the holidays fall on a Saturday, they shall be celebrated on the preceding Friday, unless otherwise mutually agreed.

- 5.2** 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 unworked holiday.
- 5.3** Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday for this Article to apply.

## **Article 6 – Vacations**

- 6.1** Each employee shall receive ten (10) working days of vacation with pay per year, provided they have worked one (1) year. After completing five (5) consecutive years of employment each employee shall receive fifteen (15) days of vacation with pay per year.
- 6.2** In the event that the employee is terminated before the employee has completed one (1) year of employment, the employee shall receive vacation pay at the rate of one (1) day's pay per month for each month of employment over three (3) months. Upon leaving the employment any time after one (1) year of service, an employee shall receive all earned, but unused vacation pay as well as pay for all accrued vacation (calculated from their last anniversary date-of-hire to the date of their separation). Such payment shall be made when the employee leaves employment.
- 6.3** Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority in selecting the time of their vacation.
- 6.4** Should a holiday fall during an employee's vacation, the employee shall have the option of adding another day off at the end of the vacation period, or holiday pay in addition to vacation pay.
- 6.5** Vacation pay cannot be accrued from year to year. Vacation must be taken or the employee will be reimbursed at his/her current hourly rate of pay for all accrued but unused time. Vacation will be based on the anniversary date of hire.
- 6.6** Employees shall have the option of receiving their vacation pay on the last day worked prior to their vacation.

## **Article 7 – SICK LEAVE**

- 7.1** The Employer agrees to grant ten (10) paid days of sick leave per year for each employee, which may be used for illness of the employee, the employee's family or for doctor, dental, eye care, mental health and other medically related treatments and/or appointments. Sick days will be credited and available for use beginning with the employee's hire date.

The employer may request a Dr.'s note if more than three (3) consecutive sick leave days are taken.

This time will not accrue from year to year, it will not roll over and there will be no payout for unused time. The ten (10) sick leave days shall renew each year on the employees anniversary date of hire.

## **Article 8 – Jury Duty**

- 8.1** The Employer shall comply with the requirements of current Colorado State Law.

## **Article 9 – Bereavement Benefits**

- 9.1** 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 Employee, and Parents and Brothers and Sisters of current Spouse. The Employer may require verification of bereavement.

## **Article 10 – Leave of Absence**

- 10.1** After one (1) year of service, a leave of absence (without pay, and 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 11 hereof. 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 his/her leave of absence will lose his/her rights to re-employment, unless otherwise agreed to by the Employer.
- 10.2** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to Union business, providing the absence does not seriously adversely affect the business of the Employer. Such time off will not affect the employee's seniority.

## **Article 11 – Seniority**

- 11.1** Seniority, plus the ability to satisfactorily perform the work, shall govern in all reduction-of-force, recall-after-layoff, all promotions, demotions, and preference of vacation periods.
- 11.2** Whenever new positions are created, or vacated positions become available within the bargaining unit, the Employer will give written notice to all their employees in the bargaining

unit and to the union, and the employees will have the right to submit written job bids for the new position in accordance with Article 16.

**11.3** New employees shall be regarded as probationary employees for the first six (6) months of their employment and there shall be no responsibility on the part of the Employer to retain these employees during the six (6) month period. If the employee is retained beyond the six (6) month period, their name shall be placed on the seniority list as of the date of their last hiring.

**11.4** Employees shall be recalled from lay-off in seniority order, provided such employees have the ability to satisfactorily perform the work. Employees recalled from lay-off, or assigned/promoted to a new position shall be entitled to a trial period of thirty (30) days in order to become proficient at the job.

**11.5** Seniority shall terminate for any of the following reasons:

- A. Voluntary quitting
- B. Discharge
- C. Lay-off for a period in excess of one (1) year

## **Article 12 – Unemployment & Workers 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 of his/her employees.

## **Article 13 – Layoff Notice**

**13.1** The Employer agrees not to layoff an employee without two (2) weeks' notice or one week's pay in lieu thereof, unless dismissal is for just cause. The employee shall give two (2) weeks' notice to the Employer in case of intended resignation, unless emergency circumstances prevail. If two weeks' notice is not given the Employer, the employee shall forfeit all accumulated vacation or sick leave pay.

## **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 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 shall be applicable for any other work performed by these employees. All of the other provisions

of the Agreement shall apply to these employees, pro-rated on the basis of the hours of employment except as provided for in Article 17.

- 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 outlined in this Agreement.
- 14.3** **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. Extra workers shall not be hired for more than sixty (60) calendar days.
- 14.4** 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 for just and reasonable causes, such as but not limited to; inappropriate discussion of other people's affairs, lack of production, dishonesty, negligence, incompetence, insubordination, intoxication, or drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure herein established.

## **Article 17 – Health and Welfare**

- 17.1** The Employer shall monthly (within fifteen calendar days following the end of the month) report and remit the following to the Eighth District Health Electrical Benefit Fund, P.O Box 25488, Salt Lake City UT, 84125-0488: five dollars and sixty cents (\$6.60) per hour for each hour worked by each eligible employee. This amount may increase or decrease in accordance with the current Inside Construction Agreement of the Employer and shall be paid in full each month by the Employer.

## **Article 18 – Classification and Wages**

**18.1** Employees shall be paid the following minimum scale of wages:

<b>Classification</b>	<b>January 1, 2019</b>	<b>January 1, 2020</b>	<b>January 1, 2021</b>
	<b>Wage Freeze</b>	<b>Wage Opener</b>	<b>Wage Opener</b>
Extra Worker	\$17.42	WO	
Receptionist- 90% of Secretary	\$19.14		
Secretary	\$21.27	WO	
Office Manager	\$26.94	WO	

**18.2** The annual wage increase will be based on the Grand Valley Rural Power Lines, Inc. agreement as determined each September by the Mountain States survey that assures a minimum of a 2% increase per year.

## **Article 19 – Pension and Annuity**

- 19.1** The Employer shall contribute to the Eighth District Electrical Pension Benefit Fund, one dollar and twenty-five cents (\$1.25) per hour for each hour worked by each eligible employee. This amount may increase or decrease in accordance with the current Inside Construction Agreement of the Employer.
- 19.2** The Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan, two dollars (\$2.00) per hour for each hour worked by each eligible employee. This amount may increase or decrease in accordance with the current Inside Construction Agreement of the Employer.
- 19.3** The Employer shall contribute monthly to the NEBF, 3% of the employees monthly gross income, for eligible employees only.
- 19.4** The Employer agrees to allow the employees to participate in the Office and Professional Employees International 401(K) Plan). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401(K) plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.

## **Article 20 – Grievance and Arbitration**

**20.1** 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 the 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 written 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 in 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 with 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 the 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 shall be decided with the flip of a coin.

**20.2** The cost of the arbitrator and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on both parties.

- 20.3** 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.
- 20.4** 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 Grievance Procedure. Time limits may be extended by mutual agreement.

## **Article 21 – Skill Upgrade**

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

## **Article 22 – Check Off**

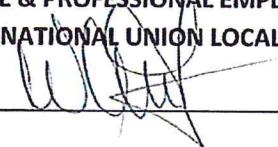
- 22.1** The Employer will deduct regular Union dues, initiation fees, and assessments from the wages of employees authorizing such deductions, in accordance with applicable laws, and will forward such deductions to the Union in a monthly lump sum payment.
- 22.2** Deduction will be in such amounts as designated by the Union and authorized by the employee. The Union shall provide the Employer written notices of any change in the amount of Union initiation fees, dues, assessments and contributions. The Employer will deduct the changed amount effective the month following written notice from the Union.
- 22.3** The Union shall indemnify the Employer and hold it harmless against any suits, claims or liabilities that arise by reason of any actions taken or not taken by the Employer under this Article.
- 22.4** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 22.5** Voluntary contributions deducted from employees' paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of OPEIU Local 30, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

## **Article 23 – Term of Agreement**

**23.1** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of January, 2019, to and including the thirty first (31<sup>st</sup>) day of December, 2021, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- A)** If either party elects to terminate the 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 the Agreement give written notice to the other party of intention to terminate and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- B)** If either party elects to change any of the provisions of the 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 the Agreement give written notice to the other party of such intent.
- C)** If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual consent.

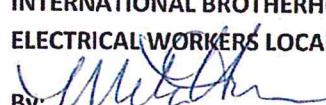
OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL # 30

By: 

Title: Executive Director/CFO

Date: \_\_\_\_\_

INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS LOCAL 969

By: 

Title: Business Manager

Date: 12.10.2018

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