

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**PLUMBERS LOCAL UNION 3**

and

**PLUMBERS JOINT APPRENTICESHIP  
AND TRAINING COMMITTEE**



July 1, 2016

to and including

May 31, 2019

## **AGREEMENT**

This agreement, entered into by United Association of Journeyman Plumbers and Gas Fitters, Local #3, and the Plumbers Joint Apprenticeship Training Committee 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 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** 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 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 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 – PROBATIONARY PERIOD**

- 3.1 New employees shall be regarded as probationary employees for the first ninety (90) calendar days of their employment and there shall be no responsibility on the part of the Employer to retain these employees during the ninety (90) day period. If the employee is retained beyond the ninety (90) days, their name shall be placed on the seniority list as of the date of their last hiring.
- 3.2 An extension of up to an additional ninety (90) 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 upon written notification from the employer being received by the union.

### **ARTICLE 4 – HOURS OF EMPLOYMENT**

- 4.1 Seven (7) consecutive hours between the hours of 7:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Thirty-five (35) hours, Monday through Friday, inclusive shall constitute a week's work. A regular full-time employee shall be guaranteed seven (7) hours of work each day of the established work week. When circumstances beyond the control of the Employer prevent such notification, the thirty-five (35) hour guarantee will not apply. Full time employees whose work hours are to be reduced will be notified in writing, not less than seventy-two (72) hours prior to the effective date of the hourly reduction.

#### **OR**

Eight (8) consecutive hours between the hours of 7:00 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. When circumstances beyond the control of the Employer prevent such notification the forty (40) hour guarantee will not apply. Full time employees whose work hours are to be reduced will be notified in writing, not less than seventy-two (72) hours prior to the effective date of the hourly reduction.

- 4.2 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 thirty-five (35) or 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.
- 4.3 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 the employee.
- 4.4 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.
- 4.5 Employees shall have the right to leave their offices for the fifteen minute break.

#### **ARTICLE 5– OVERTIME**

- 5.1 All work performed over seven (7) 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 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.

#### **OR**

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.

- 5.2 An employee called to work or called back to work, shall receive a minimum of four (4) hours work or pay therefore at the appropriate overtime rate.
- 5.3 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.
- 5.4 The Employer will give employees at least four (4) hours prior notice of required overtime, except when emergency circumstances prevent such notice.

## **ARTICLE 6 – HOLIDAYS**

- 6.1** The following seven (7) holidays shall be observed without reduction in pay: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving day and Christmas Day. In addition, employees with one year of service shall be entitled to one floating holiday to be taken at a time mutually agreed upon between the Employer and the employee. 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.
- 6.2** 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 un-worked holiday.
- 6.3** Temporary employees must have been in continuous employ of the employer for at least thirty (30) calendar days prior to the holiday.

## **ARTICLE 7 – PTO (PAID TIME OFF)**

- 7.1** PTO (Paid Time Off) shall be granted to each employee in the bargaining unit based on years of service and may be used at the employee’s discretion for illness, vacation, or personal business. Prior approval of the employer shall be required for planned vacations of one week or more. Such approvals will be based on the operational needs of the employer but shall not be unreasonably denied.

PTO will accrue as follows:

First two years of service	10 days of PTO per year
After 2 years of service and beyond	15 days of PTO per year

- 7.2** New hires shall accrue PTO at a rate of 1 day per month for the first 6 months of employment. At the beginning of the 7<sup>th</sup> month the employee will have accrued 10 PTO days. PTO time shall run from January 1<sup>st</sup> through December 31<sup>st</sup> of each year.
- 7.3** Upon separation from employment for any reason the employee shall be paid out for any accrued, unused PTO, prorated by the months worked prior to separation at their then current rate of pay.
- 7.4** Vacation pay cannot be accrued from year to year. Half of any unused PTO will be paid back to the employee on December 31<sup>st</sup> of each year.

## **ARTICLE 8 – JURY DUTY**

- 8.1** In the event an employee is called to appear for Jury Duty or as an involuntary witness, the Employer will compensate the employee for one days pay up to eight (8) hours providing the employee submits a copy of the Jury Commissioner’s attendance receipt. An employee serving on Jury Duty or as an involuntary witness shall return to work after being released from jury service if they can return to work for at least four (4) hours. All other jury pay will refer to 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 of employee and parents of current spouse, Significant other and Grandchildren. The Employer may require verifications if abuse is suspected.

## **ARTICLE 10 – LEAVE OF ABSENCE**

- 10.1** After one (1) years 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 12 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** Employees shall be allowed extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave during periods of lengthy illness or disability, so certified by a medical doctor. During such leaves, seniority shall be retained, but will not accumulate. Seniority will accumulate during periods of paid sick leave.
- 10.3** 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 – NO REDUCTION**

**11.1** All economic benefits in effect prior to the signing of this Agreement, which have not been altered through negotiation of this Agreement, shall remain in full force and effect.

## **ARTICLE 12 – SENIORITY**

**12.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force and recall after layoff, all promotions, demotions, and preference of vacation periods.

**12.2** 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 17.

**12.3** Employees shall be recalled from layoff in seniority order, provided such employees have the ability to satisfactorily perform the work. Employees recalled from layoff, assigned or promoted to a new position shall be entitled to a trial period of sixty (60) days in order to become proficient at the job.

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

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

## **ARTICLE 13 – UNEMPLOYMENT & WORKER’S COMPENSATION**

**13.1** 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 14 – LAYOFF NOTICE**

**14.1** 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 and sick/personal leave pay.

## **ARTICLE 15 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

**15.1** Employees may be permanently employed on a regularly scheduled workweek of less than thirty-five (35) 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 seven (7), in the regular work days and within thirty-five (35) 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 18.

### **OR**

Employees may be permanently employed on a regularly scheduled workweek 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 18.

**15.2** 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.

**15.3** The Employer may not employ more than two (2) part-time employees in any one office except by mutual agreement of the parties' signatory hereto. This provision may be waived by mutual agreement between the Employer, the employees, and the Union.

**15.4** **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 19. Extra Workers shall not be hired for more than sixty (60) calendar days.

**15.5** 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 16 – SAVINGS CLAUSE**

**16.1** 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 17 – RIGHTS OF MANAGEMENT**

**17.1** 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, dishonesty, negligence, incompetence, insubordination, intoxication, or drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure herein established.

## **ARTICLE 18 – HEALTH & WELFARE**

**18.1** The Employer shall pay premiums into the trust account named OPEIU Local 30 Benefits on behalf of eligible employees. The premium shall be paid on a monthly basis. The amount of the monthly premium shall not exceed the amount of the necessary contribution to the Colorado Pipe Industry Fund for Local 3 Plumbers plus fifty cents (.50¢). Should the necessary premium exceed the amount set forth above, any additional amount shall be deducted from the employee's wage. Under no circumstance will any difference between the amount necessary and the above mentioned contribution be added to the employee's wage rate.

**18.2** The premium as provided for herein shall be made on eligible employees effective the month following a thirty (30) day waiting period. Premiums shall be paid on behalf of all eligible employees. Regular or part-time employees must work twenty-four (24) or more hours per week to be eligible for coverage under the provisions of this Article.

**18.3** The Employer shall continue premiums for two months for an employee on sick leave.

**18.4** An alternate plan may be designated by Local Union #30 with a forty-five (45) day advance notice to the Employer. The premium for such alternate plan to be paid on behalf of the employees shall be in the amount set in Article 18.1.

**ARTICLE 19 – CLASSIFICATION AND WAGES**

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

First year increase	\$1.00
Second year increase	\$1.00
Third year increase	\$1.00

Classification:

Administrative Assistant 1 (receptionist, light secretarial skills, file clerk, data entry, computer program knowledge)

**Effective**

	<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
First 6 months	\$17.50	\$18.50	\$19.50
Second 6 months	\$22.50	\$23.50	\$24.50

Administrative Assistant 2 (Administrative Asst. 1 skills plus light bookkeeping, and full applicable computer program knowledge)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$24.50	\$25.50	\$26.50

Administrative Assistant 3 (Office management skills, bookkeeping, full office skills)

<u>7/1/16</u>	<u>6/1/17</u>	<u>6/1/18</u>
\$26.50	\$27.50	\$28.50

The Employer reserves the right to promote employees to the next percentage rate at any time. An Office Professional will not be kept at the 95% rate for any longer than a twelve (12) month period.

**19.2** Premium pay of six percent (6%) per week over the above rates shall be paid to supervisory employees. An employee who is being paid the 6% premium pay at the signing of this agreement will continue to receive the premium pay.

**ARTICLE 20 – PENSION**

**20.1** The Employers agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars and thirty cents (\$2.30) per hours paid for employees of the Plumbers Apprenticeship. For employees of Plumbers Local 3, the contribution amount shall be two dollars and eighty cents (\$2.80) per hours paid. The

- employee(s), as a unit, may elect to put any amount of their negotiated wage rate into pension.
- 20.2** 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 waiting period. The contributions for new employees shall start on the first of the month following the thirty (30) day waiting period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 20.3** If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs.
- 20.4** Permanent 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.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Retirement Savings Plan (401K). The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.
- 20.6** The Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Employer Contribution Schedule, dated March 21, 2010, provided by the Trustees of Western State Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall 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 20.1.
- 20.7** Effective January 1, 2010 it is hereby agreed between the Employer and the bargaining unit employees that for the year 2010 the Supplemental Contribution will be split 50-50. The employee portion will come from a deduction in their base hourly rate of pay listed in Article 19.1. In the future years, any required supplemental contribution to the Western States Office and Professional Employees Pension Fund will come from the employee's yearly wage increase. If no wage increase is due, it shall come from a deduction in their base hourly rate of pay listed in Article 19.1. Every year the Employer will review their ability to pay a percentage of the increase and notify the Union.

## **ARTICLE 21 – TECHNOLOGICAL CHANGES**

**21.1** In the event the Employer should decide to make any technological or labor-saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

## **ARTICLE 22 –GRIEVANCE AND ARBITRATION**

All grievances shall be handled in the following manner:

**STEP ONE:** (oral) A grievance may be filed no later than (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.

- 22.1** 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 all parties.
- 22.2** 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.
- 22.3** 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, the Employer will reimburse 100% of the cost including tuition, books and supplies upon the successful completion of the course(s).

## **ARTICLE 24 – DUES AND POLITICAL CHECKOFF**

- 24.1** The Employer agrees to deduct union initiation fees, and dues from the wages to each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 24.2** The Employer agrees to remit such dues and initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office, no later than the tenth (10<sup>th</sup>) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as know by the

Employer to be owed by the employee, from the final paycheck of any eligible employee.

- 24.3** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 24.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 24.5** 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.
- 24.6** Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the CFO of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway 2<sup>nd</sup> Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

## **ARTICLE 25 – TERM OF AGREEMENT**

- 25.1** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of July 2016, to and including the thirty-first (31<sup>st</sup>) day of May 2019, 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 anniversary 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 anniversary date of the agreement give written notice to the other party.
  - 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 agreement.

OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION LOCAL 30

By: [Signature]

Title: Executive Director/CFO

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

UNITED ASSOCIATION OF  
JOURNEYMAN PLUMBERS AND  
GAS FITTERS, LOCAL UNION 3

By: [Signature]

Title: Business Manager

Date: 6/3/16

DENVER PLUMBERS JOINT  
APPRENTICESHIP AND  
JOURNEYMAN COMMITTEE

By: [Signature]

Title: Training Director

Date: 6/3/16

/opeiu#30  
afl-cio

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<b>JURY DUTY.....</b>	<b>5</b>
<b>LAYOFF NOTICE .....</b>	<b>7</b>
<b>LEAVE OF ABSENCE .....</b>	<b>5</b>
<b>NO REDUCTION .....</b>	<b>6</b>
<b>OVERTIME .....</b>	<b>3</b>
<b>PENSION.....</b>	<b>10</b>
<b>PERMANENTLY EMPLOYED PART-TIME EMPLOYEES .....</b>	<b>7</b>
<b>RECOGNITION.....</b>	<b>1</b>
<b>RIGHTS OF MANAGEMENT .....</b>	<b>8</b>
<b>SAVINGS CLAUSE.....</b>	<b>8</b>
<b>SENIORITY .....</b>	<b>6</b>
<b>SICK LEAVE AND PERSONAL LEAVE.....</b>	<b>4</b>
<b>SKILL UPGRADE.....</b>	<b>12</b>
<b>TECHNOLOGICAL CHANGES.....</b>	<b>11</b>
<b>TERM OF AGREEMENT.....</b>	<b>13</b>
<b>UNEMPLOYMENT &amp; WORKER'S COMPENSATION .....</b>	<b>6</b>
<b>UNION SECURITY.....</b>	<b>1</b>
<b>VACATIONS.....</b>	<b>4</b>

## Letter of Understanding

This Letter of Understanding between Plumbers Local 3 ("Employer") and OPEIU Local 30 covers vacation, sick leave, and personal leave (now collectively treated as PTO) for bargaining unit employee Catie Gear.

In lieu of the provisions of Article 6 of the July 1, 2013 – June 30, 2016 Collective Bargaining Agreement, the parties agree to the following:

1. Catie Gear shall receive 25 days of PTO per year.
2. Gear may use any of these 25 PTO days at her discretion for illness, vacation or personal business.
3. Prior approval of the Employer shall be required for planned vacations of one week or more. Such approvals will be based on the operational needs of the Employer, but shall not be unreasonably denied.
4. Any PTO time unused as of the end of each calendar year shall be lost. This means that it is not accrued, does not carry over to the next year and Plumbers Local 3 shall not be liable to pay any money to her for any unused time, absent mutual agreement between OPEIU Local 30 and Plumbers Local 3.
5. This Letter of Understanding shall not apply to any other bargaining unit member.
6. This agreement shall continue through the current and next Collective Bargaining Agreement.

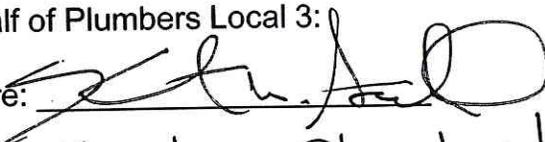
On behalf of OPEIU Local 30:

Signature: 

Print Name: WALTER ALLEN, SR.

Date: 12/18/13

On behalf of Plumbers Local 3:

Signature: 

Print Name: Kurt W Steenhoek

Date: 12/13/13