

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**DENVER JOINT ELECTRICAL APPRENTICESHIP AND
TRAINING COMMITTEE**



May 1, 2014

to and including

April 30, 2017

(Reopener for Health Care March 2015)

AGREEMENT

This Agreement, entered into between Denver Joint Electrical Apprenticeship and 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 (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 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 7:00 AM and 6:00 PM, exclusive of lunch period, shall constitute a days 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 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.
- 3.4** The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes within each four (4) 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 of a five day work week, or over forty (40) hours in any one work week shall be considered overtime, and paid for at the rate of time and one-half (1 1/2) 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 1/2) 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 therefor, at the rate of time and one-half (1 1/2) 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 Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the day before Christmas, and Christmas Day.
- 5.2** Should any of the listed holidays fall on Sunday, the following Monday 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. Should any of the listed two (2) consecutive day holidays fall on a weekend day, a four (4) day weekend will be observed Friday through Monday.
- 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 - VACATIONS

- 6.1** Each employee shall receive ten (10) work days vacation with pay per year, provided they have worked one (1) year. An employee who has completed five (5) consecutive years of service with the Employer shall be entitled to fifteen (15) work days of vacation with pay per year.
- 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** Vacations shall be scheduled by mutual agreement between the employee and the Employer.
- 6.4** Should a holiday fall during an employee's vacation, 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** Vacation pay cannot be accrued from year to year. Vacation must be taken or it will be lost. 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. 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 AND PERSONAL LEAVE

7.1 The Employer agrees to grant eight (8) days of sick leave and two (2) personal days with pay per year, computed from the anniversary date of employment. Sick leave shall not be accumulated beyond a total of thirty (30) days. The employee may use up to four (4) days sick leave for dependant illnesses. The Employer may require that the employee obtain a doctor's certificate or other such evidence of sickness if the employee is out for illness for three (3) consecutive days. Personal days shall be granted when an employee gives the Employer forty-eight (48) hours notice or in an emergency.

ARTICLE 8 - JURY DUTY

8.1 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 ten (10) working days.
- b) Jury pay shall not be granted for employee's regularly scheduled days off.

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 the employee, and parents of the employee's current spouse. It is understood that there will be no combining of days in the event of a multiple death situation

ARTICLE 10 - LEAVE OF ABSENCE

10.1 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. 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 11 - NO REDUCTION

- 11.1** 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 12 - UNEMPLOYMENT AND WORKERS' COMPENSATION

- 12.1** The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Workers' 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 employee 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.

ARTICLE 14 - PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 14.1** Employees may be permanently employed on a regularly scheduled work week of thirty-two (32) hours or less. 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 18, "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 23, "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 ninety (90)

calendar days in one (1) calendar year. 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 required to pay a work permit fee to the Union when working for the Employer. Such work permit fee shall begin the month the extra worker begins working for the Employer.

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 in accordance with the provisions of this Agreement, or discharge any employee who is dishonest, 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".

ARTICLE 17 - HEALTH AND WELFARE

17.1 Effective May 1, 2011, the Employer shall pay full premiums to the Eighth District Electrical Health & Welfare Fund on all eligible employees. The premiums shall be paid on a monthly basis.

17.2 The Employer premium as provided for herein shall be made on eligible employees effective the month following a thirty (30) day waiting period.

ARTICLE 18 - CLASSIFICATION AND WAGES

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

Effective	5/1/14	5/1/15	5/1/16
Temporary Worker	\$16.85	\$17.60	\$18.35
Administrative	\$21.65	\$22.40	\$23.15

Assistant

Administrative Assistant and/or Bookkeeper	\$21.93	\$22.68	\$23.43
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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.

18.3 The following are the job descriptions for each classification:

Temporary Worker shall work as needed and directed.

Secretary shall complete typing, filing, maintain data base, answer phones, process applications, track hours and send notifications for pay raises, and complete limited bookkeeping functions on an as needed basis.

Secretary and/or Bookkeeper shall perform all secretary duties and perform all bookkeeping duties.

ARTICLE 19 – 401K

19.1 The Employer agrees to contribute \$2.80 per hour worked for each employee and remit to the Office and Professional Employees International Union Local #30 401K Retirement Plan.

The Employer agrees to deduct from the employee's gross salary any additional contribution that is properly authorized by the employee.

19.2 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.

19.3 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.

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 as amended by the Pregnancy Discrimination 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 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.
- 22.3** 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** In an effort to maintain a smooth running operation, all employees shall strive to be cross-trained in every job classification with the exception of the Bookkeeper position.

ARTICLE 24 – INCLEMENT WEATHER

- 24.1** When inclement weather conditions exist, flextime will be allowed. Employees are required to advise the supervisor of their work schedule for that day before 10:00 a.m. when not working the regular work schedule. When an employee arrives in the morning the employee may begin work and leave when their scheduled amount of hours is completed. The employee may request to leave before their total number of scheduled hours are completed and either make-up those hours on another day or use other available paid time off. In the event an official state of emergency is declared, the employee shall suffer no loss in pay.

ARTICLE 25 – DUES AND POLITICAL CHECKOFF

- 25.1** The Employer agrees to deduct union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 25.2** 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 (10th) 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 known by the Employer to be owed by the employee, from the final pay check of any eligible employee.
- 25.3** 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.
- 25.4** 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.
- 25.5** Voluntary contributions deducted from employees' paychecks will be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 25.6** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

ARTICLE 26 - TERM OF AGREEMENT

- 26.1** This Agreement shall be in full force and effect from the first day of May, 2014 to and including the thirtieth (30th) day of April, 2017, 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 signed their names and affixed the signature of their authorized representatives:

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

By:  _____

Title: Executive Director/CFO

Date: _____

**DENVER JOINT ELECTRICAL
APPRENTICESHIP AND TRAINING
COMMITTEE**

By:  _____

Title: TRAINING Director

Date: 4/29/14

ARTICLE 1 - RECOGNITION 1

ARTICLE 2 - UNION SECURITY 1

ARTICLE 3 - HOURS OF EMPLOYMENT 2

ARTICLE 4 - OVERTIME 2

ARTICLE 6 - VACATIONS 3

ARTICLE 7 - SICK AND PERSONAL LEAVE 4

ARTICLE 8 - JURY DUTY 4

ARTICLE 9 - BEREAVEMENT BENEFITS 4

ARTICLE 10 - LEAVE OF ABSENCE 4

ARTICLE 11 - NO REDUCTION 5

ARTICLE 12 - UNEMPLOYMENT AND WORKERS' COMPENSATION 5

ARTICLE 13 - LAYOFF NOTICE 5

ARTICLE 14 - PERMANENTLY EMPLOYED PART-TIME EMPLOYEES 5

ARTICLE 15 - SAVINGS CLAUSE 6

ARTICLE 16 - RIGHTS OF MANAGEMENT 6

ARTICLE 17 - HEALTH AND WELFARE 6

ARTICLE 18 - CLASSIFICATION AND WAGES 6

ARTICLE 19 – 401K 7

ARTICLE 20 - MATERNITY LEAVE 7

ARTICLE 21 - TECHNOLOGICAL CHANGES 8

ARTICLE 22 - GRIEVANCE AND ARBITRATION 8

ARTICLE 23 - SKILL UPGRADE 9

ARTICLE 24 – INCLEMENT WEATHER 9

ARTICLE 25 – DUES AND POLITICAL CHECKOFF 10

ARTICLE 26 - TERM OF AGREEMENT 10

BEREAVEMENT BENEFITS	4
CLASSIFICATION AND WAGES.....	6
DUES AND POLITICAL CHECKOFF	10
GRIEVANCE AND ARBITRATION.....	9
HEALTH AND WELFARE.....	6
HOLIDAYS	3
HOURS OF EMPLOYMENT	2
INCLEMENT WEATHER.....	10
JURY DUTY.....	4
LAYOFF NOTICE	5
LEAVE OF ABSENCE	4
MATERNITY LEAVE.....	8
NO REDUCTION	5
OVERTIME	2
PENSION.....	7
PERMANENTLY EMPLOYED PART-TIME EMPLOYEES	5
RECOGNITION	1
RIGHTS OF MANAGEMENT	6
SAVINGS CLAUSE.....	6
SICK AND PERSONAL LEAVE.....	4
SKILL UPGRADE.....	10
TECHNOLOGICAL CHANGES.....	8
TERM OF AGREEMENT	11
UNEMPLOYMENT AND WORKERS' COMPENSATION.....	5
UNION SECURITY.....	1
VACATIONS.....	3