

COLLECTIVE BARGAINING AGREEMENT

by and between

OFFICE AND PROFESSIONAL EMPLOYEES

INTERNATIONAL UNION LOCAL #30, AFL/CIO

and

**SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
COLORADO OFFICES**

February 1, 2014
to and including
January 31, 2017

| | |
|---|----|
| ARTICLE 1- RECOGNITION | 1 |
| ARTICLE 2- UNION SECURITY | 1 |
| ARTICLE 3— HOURS OF EMPLOYMENT | 2 |
| ARTICLE 4- OVERTIME | 2 |
| ARTICLE 5- HOLIDAYS | 3 |
| ARTICLE 6- VACATIONS | 4 |
| ARTICLE 7- PERSONAL LEAVE | 5 |
| ARTICLE 8- JURY DUTY | |
| ARTICLE 9- BEREAVEMENT BENEFITS | 6 |
| ARTICLE 10- SENIORITY | 6 |
| ARTICLE 11- PROBATIONARY, TEMPORARY, PART-TIME EMPLOYEES AND REGULAR EMPLOYEES | 6 |
| ARTICLE 12- UNEMPLOYMENT & WORKER'S COMPENSATION | 7 |
| ARTICLE 13- LAYOFF NOTICE | 7 |
| ARTICLE 14- SAVINGS CLAUSE | 8 |
| ARTICLE 15- RIGHTS OF MANAGEMENT | 8 |
| ARTICLE 16- HEALTH AND WELFARE | 8 |
| ARTICLE 17- CLASSIFICATION AND WAGES | 8 |
| ARTICLE 18- PENSION | 10 |
| ARTICLE 19- MATERNITY LEAVE | 10 |
| ARTICLE 20- TECHNOLOGICAL CHANGES | 11 |
| ARTICLE 21- GRIEVANCE AND ARBITRATION | 11 |
| ARTICLE 22- DISCIPLINE PROCEDURE | 12 |
| ARTICLE 23- EMPLOYEE DIGNITY | 13 |
| ARTICLE 24- NO DISCRIMINATION | 13 |

| | |
|---|----|
| ARTICLE 25- DUES AND POLITICAL CHECKOFF | 14 |
| ARTICLE 26- UNION LABEL | 14 |
| ARTICLE 27- TERM OF AGREEMENT | 14 |

| | |
|---|----|
| BEREAVEMENT BENEFITS | 6 |
| CLASSIFICATION AND WAGES | 8 |
| DISCIPLINE PROCEDURE | 12 |
| DUES AND POLITICAL CHECKOFF | 14 |
| EMPLOYEE DIGNITY | 13 |
| GRIEVANCE AND ARBITRATION | 11 |
| HEALTH AND WELFARE | 8 |
| HOLIDAYS | 3 |
| HOURS OF EMPLOYMENT | 2 |
| JURY DUTY | 5 |
| LAYOFF NOTICE | 7 |
| MATERNITY LEAVE | 10 |
| NO DISCRIMINATION | 13 |
| OVERTIME | 2 |
| PENSION | 10 |
| PERSONAL LEAVE | 5 |
| PROBATIONARY, TEMPORARY, PART-TIME EMPLOYEES AND REGULAR EMPLOYEES | 6 |
| RECOGNITION | 1 |
| RIGHTS OF MANAGEMENT | 8 |
| SAVINGS CLAUSE | 8 |
| SENIORITY | 6 |
| TECHNOLOGICAL CHANGES | 11 |
| TERM OF AGREEMENT | 14 |
| UNEMPLOYMENT & WORKER'S COMPENSATION | 7 |
| UNION LABEL | 14 |
| UNION SECURITY | 1 |
| VACATIONS | 4 |

PREAMBLE

THIS AGREEMENT, made and entered into this 1st of February, 2014 by and between the **SOUTHWEST REGIONAL COUNCIL OF CARPENTERS' COLORADO OFFICES** hereinafter referred to as the "Employer", and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL#30, AFL-CIO**, hereinafter referred to as the "Union" shall be as follows:

ARTICLE 1- RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent with respect to hours, wages, and working conditions for all employees employed in office, and 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 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 the Employer has conditions which will affect only his operation; and, this Article is not intended to broaden present and existing work assignments or jurisdictional lines, or to create the necessity of hiring additional employees.
- 1.3 All work normally and customarily performed by members of the bargaining unit shall not be subcontracted out or performed by anyone other than bargaining unit members, unless the bargaining unit has agreed to such work being sent out of the office. This agreement to allow work to be sent out will be done on a case by case basis. This will not apply to mass mailings.

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 Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith, unless such action conflicts with state or federal law.
- 2.3 When a position is to be filled, the Employer will first notify the Union of the existence of such a position and provide employees registered at the Union office an equal opportunity to fill the position. The Employer retains the exclusive right

to determine the competence and qualifications of the applicants, and will be free to select the applicant of his choice so long as he does not discriminate. At the time a new employee starts to work, the Employer will immediately notify the Union, giving the name of the new employee, starting date and classification.

- 2.4 Employees may have a Union Representative present at meetings concerning disciplinary action, or discharge, 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.
- 2.5 The Union Representative of the Union shall have the right to contact the employees at work, with respect to this agreement.
- 2.6 The Employer will recognize the Union steward and will permit the steward to perform, during working hours, such of their Union duties which cannot be performed at other times. The Union agrees that such duties will be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

ARTICLE 3-HOURS OF EMPLOYMENT

- 3.1 The regular workweek will be, at the option of the Employer, either five (5) seven (7) consecutive hour days Monday through Friday inclusive or up to five (5) eight (8) consecutive hour days Monday through Friday. The lunch period will be taken not more than five (5) hours after reporting for work.
- 3.2 If the Employer needs to change the hours from either forty (40) to thirty five (35) or from thirty five (35) to forty (40) the employees shall be given two weeks' notice prior to the change to prepare.
- 3.3 The regular workday will be between the hours of 6 a.m. and 6 p.m. and the employee's designated starting time will be the time to start to work. In the event the employee's regular starting time is to be changed, the employee will be given a minimum of seventy two (72) hours' notice.
- 3.4 The Employer agrees that a rest period of fifteen (15) minutes will be allowed each employee each morning and afternoon. Rest periods will be considered as time worked for the purpose of determining the workday.

ARTICLE 4- OVERTIME

- 4.1 Overtime will only be worked when specifically authorized by the Employer.
- 4.2 Time and one-half (1 ½) the regular hourly rate will be paid in the following cases:

(a) For any and all work performed in excess of eight (8) hours per day or forty

(40) hours per week, Monday through Friday except as provided in Article 4.3 (a).

(b) For any time worked on Saturday

(c) Part-time employees will be paid at straight time unless an employee has worked in excess of eight (8) hours per day or forty (40) hours per week, Monday through Friday except as provided in Section 3 (a) of this article.

4.3 Double time (2x) will be paid for in the following cases:

(a) For all overtime hours worked in excess of four (4) hours in any one day Monday through Friday.

(b) For any time worked on Sundays or holidays.

4.4 **SHOW-UP TIME** — If an employee is called in on a Saturday or a Sunday or called back to work after they have completed their normal shift, such employee shall be paid a minimum of four (4) hours at the rate of time and one half (1 ½) or for the actual amount of hours worked at the same rate if over four (4) hours.

ARTICLE 5- HOLIDAYS

5.1 All employees coming under jurisdiction of this Agreement shall receive the holidays set forth in the Carpenters Master Labor Agreement or Local Agreement. Employees working under the Master Labor Agreement only will receive the same holidays as provided in the Master Labor Agreement. There will be two (2) additional floating holidays, one, on a day to be designated by the Employer, and the other to be scheduled by mutual agreement between the employee and the Employer.

5.2 Any employee required to work on a holiday will be notified seventy-two (72) hours in advance. Any employee who works on a holiday or days observed as such will receive double the regular hourly rate of pay.

5.3 In the event any of the holidays enumerated in Article 5.1 occur during the period of an employee's vacation, an additional day vacation or pay will be allowed for each holiday so occurring.

5.4 A temporary employee will be paid for a holiday after thirty (30) days of employment if the employee has worked the day preceding and the day following the holiday.

5.5 A regular part time employee will be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week or month.

ARTICLE 6- VACATIONS

6.1 Vacations with pay are hereby established for all employees covered by this Agreement. An employee having one year or more continued employment will be entitled to two (2) weeks' vacation each year with full pay. An employee having five (5) or more years

continuous employment will be entitled to three (3) weeks' vacation each year with full pay. Vacation is earned and accrued, month by month from the date of employment at the rate of five sixths (5/6) of a day per month for those employees who have been employed less than five (5) years, and at the rate of one and one fourth (1 ¼) days per month for those employees who have completed five (5) years of service. Vacations will only be scheduled after one year of service. Vacations may be scheduled at the Employer's option prior to completion of one years' service but such vacations will only be for the period of vacation time earned. Employees must use their vacation time.

- 6.2 Upon leaving the service of the Employer, an employee shall receive pay for all earned, but unused vacation, as well as pay for all accrued vacation (calculated from January 1 to the date of their termination).
- 6.3 Periods of absence from work because of sickness or for other reasons mutually agreed upon during the employment term will be considered as time worked in computation of the vacation credit, provided the employee given such leave will return to work not later than the expiration date of said leave for at least ninety (90) days.
- 6.4 Vacations will be taken at a time mutually agreed upon by the Employer and the employee. Vacation scheduling will be strictly on the basis of seniority between employees. Employees may be allowed to use accrued vacation in increments of not less than one (1) day provided time off is approved by Business Manager/Financial Secretary one (1) week in advance.
- 6.5 Any employee who does not take vacation time during the year will be paid for any vacation time owed them at the end of the year unless they choose to carry it over to the next year.
- 6.6 Vacation will be based on the calendar year. New employees shall have their vacation pro-rated from their date of hire to the beginning of the next calendar year.
- 6.7 Vacation pay will be paid in advance of the employee's vacation period, at the employee's request, and will be computed at the employee's regular straight time weekly rate. An employee's earned vacation time will not be used in lieu of the two (2) weeks termination notice.
- 6.8 A regular part time employee will be paid at scale on a pro-rata basis consistent with hours and length of employment with the Employer.

ARTICLE 7- PERSONAL LEAVE

- 7.1 All regular employees will be granted with pay, six (6) days personal leave per year, accumulated at the rate of one half (1/2) day per month from date of hire.
- 7.2 Personal leave may be used for sickness, injury, medical or dental appointments or any other personal business, involving the employee or the employee's spouse, children or parents. Personal leave used other than sickness or injury must be scheduled by mutual agreement with the Employer.
- 7.3 All accrued but unused personal leave for the calendar year will be paid in full to the

employee by January 31st. Although an employee may carry over one day to the next year.

- 7.4 Personal leave time may not be taken in increments of less than one (1) hour.
- 7.5 If the employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.
- 7.6 After one (1) year of service, a leave of absence without pay not to exceed a period of one (1) year may be granted by the Employer. Health and Welfare payments will be paid by the Employer for the first thirty (30) days of such leave of absence. The Employer and the employee will agree on the terms of the leave. This will include, but not be limited to the length of time, reason(s) for the leave, the conditions under which the employee will return to work and necessary documentation to support the request and return. The Union shall be notified in writing by the Employer when such leave of absence is granted to any employee covered by this Agreement. During such leaves, seniority shall be retained, but will not accumulate. Seniority will accumulate during periods of paid sick leave.
- 7.7 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 will not affect the employee's seniority.
- 7.8 An employee who has been granted a leave of absence in accordance with the provisions of this Article will return to the employee's regular job at the rate then current for the classification.

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 in pay, in accordance with the following:

Pay for such jury duty shall be limited to five (5) working days per year. Jury pay shall not be granted for employee's regularly scheduled days off.

- 8.2 Employees will be required to report to work during any work hours they are not required to be in court. In application of this provision, reasonable driving time will be a consideration.
- 8.3 In the event the needs of the office are such that the employee cannot serve, they will cooperate with the Employer in appealing the call to jury duty. In the event an employee is assigned to a panel that will exceed five (5) days, the Employer will assist the employee in requesting a financial hardship excuse, if applicable. Once an employee has received pay for jury service, said employee will not be eligible to receive pay for future jury service for a one (1) year period from the last date of service.

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) step-parents, step-brother, step-sister, step-children, grandchildren, Brother, Sister, Grandparents of employee and the parents of current spouse.

ARTICLE 10- SENIORITY

- 10.1** Seniority shall govern in preference of vacation periods. The Employer agrees to make promotions on the basis of ability and seniority. Where the Employer determines that qualifications are equal, seniority shall prevail.
- 10.2** 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 the Union, and the employees will have the right to submit written resumes for the new position.

ARTICLE 11- PROBATIONARY, TEMPORARY, PART-TIME EMPLOYEES AND REGULAR EMPLOYEES

- 11.1** All employees may be regarded as probationary employees for the first sixty (60) calendar days of employment. The Employer may request, in writing, an extension of thirty (30) additional days. There will be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union.
- 11.2** At the close of the probationary period, the employee will be considered a regular employee, except as provided in Article 11.3, and will be entitled to all contract benefits from the date of employment. A regular employee is an employee who works more than twenty-two (22) hours per week on a continuous basis.
- 11.3** The Employer may not hire more than one (1) part-time employee in any office. The Employer may use a part-time employee when and where needed. A regular part-time employee is one who works less than thirty-two (32) hours per week. A regular part-time employee (employed more than twenty-two (22) hours per week) will accrue sick leave and vacation pay on a pro-rata basis and will be paid holiday pay if the holiday falls within the time regularly employed each week. A part-time employee who works twenty-two (22) or less per week will not accrue sick leave, vacation time, or annuity and will not be paid for holidays.
- 11.4** Temporary Employees:
- (a) A temporary employee must be informed of their temporary status at the start of employment and may not work past three (3) months except as replacements for periods of personal leave, vacation or leave of absence. At the request of the Employer, in writing to the Union, temporary employees may be extended for an additional sixty (60) days.

- (b) Temporary employees will be paid under the classification for which hired as set forth in Article 17.1 of this Agreement as established under the heading "First 6 months". A temporary employee will receive negotiated wages only.
- (c) All such time will apply towards the probationary period should a temporary employee become a full time, or regular employee.
- (d) The Union will be notified of the intent to hire a temporary employee.

ARTICLE 12- UNEMPLOYMENT & 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) weeks' notice or one week's pay in lieu thereof, unless dismissal is for just cause. The provisions of this Article shall not apply to temporary employees.
- 13.2 An employee intending to resign will give the Employer two (2) weeks' notice of such intention.

ARTICLE 14- SAVINGS CLAUSE

- 14.1 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 15- RIGHTS OF MANAGEMENT

- 15.1 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, illegal drug use, or drinking alcoholic beverages while on duty.
- 15.2 the Employer agrees to advise the Union, if requested in writing, of any discharge and the reasons therefore.

ARTICLE 16- HEALTH AND WELFARE

- 16.1 The Employer shall pay premiums to the Southwest Carpenters Health and Welfare Trust on behalf of all employees at the non-bargaining rate. The premium shall be paid on a

monthly basis and shall provide coverage for the employee and their family, if applicable. Such premiums shall be paid in full during the term of this agreement.

ARTICLE 17- CLASSIFICATION AND WAGES

17.1 Employees shall be paid the minimum scale of wages as shown below:

| | | |
|-------------------------------|----------------------------------|------------------------|
| EFFECTIVE: | 2/1/20 14 | |
| <u>Classification:</u> | 1st - 6 months | After 24 months |
| Receptionist/Clerk | \$11.00 | \$13.00 |
| Secretary | \$12.50 | \$14.50 |
| Bookkeeper/Secretary | \$15.00 | \$17.00 |

2014 - Current employees will receive a (\$0.50) per hour increase to their rate effective February 1.

2015 - \$0.50 to wages

2016 - \$0.50 to wages

17.2 New employees shall receive a twenty five cent (\$0.25) increase every three (3) months until they reach the twenty four month scale.

17.3 The wages specified above are minimum wages and are not to be considered as restricting the Employer from giving, or the employees receiving, any additional compensation so long as the minimum wage is maintained.

17.4 The Employer has the option of continuing any past, present, or future merit increases based solely on merit.

17.5 Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification.

17.6 Any employee who is required to supervise the work performed by two or more employees shall receive compensation of not less than fifteen dollars (\$15.00) per week more than the highest paid regular employee supervised, or fifteen dollars (\$15.00) in addition to their regular salary, whichever is greater. Any employee required to supervise the work of five (5) or more employees shall receive compensation of not less than thirty dollars (\$30.00) in addition to their regular salary, whichever is greater.

17.7 When the Employer requires work covered under the jurisdiction of this Agreement for conventions, conferences, lectures, negotiations and trials, the Employer shall pay the regular hourly rate of the appropriate classification listed below 'After 24 months', provided further, that should it be necessary for the employee to reside at the meeting place, the employee shall be paid in addition to the above mentioned wages and travel

time, round trip coach air fare, and if required to remain overnight, twenty five dollars (\$25.00) per diem and hotel accommodations. If public transportation is impractical, travel in a personal automobile will be paid at the rate of the maximum amount recognized by the Internal Revenue Service per mile for trips not exceeding 300 miles.

- 17.8 The provision of Article 4 -Overtime shall apply to this section except that travel time shall not be considered for the purpose of computing overtime.
- 17.9 Any office employee hired, who first reports to work and is not put to work, shall receive two (2) hours of show up pay. If they perform any work up to three and one-half (3 1/2) hours, they shall be paid for three and one-half (3 1/2) hours, and if they work beyond three and one-half (3 1/2) hours, they shall be paid for the actual hours worked.
- 17.10 Any employee who is required by the Employer during the course of employment to do errands which requires the use of the employee's motor vehicle shall be compensated for mileage at the rate of the maximum amount recognized by the Internal Revenue Service per mile driven during the course of employment.
- 17.11 The cost of any bonds or notaries commission required of office employees who are covered by this Agreement shall be paid for by the Employer.
- 17.12 Holidays and periods of vacation outlined in this Agreement and periods of paid personal leave shall be considered time worked in this Agreement.

ARTICLE 18- PENSION

- 18.1 The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each eligible employee in the amount of one dollar and seventy cents (\$1.70) for all hours paid.
- 18.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for employees serving their sixty (60) day probationary period. The contributions for probationary employees shall start on the first of the month following the sixty (60) day probationary period.
- 18.3 The employees may at their option choose to put all or any portion of the yearly increase into the Western States Pension Fund.
- 18.4 The Employer agrees to adopt the Updated Rehabilitation Plan adopted by the Trustees of the Western States Office and Professional Employees Pension Fund on March 10, 2010 and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule, a copy of which is attached hereto. If the Western States Office and Professional Employees Pension Fund releases the Employer from the obligation to pay according to the Updated Supplemental Contribution Schedule, then the pension contribution shall be the amount set forth in Article 18.1.
- 18.5 The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 Savings Plan and Trust (401k). The Employer

agrees to contribute fifty cents (\$0.50) per hour paid for each permanent employee. 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 20% of his/her 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 19- MATERNITY LEAVE

- 19.1 The Employer and the Union will establish mutually agreed upon rules to govern maternity leave in accordance with Title VII of the Civil Rights Act and any other applicable laws.

ARTICLE 20- TECHNOLOGICAL CHANGES

- 20.1 In the event the Employer should decide to make any technological or laborsaving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort that causes changes in classifications or personnel, 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 of employees is necessary to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.
- 20.2 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 21- GRIEVANCE AND ARBITRATION

Definition: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties to this Agreement agree to make a good faith effort to resolve disputes expeditiously.

- 21.1 All grievances shall be handled in the following manner:

STEP ONE: A grievance must be filed by being presented by the Union of the aggrieved employee to the proper supervisor involved, no later than ten (10) working days after the grievance first becomes known. If the grievance is not resolved within five (5) working

days from the date presented, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated. The formal written grievance may 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 rejection(s) in writing, to the Union, within five (5) working days of the formal grievance meeting.

STEP TWO: If the grievance is not sealed at the formal grievance meeting, 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 Board will be co-chaired by one member from each side. 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 THREE: 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.

- 21.2 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.
- 21.3 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.
- 21.4 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 22- DISCIPLINE PROCEDURE

- 22.1 In the administration of this Article, a basic principle shall be that discipline

should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

- 22.2** Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs.
- 22.3** For less severe situations where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a written warning system shall be established. A copy of the written warning shall be mailed to the Union.

Step One: Verbal warning with notation in employee's file.

Step Two: Written warning.

Step Three: Suspension, not to exceed one week.

Step Four: Termination in writing.

The employee shall be given at least ten (10) working days between each step to allow for improvement, unless otherwise stated in written form during a discipline step meeting.

Warnings will be removed from the employee's personnel file after one (1) year if there are no related disciplinary problems in the interim.

ARTICLE 23- EMPLOYEE DIGNITY

- 23.1** The Employer agrees that it is important, and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in an employee's performance. If a discussion with an employee is to be considered a disciplinary discussion, it will be so stated and a Shop Steward will be present unless the employee specifically requests that the Shop Steward not be present.

ARTICLE 24- NO DISCRIMINATION

- 24.1** The Employer agrees not to discriminate against any employee because of membership in the Union/or for upholding Union principles. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against an employee because of such person's race, religion, national origin, sex, age, handicap or disability.

24.2 Reprisal against a grievant, steward, or witness for a grievance is prohibited.

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, 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 paycheck of any eligible employee.
- 25.3** Any change in 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 Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 25.5** 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.
- 25.6** 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 Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, along with a listing of the names of contributors and the amounts.

ARTICLE 26- UNION LABEL

- 26.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU .

ARTICLE 27- TERM OF AGREEMENT

27.1 This Agreement shall be in full force and effect from the first day of February, 2014 to and including the thirty-first day of January, 2017 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 ninety (90) 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 ninety (90) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party is served with notices of desires to change or modify this Agreement, negotiations must commence within forty five (45) days of such notice which may be extended by mutual agreement.

The parties named below have signed their names and affixed the signature of their authorized representative.

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

By: 

Title: EXSC DL

Date: _____

**SOUTHWEST REGIONAL
COUNCIL OF CARPENTERS**

By: 

Title: Contract Administrator

Date: _____