

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

AFT COLORADO



**July 1, 2019 to and including June 30, 2022
(Wage reopeners in 2020 and 2021)**

AGREEMENT

This Agreement, entered into by AFT Colorado, 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, organizers, technical or professional capacities, provided that all regularly elected officers of the Employer are exempt from the unit.
- 1.2** The Union recognizes the Employer has conditions which will affect only its 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. The Employer will notify Local 30’s office of any openings, and will give first consideration to any qualified Union members.
- 2.2** Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or lay-offs provided a Union Steward or representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer’s right to take just and necessary action in the above noted instances.

ARTICLE 3 – CHECK-OFF

- 3.1** The Employer will deduct initiation fees, and dues, from the wages of each employee who so desires. Such monies to be remitted to the Union office monthly by the tenth (10th) day of the following month.
- 3.2** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect the first month following written notice from the Union. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.

- 3.3** The Union shall provide deduction assignments with the Employer for each employee, prior to such deductions.
- 3.4** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, any expenses associated with any arbitration that shall arise out of, or by reason of the compliance of the Employer with this Article.
- 3.5** 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.
- 3.6** 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 CFO of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

ARTICLE 4 – HOURS OF EMPLOYMENT

- 4.1** Seven (7) consecutive hours between the hours of 8:00 A.M., and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. 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. 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 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) 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** When excess time is spent on the job the AFT President or her/his designee shall have the authority to compensate the employee with time off at straight time rates. At the end of each month, the salaried employees shall furnish a written account of hours worked, including breakdown of locals serviced, meetings attended, etc. to the AFT Colorado President or her/his designee.
- 4.4** The Employer shall provide within the regular working hours, a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period, or at a time mutually convenient to the Employer and the Union employee. Where

working shifts comprise a morning and afternoon work period, these rest periods will usual be mid-morning and mid-afternoon breaks.

- 4.5 Employees shall have the right to leave their offices for the fifteen (15) 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 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 In offices employing more than one employee, overtime will be offered first to the employee who normally performs the work, who is present, and on the job. If the employee described refuses the overtime assignment, the Employer will offer the overtime to the bargaining unit employees by seniority, assigning the available overtime to the most senior qualified employee who is desirous of performing the work.
- 5.3 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 ½) the employee’s base hourly rate of pay.
- 5.4 In offices employing more than one employee, overtime shall be distributed as equally as practical among employees qualified to perform the work.
- 5.5 Salaried employees are not subject to the provisions of this Article.

ARTICLE 6 – HOLIDAYS

- 6.1 Bargaining unit employees who have completed their probationary period shall be entitled to the following annual holidays off work with no reduction in pay, each contract year, provided the employee works his/her last regularly scheduled work day before the holiday, and his/her first regularly scheduled work day after the holiday unless approved by the Executive Director.

- 6.2 The annual holidays are as follows:

New Year’s Day	Martin Luther King Jr. Day
Presidents Day	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Friday after Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve Day

Four (4) Floating Holidays

The office will be closed for the three (3) normal work days between Christmas Day and New Year's Eve. This will be compensated time.

- 6.3** Holidays must be taken on the date of the occurrence unless the holiday falls during the employee's regularly scheduled days off. If holidays occur on an employee's "days off", the employee shall take a compensatory day off during the calendar week in which the holiday occurs. No employee will be required to work on a contract holiday. When holidays occur during the employee's vacation, the employee will extend the vacation by one day for each such holiday.
- 6.4** Employees who accept work on any of the designated holidays will be compensated for hours worked at twice (2X) their hourly rate of pay, in addition to the compensation which the employee receives for an un-worked holiday. This article shall not apply to salaried employees.
- 6.5** An employee may be excused by the Employer from being at work on either or both of the regularly scheduled work days preceding or following the holiday, upon request. Requests to be excused for other than medical reasons will be made in writing not less than seventy-two (72) hours in advance. When an employee has requested and received permission to be excused, the employee will be paid for the holiday;

ARTICLE 7 – VACATIONS

- 7.1** Vacation time shall be awarded to each employee on September 1st of each year for use during that year. Vacation time shall be awarded on the following basis:

For the first year of service an employee shall receive five (5) days of vacation for use that year following successful completion of the probationary period.

After completing one (1) continuous year of employment the employee shall receive ten (10) days of vacation.

After completing three (3) continuous years of employment the employee shall receive fifteen (15) days of vacation.

After completing ten (10) years of continuous employment the employee shall receive twenty (20) days of vacation.

After completing twenty (20) years of continuous employment the employee shall receive twenty-five (25) days of vacation.

Vacation time shall be used during the year it was granted except that up to five (5) days may be carried over into the next year.

ARTICLE 8 – SICK LEAVE

- 8.1** The Employer shall grant sick leave with pay for sickness, doctor, dental, eye care, mental health and other medically related treatments, and/or appointments for the employee and employee's family as defined in the Family and Medical Leave Act of 1993. Sick leave shall be earned at the rate of one and one quarter (1 ¼) days per month beginning with the first month of employment. Unused sick leave shall be accumulated to a maximum of the number of hours needed to reach coverage under the long term disability plan.
- 8.2** Upon submission of medical certification showing proof of disabling illness, an employee shall be entitled to a leave of absence for up to twelve (12) months. During such period, the employee shall continue to hold, and accrue their seniority and the right thereof to work (or job positions) per Article 14 of this Agreement.
- 8.3** Spouse is further defined to mean the person with whom the employee maintains a spousal relationship.
- 8.4** Sick or personal leave shall be taken at the discretion of the employee in increments of no less than two (2) hours.

ARTICLE 9 – PERSONAL LEAVE OF ABSENCE

- 9.1** The employee shall be granted three (3) days personal leave of absence per year at the employee's base rate of pay for personal business. Such personal leave of absence shall be taken at the discretion of the employee in increments of no less than two (2) hours. The employee must give prior notification if possible, before taking personal leave.
- 9.2** Personal leave must be taken during the fiscal year awarded (cannot be carried over).

ARTICLE 10 – JURY DUTY

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

ARTICLE 11 – BEREAVEMENT BENEFITS

- 11.1** Employee(s) shall be excused from work without loss of pay for a maximum of three (3) consecutive work days to attend the funeral of a member of their immediate family if the funeral is in state. Employee(s) shall be excused from work without loss of pay for a maximum of five (5) consecutive work days to

attend the funeral of a member of their immediate family if the funeral is out of state. Said days off must be taken in a period commencing with the day of death through the day following the funeral. The immediate family is defined as the employee's mother, father, child (including step children, legally adopted children and foster children), brother, sister, spouse, and the mother, father, and siblings of current spouse, grandparents and grandchildren of employee, and grandparents of current spouse. Spouse is further defined to mean the person with whom the employee maintains a bona fide recognized relationship. Further consideration will be given for other individual bereavement leaves by the AFT Colorado president and or their appointed designee.

ARTICLE 12 – LEAVE OF ABSENCE

- 12.1** After one year's 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 by the Employer, it shall not impair the employee's seniority as set out in Article 14 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.
- 12.2** Employees shall be allowed leave of absence to perform the function of full-time union officer for the term of their elected office, provided that the union certifies to the affected Employer, the name of the individual, and the duration of absence.
- 12.3** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the request is made at least three (3) working days in advance, and that the absence does not seriously, adversely affect the business of the Employer.
- 12.4** Nothing in this article is intended to preclude an employee from having a Union Steward or Representative present at a disciplinary interview.

ARTICLE 13 – SENIORITY

- 13.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force, and recall after lay-off, all promotions, demotions and preference of vacation periods.
- 13.2** Whenever a new position is created or a vacated position becomes available, the Employer will post a notice of the new positions for forty-eight (48) hours. Present employees shall have the option of submitting written bids for the position, and the senior qualified bidder will be awarded the position. When any employee is promoted to a higher classification or filling a new or vacated position, such employee shall be on probation for ninety (90) calendar days in an hourly position or one hundred and eighty (180) calendar days in a salaried

position. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to the previous job assignment, or comparable job assignment, with regard to position and status, at any time during the appropriate probationary period and no later than fifteen (15) days following the appropriate probationary period after filling the new or vacated position. Any employee accepting a management position will not be covered by this Article.

13.3 New employees shall be regarded as probationary employees for the first ninety (90) calendar days in an hourly position or one hundred and eighty (180) calendar days in a salaried position, and there shall be no responsibility on the part of the Employer to retain these employees during the probationary period and such employees shall not be covered by Article 29 – Grievance and Arbitration for discharge only. If the employee is retained beyond their probationary period, their name shall be placed on the seniority list as of the date of their last hiring.

13.4 Seniority shall terminate for any of the following reasons:

- A. Voluntary quitting
- B. Discharge for just cause
- C. Lay-off for lack of work for a period in excess of six (6) months.

ARTICLE 14 – UNEMPLOYMENT AND WORKER’S COMPENSATION

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

ARTICLE 15 – LAY-OFF NOTICE

15.1 The Employer agrees not to lay-off an employee without two (2) weeks notice, or one (1) weeks pay in lieu of, unless dismissal is for just cause. The employee shall give one (1) weeks notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.

15.2 Salaried employees who wish to terminate shall give the Executive Board thirty (30) days’ notice in writing.

ARTICLE 16 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

16.1 Employees may be permanently employed on a regularly scheduled work week 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 5 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 20.

- 16.2** The Employer shall not be permitted to employ more than one part-time employee on a permanent basis unless the Employer employs at least one full-time employee.
- 16.3** The Employer may not employ more than two part-time employees in any one office, except by mutual agreement of the parties' signatory hereto.
- 16.4** **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 21. Extra workers shall not be hired for more than sixty (60) calendar days. Extra workers hired to replace permanent employees on leave of absence, may be employed for the duration of the leave of absence, and will not become permanent employees unless retained for ten (10) days following the return to service of the permanent employee.
- 16.5** The Employer shall notify the Union of all extra workers at their time of hire. Extra workers shall be subject to the provisions of Article 2, "Union Security", after thirty-one (31) calendar days.

ARTICLE 17 – SAVINGS CLAUSE

- 17.1** In the event 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 18 – RIGHTS OF MANAGEMENT

- 18.1** The Employer retains the right to reorganize in order to meet the goals of AFT Colorado as determined by the Executive Board, manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause, in accordance with the provisions of this Agreement, and subject to appeal under the grievance procedure herein established.

ARTICLE 19– HEALTH AND WELFARE

- 19.1** The Employer agrees to provide employee only coverage for health & welfare, dental, vision, and life insurance through the Employer's health plan or another plan with comparable benefits.

The Employer agrees that new employees hired into the ‘Organizer’ position shall be provided with the health & welfare benefits listed above for the employee after completion of their probationary period. Employees hired or promoted into either the ‘Organizer I’ or ‘Lead Organizer’ positions shall be provided with the health & welfare benefits listed above for the employee and their families after completion of their probationary period.

19.2 Regularly scheduled part-time employees who work thirty (30) or more hours per week 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 – CLASSIFICATION AND WAGES

20.1 Effective on the dates shown below, employees shall be paid the following minimum scale of wages. Employees may receive compensation in excess of the minimum at the discretion of their Employer:

July 1, 2019: \$1.69 per hour wage increase for all classifications. Wage openers will be held for all classifications in 2020 and 2021.

Classification	July 1, 2019	July 1, 2020	July 1, 2021
General Office Clerk	\$20.52	W/O	W/O
Administrative Assistant	\$21.34	W/O	W/O
Office Secretary and/or Bookkeeper	\$22.88	W/O	W/O
Organizer	\$3,046.70	W/O	W/O
Organizer I	\$3,504.96	W/O	W/O
Lead Organizer	\$3,964.63	W/O	W/O

20.2 Premium pay of six percent (6%) per week over the above classification shall be paid by the Employer when she/he 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.

20.3 The parties agree to re-open this agreement for the purpose of bargaining over wages only each year prior to June 30th.

ARTICLE 21 – PENSION

21.1 The Employer will continue to contribute to the Western States Office and Professional Employees Pension Fund as it currently is contributing until a plan to pay a withdrawal liability is finalized on March 31, 2030.

21.2 The Employer agrees to contribute three hundred and fifty dollars (\$350.00) per month into the OPEIU National 401K Plan on behalf of each eligible employee. The Employer also agrees that if the employee chooses, they will withhold the

employee contribution to the 401K plan set up by OPEIU National. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees. The Employer contributions, as provided herein, shall be made on eligible employees. Employees shall become eligible the first of the month following their probationary period.

- 21.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.

ARTICLE 22 – MATERNITY LEAVE

- 22.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 23 – TECHNOLOGICAL CHANGES

- 23.1** 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.
- 23.2** Present employees will be given first opportunity to qualify for new positions before any person outside the bargaining unit is hired to fill the position(s). If necessary, training programs for employee(s) will be established.
- 23.3** **EDUCATIONAL REIMBURSEMENT** – The Employer will agree to pay 100% of any training, schools and/or seminars that the Employer requests or requires of their employees.
- 23.4** The Employer will agree to pay up to 50% for any accredited class, upon completion, mutually agreed upon by the employee and the Employer.
- 23.5** **INTERNAL CAREER ADVANCEMENT**- The Union and the Employer agree that offering and promoting educational and training opportunities can prove to be a benefit to both the employee and the Employer. There is also agreement that the availability of appropriate training which enhances career mobility and provides avenues for employee growth and development is desirable for both parties. The Employer shall make every reasonable effort to provide internal promotion and career development. In addition, the parties agree that the responsibility for achievement and maintenance of required licensure, certification or registration rests with the individual employee and that Employer offered training programs,

workshops or seminars shall be subject to the Employer's operational needs and staffing requirement.

ARTICLE 24 – NO DISCRIMINATION

24.1 It is agreed that the parties to this Agreement will not discriminate against any employee because of race, color, creed, religion, national origin, marital status, sex, age, sexual orientation, or handicap.

ARTICLE 25 – QUALITY OF WORK LIFE

25.1 The Employer recognizes the right of the Union to discuss matters relating to safety, and quality of work life.

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 – DISCIPLINE PROCEDURE

27.1 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 such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations. 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.

Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs.

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 or formal counseling with notation in employee's file.

Step Two: Written warning. An identified written disciplinary notice, including an explanation of the conduct or work performance issue which needs improvement.

Step Three: Final written warning with a possible unpaid suspension, not to exceed two (2) weeks.

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 twelve (12) months if there are no related disciplinary problems in the interim.

ARTICLE 28 – GRIEVANCE AND ARBITRATION

28.1 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.

All grievances shall be handled in the following manner:

- A. **STEP ONE:** 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 or the aggrieved employee to the proper supervisor involved. If the grievance is not resolved with the supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.
- B. **STEP TWO:** If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step 1, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is not resolved at this Step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejection in writing to the Union.
- C. **STEP THREE:** If the grievance is not settled at Step 2, after five (5) working days after referral to Step 2, the Union may request a grievance Board of Adjustment review within five (5) working days immediately following the five (5) day period above, by delivering a written notice to the Employer.

Within five (5) working days of such notice, a Grievance Board of Adjustment meeting shall be held and a vote taken with respect to the disposition of the grievance.

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 decision of this board will be final and binding on both parties.

- D. **STEP FOUR:** If the grievance is not settled at the Grievance Board meeting, the Union may request Arbitration within the fifteen (15) working days immediately following the vote 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 arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five working days by the Employer and the Union, by 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.

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 involved.

The decision of the arbitrator shall be submitted in writing, and shall be final and binding on all parties.

- 28.2** 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, and provision of this Agreement.
- 28.3** The Grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitations set forth above, unless the parties involved agree to extend said time limitations.
- 28.4** The arbitrator shall not have the authority to excuse a failure by the Union, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

ARTICLE 29 – MUTUAL RESPECT AND RESPONSIBILITY

- 29.1** The Employer, the Union, and the employees agree that all dealings between the parties shall be conducted with the utmost of mutual respect and responsibility.
- 29.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 29.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 29.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

ARTICLE 30 – VOTE

- 30.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

ARTICLE 31 – EMPLOYEE YEARLY EVALUATION

- 31.1** The Employer agrees each employee will be given a yearly evaluation of their performance by the President of AFT Colorado and or her/his designee. This evaluation will give each side the opportunity to make suggestions for the improvement of the working relationship between the Employer and the employee for the betterment of AFT Colorado and its members.
- 31.2** If an employee is found to be underperforming, the employee and his/her manager will develop a Performance Improvement Plan (PIP) for the employee. The PIP shall include clear standards and benchmarks. A reasonable amount of time shall be allotted for employee improvement to fulfill the obligations of the PIP. If the employee does not achieve the goals of the PIP, disciplinary measures may be taken up to and including termination.

ARTICLE 32 – MILEAGE

- 32.1** Employees shall be compensated for mileage at the IRS Standard Mileage Rate, for business miles driven, posted at IRS.gov. Mileage will be reimbursed according to IRS guidelines upon monthly completion of reimbursement form and receipt of mileage log. Mileage from home to the first work stop of the day is non-compensated if the distance is closer than that from home to AFT Colorado's main office. If the distance to the first work stop is greater than that between home and the office then the difference is compensated. After the first stop, all mileage used for the business of the Employer is compensated until the last stop of the day. Mileage between the last stop and home is non-compensated unless the distance between the last stop of the day and home is greater than the mileage

between AFT Colorado's main office and home. Then the difference in that mileage is compensated.

ARTICLE 33 – PER DIEM

- 33.1** When an employee is required to travel, requiring an overnight stay, he/she will receive a per diem of forty-five dollars (\$45.00). The employee must present validation of the overnight stay (hotel folio, etc.).
- 33.2** Out of town: Travel at a distance of one hundred (100) miles or greater without an overnight stay;
- a. One (1) meal required – Ten dollars (\$10.00)
 - b. Two (2) meals required – Twenty-five dollars (\$25.00)
- 33.3** All travel requiring per diem must be approved by the AFT Colorado President or her/his designee.

ARTICLE 34 – SEVERENCE

- 34.1** When an employee severs his/her relationship with AFT Colorado, after ten (10) or more years of employment overall, the employee will receive one (1) week's severance pay at their normal straight time pay for each year of employment, not to exceed twelve (12) weeks.
- 34.2** Any employee terminated for cause will not be covered by this article.

ARTICLE 35 -TERM OF AGREEMENT

- 35.1** This Agreement shall be in full force and effect from the first day of July 2019 to and including the thirtieth (30th) day of June 2022 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 prior to 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 prior to the expiration date of the Agreement, given 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 time may be extended by mutual agreement.
- (D) Either party may serve a written notice, on the other party, not less than sixty (60) days prior to June 30, 2020 and June 30, 2021 to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modifications proposed.

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

By: Margaret Jordan

Title: Executive Director/CFO

Date: 7-12-19

AFT COLORADO

By: [Signature]

Title: Executive Director

By: _____

Title: _____

Date: 8/12/19

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