

# Memorandum of Agreement

By and between

American Postal Workers Union, AFL-CIO (Employer)

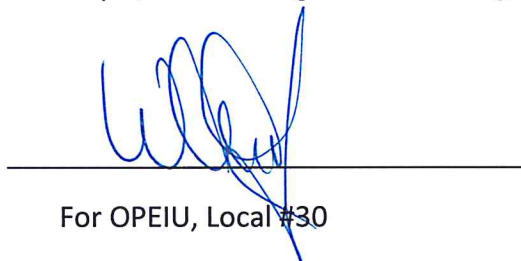
and

Office & Professional Employees International Union, Local 30 (Union)

The parties agree to extend without modification the current collective bargaining agreement for one (1) year. The term of this agreement shall be from May 1, 2018 through and including April 30, 2019.



For (Employer)



For OPEIU, Local #30

4-2-18

Date

3-16-18

Date

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For (Employer)

3-17-17

Date



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For OPEIU, Local #30

3-13-17

Date

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**DENVER METRO AREA LOCAL OF THE AMERICAN  
POSTAL WORKERS UNION, AFL/CIO**



May 1, 2014

to and including

April 30, 2017

THIS AGREEMENT, entered into by AMERICAN POSTAL WOKERS UNION, AFL-CIO, 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 All employees now in the bargaining unit shall not be terminated unless the Employer satisfactorily proves the economic necessity for the termination.
- 1.3 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.

### **1.4 PERFORMANCE OF BARGAINING UNIT WORK**

- A. Non-bargaining unit personnel are prohibited from performing bargaining unit work except as enumerated below in Section A 1-7.
  1. That work specifically enumerated in the DMAL Constitution and By-Laws.
  2. In an emergency (defined as unforeseen circumstances not of a recurring nature).
  3. To assure the proper operation of office machines and equipment.
  4. To protect the safety of any employees.
  5. To protect the property of DMAL.
  6. To assure reasonable accommodation.
  7. When there are no bargaining unit personnel available in accordance with Articles 1.1, 4, 6, 7, 8, 9, 10, 11, 12, 15, or 23.

## **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 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 #5'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 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.

### **ARTICLE 3 – CHECK-OFF**

- 3.1** The Employer will deduct initiation fees, dues, and voluntary contributions to the Office and Professional Employees International Union J.B. Moss Voice of the Electorate (VOTE) Program from the wages of each employee who so desires. The Employer may remit such monies quarterly (i.e., March, June, September, and December) to the Chief Financial Officer of OPEIU Local 30, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 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.

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

- 4.1** Seven (7) consecutive hours (in any one classification) between the hours of 7:00 A.M., and 6:00 P.M., exclusive of lunch period, shall constitute a day's work. Thirty-five (35) hours (in any one classification), Monday through Friday, inclusive, shall constitute a week's work. Individuals employed part-time in two (2) different classifications may work up to eight (8) total hours per day and up to forty (40) total hours per week. 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** 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 usually be mid-morning and mid-afternoon breaks.
- 4.4** 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 the same classification, or over eight (8) total 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 for the applicable employment classification. 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 therefore, 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.

## **ARTICLE 6 – HOLIDAYS**

- 6.1** Bargaining unit employees who have completed their probationary period shall be entitled to thirteen and one-half (13 ½) annual holidays off work with no reduction in pay, each contract year, provided the employee is in a pay status on

- his/her last regularly scheduled work day before the holiday, and his/her first regularly scheduled work day after the holiday.
- 6.2** The thirteen and one-half annual holidays shall be designated in writing by mutual agreement between the Employer, and the Union. The Employer and the Union shall confer annually prior to the contract anniversary date to adjust the holiday schedule for the following contract year, when necessary.
- 6.3** The holiday designation between the Employer and the Union shall be listed on a separate sheet titled "Holiday Designation Appendix". The appendix will list the holidays designated, shall be signed by the Employer Representative, and the Union Representative, and shall be attached to, and as a part of this labor agreement.
- 6.4** If a holiday falls on a regular work day, the number of hours of holiday pay granted to each employee shall be based upon the total number of hours the employee would normally have been scheduled to work (in each classification) on such designated holiday. The day the employee takes this holiday will be determined January of each year. 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 or prorated day for each such holiday.
- 6.5** 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.
- 6.6** 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** 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 three (3) consecutive years of service with the Employer shall be entitled to fifteen (15) work days of vacation per year with pay. Employees who have completed fifteen (15) years of service with the Employer shall be entitled to twenty (20) work days of vacation per year with pay. Employees who have completed twenty (20) years of service with the Employer shall be entitled to twenty-five (25) work days of vacation per year with pay. The number of hours of vacation pay granted to each employee shall be based upon the total number of hours the employee would

normally have been scheduled to work (in each classification) on such vacation day.

- 7.2** Upon leaving the service of the Employer, an employee shall receive all accrued, but unused vacation pay, provided one (1) week's notice of resignation has been given the Employer. Such pay shall be prorated at the rate of one-twelfth (1/12) of annual vacation to which the employee is entitled for each full month of service up to the time of termination. However, in the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive vacation pay at the rate of one (1) day's pay per month for each month of service over three (3) months.
- 7.3** Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority, in selecting the time of their vacations.

## **ARTICLE 8 – SICK LEAVE**

- 8.1** The Employer shall grant sick leave with pay for doctor, dental, eye care, mental health and other medically related treatments, and/or appointments for the employee and dependent children. Sick leave shall be earned at the rate of one and one-fourth (1 ¼) days per month beginning with the first month of employment. Unused sick leave shall be accumulated to a maximum of ninety (90) days. The Employer may require that the employee obtain a doctor's certificate or other reasonable proof of illness. The number of hours of sick leave granted to each employee for a sick day shall be based upon the total number of hours the employee would normally have been scheduled to work (in each classification) on such day.
- 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 the seniority and the right thereof to work (or job positions) per Article 14 of this Agreement.
- 8.3** Upon termination of employment, employees shall be reimbursed at 100% for all unused leave time, over sixty (60) days. (Prorated per Article 17.1)

## **ARTICLE 9 – PERSONAL LEAVE OF ABSENCE**

- 9.1** The employee shall be granted one and one-half (1 ½) 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. The number of hours of pay granted to each employee for personal leave of absence shall be based upon the total number of hours the employee would normally have been scheduled to work (in each classification) on such day.



## **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 a 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** Employees 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. 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 legally adopted children and foster children), brother, sister, spouse, and the mother and father of current spouse, grandparents and grandchildren of employee, and grandparents of current spouse.

## **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 loose 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 the 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 – NO REDUCTION**

**13.1** 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 conditions shall be lowered as a result of the signing of this Agreement.

## **ARTICLE 14 – SENIORITY**

**14.1** 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.

**14.2** 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 rewarded 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 thirty (30) calendar days. 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, between the thirty-first (31<sup>st</sup>), and not later than the forty-fifth (45<sup>th</sup>) day after filling the new or vacated position.

**14.3** New employees shall be regarded as probationary employees for the first thirty (30) calendar days of their employment, and there shall be no responsibility on the part of the Employer to retain these employees during the thirty (30) day period. If the employee is retained beyond the thirty (30) days, their name shall be placed on the seniority list as of the date of their last hiring.

**14.4** An extension of an additional thirty (30) days of this probationary period may be requested in writing by the Employer for an individual employee at least five (5) days before the end of the normal probationary period. Such extension to be granted only upon mutual agreement between the Union and the Employer.

**14.5** 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 15 – UNEMPLOYMENT AND WORKER’S COMPENSATION**

**15.1** 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 16 – LAY-OFF NOTICE**

- 16.1** 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.

## **ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

- 17.1** Employees may be permanently employed on a regularly scheduled work week of less than thirty-five (35) hours (within each classification). Individuals employed part-time within two (2) different employee classifications shall be scheduled for no more than forty (40) total hours per work week. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Friday (within each classification), but may provided 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) (within each classification) 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.
- 17.2** 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 permanent employee.
- 17.3** The Employer may not employ more than two part-time employees in any one office, except by mutual agreement of the parties' signatory hereto.
- 17.4** **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.
- 17.5** 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 18 – SAVINGS CLAUSE**

- 18.1** 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 19 – RIGHTS OF MANAGEMENT**

**19.1** 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 cause, such as but not limited to insubordination, intoxication or involvement in the politics of the Employer’s Union, in accordance with the provisions of this Agreement, and subject to appeal under the grievance procedure herein established.

## **ARTICLE 20 - HEALTH AND WELFARE**

**20.1** The Employer agrees to pay premiums into the account named OPEIU Locals 30/537 Health Fund on behalf of eligible employees who desire health and welfare coverage. The premium shall be paid on a monthly basis. The Employer portion of the premium shall be 80% of the monthly premium. The balance of the monthly premium shall be paid by the employee as a payroll deduction.

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

## **ARTICLE 21 – CLASSIFICATION AND WAGES**

<u>Per Hour Rate Effective:</u>	<u>05/1/14</u>	
<u>Classification</u>		
Office Manager (over 1 year of service)	\$25.84	PS Level 6, Step M
Office Secretary (less than 1 year of service)	\$19.28	PS Level 4, Step B
(over 1 year of service)	\$21.86	PS Level 6, Step D
Office Custodian (less than 1 year of service)	\$13.00	
(over 1 year of service)	\$17.79	PS Level 4, Step BB

**21.1** Employees will receive an hourly wage equivalent to a United States Postal Service employee represented by the American Postal Workers Union working within the Postal Service pay system at a specific level and step in accordance with Postal Service (PS) schedule. This hourly wage will increase (but not decrease) in accordance with contractual increases obtained by the American Postal Workers Union for employees of the United States Postal Service within the designated level and step. Employees are paid based upon classification and years of service.

## **ARTICLE 22 – PENSION**

**22.1** The Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of three dollars (\$3.00) per straight time hour, on behalf of each employee.

**22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is employer paid.

**22.3** 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. 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 unless the employee returns to work.

**22.4** 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.

**22.5** Effective with the January, 2010 hours worked the Employer agrees to adopt the Western States Office and Professional Employees Pension Plan Supplemental Employer Contribution Schedule. Based on this decision, the Employer agrees that the current surcharge will be eliminated and the contribution rate will be increased to 26% over the current contribution rate and will then change yearly according to the Supplemental Employer Contribution Schedule as provided by the Trustees of the Western States Office and Professional Employees Pension Plan.

## **ARTICLE 23 – MATERNITY LEAVE**

**23.1** 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 24 – TECHNOLOGICAL CHANGES**

**24.1** 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.

**24.2** 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.

## **ARTICLE 25 – NO DISCRIMINATION**

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

## **ARTICLE 26 – QUALITY OF WORK LIFE**

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

**26.2** The Employer agrees to create a work environment that provides bargaining unit personnel with dignity and respect. Inter professional communications will be utilized whenever possible to enhance the parties commitment under the section.

## **ARTICLE 27 – UNION LABEL**

**27.1** 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 28 – DISCIPLINE PROCEDURE**

**28.1** 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.

- 28.2** Discussion – Normally, discussions are not discipline and are not grievable. If a discussion is to be considered a disciplinary discussion by the Employer, it will be so stated. In these rare occasions the Employer will have a Union Representative present unless the employee specifically requests this representation is unwanted.
- 28.3** L.O.W. – A disciplinary notice in writing so identified and including an explanation of the conduct or work performance which needs improvement.
- 28.4** Discharge – Prior to discharge, the Employer agrees to first utilize the corrective action enumerated in Article 28, Sections 2 and 3.

## **ARTICLE 29 – GRIEVANCE AND ARBITRATION**

- 29.1** 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:

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.

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 rejected at this Step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejection in writing to the Union.

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.

**STEP FOUR:** If the grievance is not settled at the Grievance Board of Adjustment, 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 twenty-four (24) hours 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.

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.

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.

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 30 – TERM OF AGREEMENT**

**30.1** This Agreement shall be in full force and effect from the first day of May 2014 to and including the thirtieth (30<sup>th</sup>) day of April 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:

- (1) 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 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.
- (2) 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.
- (3) 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.

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

By: 

**Title: Executive Director/CFO**

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

**AMERICAN POSTAL WORKERS  
UNION**

By: 

**Title: President**

Date: 7-17-2014

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