

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

DENVER MANAGEMENT SERVICES LLC



August 1, 2013
to and including
July 31, 2016

AGREEMENT

This agreement, entered into by DENVER MANAGEMENT SERVICES LLC 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, cashier, driver dispatch, call taking and fleet service positions.

ARTICLE 2 – UNION SECURITY

- 2.1** Present employees covered by this Agreement, and new employees hired after the date hereof, shall as a condition of employment, become members of the Union between the thirtieth (30th) and the thirty-fifth (35th) day following the date of this Agreement, or the date of employment whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. “Good standing” for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic Union dues.
- 2.2** The Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this Collective Bargaining Agreement, the Employer shall notify the Union as to the number and qualifications of employees desired and the Union shall refer applicants within forty-eight (48) hours of such notice.
- 2.3** Should the Union be unable to furnish employees acceptable to the Employer, within forty-eight (48) hours, the Employer has the right to obtain employees from any source available.
- 2.4** Upon hiring an employee, the Employer agrees to notify the Union within ten (10) business days as to the name and social security number of the employee so hired.
- 2.5** Employees may have a Union Representative present at meetings concerning disciplinary action, discharge, or lay-offs, provided a Union Steward or Representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer’s right to take just and necessary action in the above-noted instances. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

ARTICLE 3 – PROBATIONARY PERIOD

- 3.1** New employees shall be regarded as probationary employees for the first one hundred twenty (120) calendar days of their employment. The employer may at its discretion extend the probationary period for up to an additional thirty (30)

calendar days in the event that more time to evaluate the employee is deemed necessary by the employer. There shall be no responsibility on the part of the employer to retain these employees during the probationary period. Following successful completion of the probationary period the employee shall be placed on the seniority list according to their most recent date of hire.

- 3.2** Current employees who accept a promotion to a new position within the bargaining unit shall serve a probationary period of ninety (90) calendar days from the date the new assignment begins. Both the employer and the employee shall have the right to leave the new position during the probationary period for any reason and the employee shall be returned to the position held just prior to the promotion.

ARTICLE 4 - CHECK-OFF

- 4.1** 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.
- 4.2** The Employer agrees to remit such dues, and initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office, no later than the tenth (10th) day of the following month from which the monies were deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as known by the Employer to be owed by the employee, from the final pay check of any eligible employee.
- 4.3** 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.
- 4.4** Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the 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.
- 4.5** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect, and 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.
- 4.6** The Union agrees to file deduction assignments with the Employer for each employee, prior to such deductions.

ARTICLE 5 – HOURS OF EMPLOYMENT

- 5.1** Eight (8) consecutive hours within a twenty-four (24) hour period, exclusive of a lunch period, shall constitute a day's work. Forty (40) hours, Monday through Sunday inclusive, shall constitute a week's work. A regular full-time employee shall be defined as working between thirty two (32) and forty (40) hours per week. A regular part-time employee shall be defined as working between twenty four (24) and thirty one (31) hours per week.
- 5.2** The Bookkeeper shall have a normal schedule of 8:00 A.M. to 5:00 P.M. with a one (1) hour lunch period. There shall be normal shifts in the call center which may include a thirty (30) minute lunch period.
- 5.3** The Employer reserves the right to change the shifts of employees due to operational needs. The employer agrees not to change the employees' schedules unless such change is to continue for at least two (2) weeks unless an employee agrees to changes for shorter periods of time. In the event that there is an operational need to change an employee's shift for less than two (2) weeks and there is no agreement to do so, then the employer shall have the right to assign the least senior employee to cover the shift. Any employee who is mandated to cover a shift must have at least three (3) hours notice and the manager must speak with the employee directly. Such assignments must not be unreasonable in frequency and may not force an employee to work more than two (2) consecutive shifts.
- 5.4** The Employer shall provide within the regular working hours two rest periods of fifteen (15) minutes each, to be arranged at an approximate midpoint within the beginning half and end half of the work periods or at a time mutually convenient to the Employer and the employee. Breaks will be scheduled in such a way as to ensure there is no void in the coverage of the work. Breaks are to be fifteen (15) consecutive minutes in length. If a break is missed due to operational circumstances the time shall be added onto the employee's lunch break for that day.
- 5.5** Employees shall have the right to leave their offices for the fifteen minute break.
- 5.6** Employees who are sent home for lack of work after reporting for their shift shall be paid a minimum of four (4) hours or the amount of actual hours worked whichever is greater.
- 5.7** For special events including but not limited to New Year's Eve, opening day, St. Patrick's Day, and other less predictable events that may require additional coverage, the employer reserves the right to add shifts as needed and assign employees to work. A minimum of two (2) week's notice shall be given in such cases. Such assignments will be offered to all employees qualified to perform the work needed and in the event that there are not sufficient volunteers the employer will assign said shifts in order of inverse seniority. Overtime pay shall be paid in all appropriate circumstances.

ARTICLE 6 – OVERTIME

- 6.1** All work performed over forty (40) hours within a seven (7) day period 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 overtime must be scheduled, approved, and made known in advance by the Supervisor.
- 6.2** Overtime shall be distributed as equitably as possible among employees who are qualified to do the work required. Overtime shall be voluntary but if there are no volunteers then management has the right to assign the work.
- 6.3** An employee called back to work within a twenty four (24) hour period, shall receive a minimum of four (4) hours work or pay therefore at the appropriate overtime rate.
- 6.4** The Employer will give employees at least four (4) hours prior notice of required overtime, except when emergency circumstances prevent such notice.
- 6.5** An employee who works over eight (8) hours on a holiday will be paid double time for all hours over eight (8) in a twenty four (24) hour period.
- 6.6** Employees shall not be mandated to work more than one (1) shift directly prior to or following their scheduled shift.

ARTICLE 7 – HOLIDAYS

- 7.1** The following six (6) holidays shall be observed without reduction in pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, employees with one year of service shall be entitled to one (1) floating holiday to be taken at a time mutually agreed upon between the Employer and the employee. When a holiday falls on a day that an employee is not scheduled to work, the employee will be paid for the holiday in addition to their regularly scheduled days for that week.
- 7.2** Any employee who is required to work on any of the aforementioned holidays will be compensated for hours worked at one and one half (1 ½) their hourly rate of pay. This section shall also apply to probationary employees.
- 7.3** In order for an employee to qualify for holiday pay, they must work their scheduled shifts before and after the holiday.
- 7.4** Employees who have been continuously employed by Denver Management Services LLC for at least six (6) months shall receive a holiday bonus each year of a minimum of one hundred dollars (\$100.00) or more based on their performance during the year. Such bonus shall be given on the first pay period in December.

ARTICLE 8 – VACATIONS

- 8.1** Each employee shall receive five (5) work days of 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 ten (10) work days of vacation per year with pay. An employee who has completed five (5) consecutive years of service with the Employer shall be entitled to fifteen (15) work days of vacation per year with pay.
- 8.2** In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall not receive any vacation pay. Upon leaving the service of the Employer any time after one (1) year of service, an employee shall receive all earned, but unused vacation pay as well as pay for all accrued vacation (calculated from their last anniversary date of hire to the date of their termination) as bonus pay, provided a two (2) week notice of resignation has been given the Employer. Such pay shall be paid when the employee leaves employment.
- 8.3** Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority, within their department, in selecting the time of their vacation.
- 8.4** Should a holiday fall during an employee's vacation, the employee shall be paid for the holiday in addition to their vacation time for that week.
- 8.5** Vacation days and pay for same cannot be accrued from year to year. Vacation will be based on the anniversary date of hire. Reimbursement of any unused vacation will be made on the first pay-period following their anniversary date of hire.
- 8.6** Employees, with the approval of the employer shall have the option to go to work on approved vacation days and be paid their regular straight time for all hours actually worked while on approved vacation in addition to their approved vacation pay.
- 8.7** Employees shall have the option of receiving their vacation pay on their last pay-period worked prior to their vacation.

ARTICLE 9 – SICK LEAVE

- 9.1** From December 1 of each year through November 30 of the next year each employee shall be entitled to five (5) annual days of paid sick leave time which may be used for illness of the employee. The employee may use any of those five days for personal leave but must declare, in writing the use of those sick leave days as personal leave days.

In addition each employee shall have the right to have two (2) unpaid personal leave days. The employer may require an employee to produce documentation for each day of sick leave in excess of the five (5) sick leave days. Excessive absenteeism over and beyond five (5) days paid sick leave and two unpaid personal leave days may be considered grounds for discipline and/or discharge. Appropriate documentation regarding sick leave in excess of the allotted five (5) days sick leave may be considered grounds for not initiating discipline or discharge of the employee.

Unless unavoidable, notice of taking a personal leave day shall be given no less than two hours prior to the taking of the leave. At the end of the annual period described above the employee shall be reimbursed 75% of his/her daily rate of pay for any paid sick days not utilized by the employee during that yearly period.

9.2 For the period of August 1, 2013 through November 30, 2013 the employee shall be reimbursed 75% of his/her daily income for any sick leave not utilized by the employee. In computing the number of sick leave days the employee would have been entitled to during that period of time the total number of sick days an employee is entitled to during that period of time shall be computed by multiplying 4/12 times 5.

9.3 Employees shall provide the employer five (5) hours' notice of the need to call out sick from a scheduled shift except under emergency circumstances.

ARTICLE 10 – JURY DUTY

10.1 The Employer shall comply with the requirements of current Colorado State law.

ARTICLE 11 – UNEMPLOYMENT & WORKERS COMPENSATION

11.1 The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Worker's Compensation Acts for each of his/her employees.

ARTICLE 12 – BEREAVEMENT BENEFITS

12.1 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), Significant Other, Domestic Partner, Brother, Sister, Grandparents of employee, Parents of current Spouse, Grandchildren, Brothers-in-law, Sisters-in-law, Aunts and Uncles or any other relative who resides in the employee's household.

ARTICLE 13 – LEAVE OF ABSENCE

- 13.1** After one (1) year of service, a leave of absence, without pay, not to exceed a period of three (3) months, for reasons deemed justifiable by the Employer; may be granted to an employee by the Employer. When such leave of absence is granted to an employee by the Employer it shall not impair the employee's seniority as set out in Article 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.
- 13.2** Employees shall be allowed extended leaves of absence without pay not to exceed six (6) months beyond the accumulation of paid sick leave during periods of lengthy illness or disability, so certified by a medical doctor. During such leaves, seniority shall be retained, but will not accumulate. Seniority will accumulate during periods of paid sick leave.
- 13.3** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the absence does not seriously, adversely affect the business of the Employer. Such time off will not affect the employee's seniority.
- 13.4** Upon the employee's return from a leave of absence they will be placed in their previous position if they have seniority, as set forth in Article 14, over the person who replaced them during their leave of absence.
- 13.5** An employee called to military service shall be granted an unpaid leave of absence and reemployment rights as provided by the laws of the United States.

ARTICLE 14 – NO REDUCTION

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

ARTICLE 15 – SENIORITY

- 15.1** Seniority, plus the ability to satisfactorily perform the work, shall govern in all reductions of force and recall after layoff, all promotions, demotions, return from leaves of absence, and preference of vacation periods. When there is a need for a layoff the rule will be the last one in will be the first one out.
- 15.2** Whenever new positions are created or vacated positions become available within the bargaining unit, the Employer will give written notice to all their employees in the bargaining unit and to the Union. The employees will have the right to submit written job bids for the new position. Positions will be awarded based on ability

to perform the work. When the applicants are considered reasonably equally qualified then seniority shall prevail.

15.3 Employees shall be recalled from layoff in seniority order, provided such employees have the ability to satisfactorily perform the work. Employees recalled from layoff, assigned or promoted to a new position shall be entitled to a trial period of thirty (30) days in order to become proficient at the job. If after that time they are unable to successfully accomplish the new position after adequate training, the employee will be returned to their previous position.

15.4 Seniority shall terminate for any of the following reasons:

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

15.5 The employee shall give a two (2) week notice to the Employer in case of intended resignation, unless emergency circumstances prevail. If a two week notice is not given the Employer, the employee shall forfeit all accumulated vacation or sick leave pay.

ARTICLE 16 – LAYOFF NOTICE

16.1 The Employer agrees not to layoff an employee without a two (2) week notice or one week's pay in lieu thereof.

16.2 Employees who are laid off from the Employer shall retain the right of return for a period of one (1) year. Employees shall be recalled in order of seniority.

ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

17.1 Employees may be permanently employed on a regularly scheduled workweek of between twenty four (24) and thirty one (31) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Sunday unless it is an office position then the scheduled days shall be Monday through Friday. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8) hours in the regular work days and within forty (40) hours 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, prorated on the basis of the hours of employment.

ARTICLE 18 – SAVINGS CLAUSE

18.1 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 19 – HEALTH & WELFARE

19.1 Effective August 1, 2011, the Employer agrees to pay fifty percent (50%) of the monthly health coverage premium up to a maximum of two hundred dollars (\$200.00) per month for personal health coverage for each employee who applies to the Employer for such coverage and supplies them with a current bill for the coverage. The employee shall be responsible for fifty percent (50%) of the monthly premium and/or any amount over two hundred dollars (\$200.00) if they choose to have personal health coverage.

19.2 Should the Employer be able to obtain health coverage at a group rate that can be offered to the employees, or should they be required to provide such coverage by law, then the amount stated in Article 18.1 shall apply to such health plan. The Employer paid premium as provided for herein shall be made on eligible employees effective the month following a ninety (90) day waiting period. Premiums shall be paid on behalf of all eligible employees who choose health 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 20 – CLASSIFICATION AND WAGES

20.1 Employees shall be paid the following scale of wages:

Classification		8/1/13	1/1/14	8/1/14	8/1/15
Call Takers	Hire in	\$8.80	\$10.00	\$10.30	\$10.60
	After 90 days	\$9.05	\$10.25	\$10.55	\$10.85
	After 12 months	\$9.30	\$10.50	\$10.80	\$11.10
	After 24 months	\$9.55	\$10.75	\$11.05	\$11.35
	After 36 months	\$9.80	\$11.00	\$11.30	\$11.60
Dispatchers	Hire in	\$12.30		\$12.60	\$12.90
	After 90 days	\$12.55		\$12.85	\$13.15
	After 12 months	\$12.80		\$13.10	\$13.40
	After 24 months	\$13.05		\$13.35	\$13.65
	After 36 months	\$13.30		\$13.60	\$13.90
General Clerical	Hire in	\$10.30		\$10.60	\$10.90
	After 90 days	\$10.55		\$10.85	\$11.15
	After 12 months	\$10.80		\$11.10	\$11.40
	After 24 months	\$11.05		\$11.35	\$11.65
	After 36 months	\$11.30		\$11.60	\$11.90

Driver Services	Hire in	\$13.05		\$13.35	\$13.65
	After 90 days	\$13.30		\$13.60	\$13.90
	After 12 months	\$13.55		\$13.85	\$14.15
	After 24 months	\$13.80		\$14.10	\$14.40
	After 36 months	\$14.05		\$14.35	\$14.65
Fleet Service	Hire in	\$11.30		\$11.60	\$11.90
	After 90 days	\$11.55		\$11.85	\$12.15
	After 12 months	\$11.80		\$12.10	\$12.40
	After 24 months	\$12.05		\$12.35	\$12.65
	After 36 months	\$12.30		\$12.60	\$12.90

- A. + .30 per hour to all steps in the wage scales each year of the agreement. Wage increases shall take effect on the employee's anniversary date of employment with the company.
- B. + .30 per hour across the board wage increase for all employees outside of the wage scales each year of the agreement. Wage increases shall take effect on the employee's anniversary date of hire with the company.
- C. Increase starting pay for Call Takers position to \$10 per hour effective January 1, 2014.
- D. Any employee whose anniversary date occurred since August 1, 2013 (the beginning of the current contract year) through the date on which the wage increases become effective shall be paid retroactively to that anniversary date. (e.g. For an anniversary date of December 1st, the employee shall receive retroactivity back to December 1, 2013. For an employee with an anniversary date of May 1st, their increase will take effect on May 1, 2014).

20.2 Employees are entitled to a job performance review on a bi-yearly basis from their anniversary date of hire. Such review shall emphasize any concerns the Employer has with the employee's knowledge and ability to perform their position as well as areas that need improvement. The Employer shall also acknowledge the employees positive performance at this time.

20.3 When an employee works in a higher job classification, they shall be paid at the higher rate for all hours worked in that classification.

ARTICLE 21 – NO STRIKE, NO LOCKOUT

21.1 OPEIU Local 30 agrees that during the term of this Agreement, it will not cause or engage in, support, encourage or authorize any employee covered by this Agreement to participate in any cessation of work through a slowdown, strike, work stoppage or other job action.

21.2 Denver Management Services LLC agrees that during the term of this Agreement it will not lock out any or all employees.

ARTICLE 22 – RIGHTS OF MANAGEMENT

22.1 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, harassment of any kind, incompetence, insubordination, intoxication from illegal drugs or alcohol, or drinking alcoholic beverages or using illegal drugs while on duty, subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 23 – TECHNOLOGICAL CHANGES

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

ARTICLE 24 – GRIEVANCE AND ARBITRATION

24.1 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. The parties further agree that ‘working days’ shall be defined as Monday through Friday excluding holidays.

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 the Agreement which has been allegedly violated.

- B. **STEP TWO:** If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step One, 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 within five (5) working days the grievance will be moved to Step Three.
- C. **STEP THREE:** If the grievance is not settled at Step Two, the Union may request Arbitration within the fifteen (15) working days, immediately following the Step Two decision.

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 working days by the Employer and the Union 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.

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

- 24.2** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment or the arbitrator cannot have the authority to modify or amend, alter, add to, or subtract from, any provision of this Agreement.
- 24.3** 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.
- 24.4** The arbitrator shall not have the authority to excuse a failure by the Union, the Employer, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

ARTICLE 25 – DISCIPLINE PROCEDURE

- 25.1** 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. Employees shall all be provided with a copy of the Employer's Disciplinary

Action policy which lists other specific causes for disciplinary action. 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.

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

25.3 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 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 26 – EMPLOYEE DIGNITY

26.1 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 or Union Representative will be present unless the employee specifically requests that the Shop Steward or Union Representative not be present.

ARTICLE 27 – NO DISCRIMINATION

27.1 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.

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

ARTICLE 28 – OCCUPATIONAL SAFETY AND HEALTH

28.1 The parties agree that it is in the best interest of the Employer and the employees that a clean, safe work environment be maintained. The Employer will take every reasonable step to see that such environment is maintained.

ARTICLE 29 – UNION LABEL AND UNION LOGO

29.1 The OPEIU Logo is the exclusive property of Office and Professional Employees International Union and may only be used by members of OPEIU.

29.2 The OPEIU Logo shall be affixed on all material of any description produced by employees covered by this contract.

ARTICLE 30 – TERM OF AGREEMENT

30.1 This Agreement shall be in full force and effect from the first (1st) day of August, 2013, to and including the thirty-first (31st) day of July, 2016, 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 (OPEIU Local 30 or Board of Directors of DENVER MANAGEMENT SERVICES LLC) elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the Agreement give written notice to the other party of the 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 (OPEIU Local 30 or Board of Directors of DENVER MANAGEMENT SERVICES LLC) elects to change any of the provisions of the Agreement, such party shall on a date not less than sixty (60) days, nor more than seventy-five (75) days prior to the expiration date of the agreement give written notice to the other party.
- c) If either party (OPEIU Local 30 or Board of Directors of DENVER MANAGEMENT SERVICES LLC) is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which may be extended by mutual agreement.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

By: 

Title: Executive Director/CFO

Date: _____

DENVER MANAGEMENT SERVICES
LLC

By: 

Title: GM

Date: 8/27/14

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