

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS LOCAL 9**

**And**

**OPERATING ENGINEERS JOINT APPRENTICESHIP  
TRAINING COMMITTEE**



July 1, 2023  
to and including  
June 30, 2026

## **AGREEMENT**

This Agreement, entered into between International Union of Operating Engineers Local #9 and the Operating Engineers Joint Apprenticeship Training Committee (JATC) hereinafter referred to as the “Employer(s)” and Office and Professional Employees International Union, Local 30, AFL-CIO, hereinafter referred to as the “Union”.

### **ARTICLE 1 – RECOGNITION**

- 1.1** The Employer(s) recognize 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.

### **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 (30<sup>th</sup>) and the thirty-fifth (35<sup>th</sup>) 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(s) agree(s) that when vacancies occur, or when new employees are needed to perform work covered by this collective bargaining agreement, the Employer(s) 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(s) within forty-eight (48) hours, the Employer(s) has/have the right to obtain employees from any source available.
- 2.4** Upon hiring an employee, the Employer(s) agrees to notify the Union within forty-eight (48) hours as to the name and social security number of the employee so hired.
- 2.5** The Shop Steward will be notified when a new bargaining unit employee is hired. The shop steward may meet with the new employee within 15 days of his or her becoming employed. At that time, the steward may for at least thirty minutes

during paid time make a presentation to the new employee regarding his or her rights and contract benefits as well as provide him or her with union literature.

- 2.6** Employees may have a union representative present at meetings concerning disciplinary action, discharge, or layoffs provided a union steward or representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer's right to take just and necessary action in the above-noted instances. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

### **ARTICLE 3 – HOURS OF EMPLOYMENT**

- 3.1** Operating Engineers Local Union #9 recognizes eight (8) consecutive hours between the hours of 7:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, Monday through Friday inclusive, shall constitute a week's work. A regular full-time employee shall be entitled to work eight (8) hours each day of the established work week.

or

The JATC recognizes eight (8) consecutive hours between the hours of 7:00 A.M. and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Forty (40) hours, Tuesday through Saturday inclusive, shall constitute a week's work. A regular full-time employee shall be entitled to work eight (8) hours each day of the established work week.

- 3.2** When mutually agreed to between the Union and the Employer(s), the Employer(s) may schedule a four (4) day work week, adjusting hours of work and/or pay to meet the forty (40) hour work week, and further shall meet with the Union to negotiate other changes as may be required to meet the needs of the Employer if a four (4) day work week is scheduled.
- 3.3** The Employer(s) agrees not to change the hour at which the working day is scheduled unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer(s) and the employee.
- 3.4** 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 morning and afternoon work periods or at a time mutually convenient to the Employer and the employee, in accordance with the COMPS Order #36. Employees shall have the right to leave their offices for the fifteen-minute break.

### **ARTICLE 4 – OVERTIME**

- 4.1** All work performed over eight (8) hours in one day shall be considered overtime and paid at the rate of one and one-half (1 ½) times the employee's current base

hourly rate of pay. All work performed on Saturday shall be considered overtime and paid for at the rate of one and one-half (1 ½) times the employee's current base hourly rate of pay. All work performed on Sunday shall be considered overtime and paid for at the rate of two (2) times the employee's current base hourly rate of pay. Days and hours worked will be based on Article 3 – Hours of Employment, Section 3.1 for the specific Employer.

- 4.2** 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.
- 4.3** In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work. Before working overtime, the employee must have the Business Manager's approval.

## **ARTICLE 5 – HOLIDAYS**

- 5.1** Employees shall observe the following holidays with no reduction in wages:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

Should any of the listed holidays fall on Sunday, the day observed by the nation shall be considered the holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday, unless otherwise mutually agreed.

- 5.2** In addition to the above-listed holidays, employees shall be entitled to two (2) personal floating holidays each year. The employee must notify the office manager ten (10) days in advance of when the personal floating holiday is to be taken. In the event of a conflict between employees who want to schedule their holidays on the same day, seniority will prevail. An unused personal floating holiday shall not be paid upon separation from employment.
- 5.3** Any employee who is required to work on any of the aforementioned holidays will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an un-worked holiday.
- 5.4** Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday.

## **ARTICLE 6 – VACATIONS**

- 6.1** Each full-time employee shall receive ten (10) workdays' vacation with pay per year, provided they have worked full-time for one (1) year. An employee who has completed three (3) consecutive full-time years of service with the Employer shall be entitled to fifteen (15) workdays of vacation per year with pay. An employee who has completed ten (10) consecutive years of full-time service with the Employer shall be entitled to twenty (20) workdays of vacation per year with pay. After completing one (1) year of employment with the employer part-time employees shall receive prorated vacation according to the hours they have worked each year.
- 6.2** In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive one (1) day vacation pay at the rate of one day's pay per month for each month of service over three (3) months, as bonus 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 one two (2) weeks' notice of resignation has been given the Employer.
- 6.3** 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.
- 6.4** Should a holiday fall during an employee's vacation, the employee shall have the option of another day off at the end of the vacation period, or holiday pay in addition to vacation pay.
- 6.5** Vacation pay cannot be accrued from year to year. Vacation must be taken, or reimbursement made. If the employee elects to, they may roll over a maximum of five (5) days of Vacation. Part-time employees may not roll over Vacation time. Vacation will be based on anniversary date of hire.
- 6.6** Employees shall have the option of receiving their vacation pay on the last day worked prior to their vacation.

## **ARTICLE 7 – SICK LEAVE**

- 7.1** The Employer agrees to grant thirty (30) days sick leave with pay per year computed from May 1<sup>st</sup> to the following May 1<sup>st</sup>. Sick leave shall not be accumulative beyond a total of thirty (30) days in any one year under the term of this agreement. New employees shall be given thirty days of sick leave after completing the probationary period. Paid sick leave will be provided to the employee for personal illness or injury, and to attend to significant illness or

injury of the employee's spouse or legal partner, parent, or dependent child/grandchild. Part-time employees shall receive prorated Sick time according to the hours they have worked.

- 7.2** The Employer may require that the employee obtain a doctor's certificate or other satisfactory evidence of sickness after the fourth (4<sup>th</sup>) day of consecutive illness. After four (4) periods of sick leave absences during a contract year (this does not include any absences for which a doctor's certificate has already been submitted) an employee must submit a doctor's certification to receive sick leave time off and sick leave pay. However, if the employee presents a medical statement, satisfactory to the Employer, that the employee suffers from a regular, ongoing medical condition or requires necessary follow-up visits after a surgery causing frequent absence from work additional certificates will not be required. If the Employer suspects abuse of the sick leave program, at its' option, the Employer may require a doctor's certification for any sick leave absence from work.

## **ARTICLE 8 – JURY DUTY**

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

## **ARTICLE 9 – BEREAVEMENT BENEFITS**

- 9.1** An employee shall be excused from work without loss of pay for a maximum of three (3) working days in the event of the death of a member of his/her immediate family. Immediate family is defined as Mother, Father, Spouse, Child (including legally adopted children or foster children), Brother, Sister, Grandparents, Stepparents of employee or current spouse, Parents, Brothers and Sisters of current spouse, Brothers-in-law, Sisters-in-law, Sons-in-law, and Daughters-in-law.
- 9.2** In the event an aunt or uncle of the employee dies, the employee may be allowed up to a total of eight (8) hours per year bereavement leave allowing the employee to attend the funeral without loss of pay.
- 9.3** If the funeral is in excess of a 250-mile radius of the office, two additional days may be granted by the Employer for justifiable circumstances.

## **ARTICLE 10 – LEAVE OF ABSENCE**

- 10.1** After one (1) year of service, a leave of absence without pay, not to exceed a period of three (3) months, for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. 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 12, "Seniority". The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays a leave of absence will lose rights to reemployment, unless otherwise agreed to by the Employer.
- 10.2** Employees shall be allowed extended leaves of absence without pay not to exceed one (1) year 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 be accumulated during periods of paid sick leave.
- 10.3** 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(s). Such time off will not affect the employee's seniority.

## **ARTICLE 11 – NO REDUCTION**

- 11.1** No clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement, below the minimum scale of wages set in Article 19.1 of this Agreement, and further, no work condition shall be lowered as a result of the signing of this Agreement.

## **ARTICLE 12 – SENIORITY**

- 12.1** Seniority, plus the ability to satisfactorily perform the work, shall govern in all reduction of force and recall after layoff, all promotions, demotions, and preference of vacation periods.
- 12.2** Whenever new positions are created within the bargaining unit, or vacancies occur, the Employer will advise all employees in the bargaining unit, including those on layoff and the employees will have the right to submit written job bids for the position. The Employer will assign the position to the senior qualified bidder. Temporary positions will be offered to laid-off employees in seniority order. This provision is not intended to circumvent the right of management to determine qualifications as set forth in Article 17, "Rights of Management".

- 12.3** 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 thirty (30) days, their name shall be placed on the seniority list as of the date of their last hiring.
- 12.4** 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.
- 12.5** Seniority shall terminate for any of the following reasons:
- a) Voluntary quitting
  - b) Discharge for just cause
  - c) Layoff

### **ARTICLE 13 – UNEMPLOYMENT AND WORKER’S COMPENSATION**

- 13.1** The Employer(s) shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Worker’s Compensation Acts for each employee.

### **ARTICLE 14 – LAYOFF NOTICE**

- 14.1** The Employer(s) agree(s) not to lay off an employee without paying one (1) week’s pay, as bonus pay on the final day of employment, in lieu thereof, unless dismissal is for just cause. The employee shall give two (2) weeks’ notice to the Employer in case of intended resignation unless emergency circumstances prevail. The provisions of this Article shall not apply to extra workers.

### **ARTICLE 15 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

- 15.1** Employees may be permanently employed on a regularly scheduled work week of less than forty (40) 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 (1) day scheduled per week or for as many as the regular five (5) days of employment. These employees shall be paid at the straight-time hourly rate for all hours worked within eight (8) in the regular work days and within forty (40) in the regular work week, provided that the overtime provisions of Article 4, “Overtime”, shall be applicable for any other work performed by these employees. The following Articles will not be in effect for Permanently Employed Part Time Employee working sixty-nine (69) hours or less per month,



Article 5 – Holidays (including Personal Days), Article 9 – Bereavement Benefits, Article 10 – Leave of Absence, Article 18 – Health and Welfare and Article 20 – Pension. All other provisions of this Agreement shall apply to these employees.

**15.2** The Employer(s) may not employ more than two (2) part-time employees in any, one (1) office, except by mutual agreement of the parties' signatory hereto.

**15.3 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 19, "Classification and Wages". Extra workers shall not be hired for more than sixty (60) calendar days. In the event the Employer finds it necessary to employ extra workers for less than thirty (30) days, the Employer will notify the Union of the employee's name and social security number. Extra workers shall be subject to the provisions of Article 2, "Union Security", after thirty-one (31) calendar days.

## **ARTICLE 16 – SAVINGS CLAUSE**

**16.1** 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 17 – RIGHTS OF MANAGEMENT**

**17.1** The Employer(s) retain(s) the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline in accordance with the provisions of this Agreement, or discharge any employee for, but not limited to the following reasons: absence from work in excess of that permitted under this Agreement, dishonesty, negligence, incompetence, insubordination, intoxication, or drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure set forth in Article 23, "Grievance and Arbitration".

## **ARTICLE 18 – HEALTH AND WELFARE**

**18.1** Effective for Health coverage beginning May 1, 2023, the Employer shall pay monthly into the Operating Engineers Health and Welfare Trust Fund, as per the Operating Engineers Master Agreement, for Colorado, on behalf of each eligible employee covered by this Agreement. Should the premium rate not increase, the

hourly contribution rate stated in the Operating Engineers Master Agreement will be added to each eligible employee's hourly wage rate.

- 18.2** All Rules and Regulations of the fund will be followed regarding new employees and their effective dates as well as coverage for all employees.

## **ARTICLE 19 – CLASSIFICATION AND WAGES**

Employees shall be paid the following minimum scale of wages, with a 3% wage increase in the years 2024 and 2025. If there is no Health and Welfare increase, according to the Operating Engineers Master Agreement, the contribution rate in the Operating Engineers Master Agreement will be added to each eligible employee's hourly rate.

<b><u>Effective:</u></b>	<b><u>7/1/2023</u></b>	<b><u>7/1/2024</u></b>	<b><u>7/1/2025</u></b>
<b><u>Local Union #9</u></b>			
Administrative Assistant 1	\$27.49	\$28.31	\$29.16
Administrative Assistant 2	\$28.49	\$29.34	\$30.23
Administrative Assistant 3	\$30.00	\$30.90	\$31.83
Bookkeeper	\$31.20	\$32.14	\$33.10
Office Manager	\$35.00	\$36.05	\$37.13
<b><u>Operating Engineers JATC</u></b>			
Administrative Assistant 1	\$29.35	\$30.23	\$31.14
Administrative Assistant 2	\$31.46	\$32.40	\$33.38
Office Manager/Bookkeeper	\$35.00	\$36.05	\$37.13

- 19.1** One employee from the classifications above may be assigned by the Employer to the Office Manager position and will receive additional wages per hour specified by a Memorandum of Understanding. The Office Manager must supervise two or more employees, one of these will include the classification the Office Manager holds. It is recognized that there are duties associated with the position designated as Office Manager which are in addition to those normally assigned other job classifications. Such additional duties shall not be a condition of employment for any employee not designated as Office Manager.
- 19.2** New employees will be paid at least eighty percent (80%) of the appropriate rate for the first six (6) months, and at least ninety percent (90%) of the appropriate rate for the second six (6) months. After twelve (12) months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

## **ARTICLE 20 – PENSION**

- 20.1** Effective May 1, 2017 the Operating Engineers Local #9 agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution of three dollars and three cents (\$3.03) per hour paid. Effective May 1, 2020 the Operating Engineers Joint Apprenticeship Training Committee agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution of one dollar and seventy-five cents (\$1.75) per hour worked.
- 20.2** The Employer contribution, as provided herein, shall be made on eligible employees effective the date of hire.
- 20.3** 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, until the employee returns to work.
- 20.4** 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.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union National Retirement Savings Plan 401(K) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6** Effective with the May 2010 hours paid, the Employer agrees to adopt the Updated Supplemental Employer Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.
- 20.7** Effective with the May 2017 hours paid, the Operating Engineers Local #9 agrees to pay the Supplemental Employer Contribution. Effective with the May 2020 hours worked the Operating Engineers Joint Apprenticeship Committee agrees to pay the Supplemental Employer Contribution.

## **ARTICLE 21 – COMPUTER BASED TECHNOLOGY CHANGES**

- 21.1** As computer-based technology changes the employer agrees to ensure that employees are trained accordingly. In the event that the changes in computer-based technology cause the employer to consider increasing an employee's rate of pay due to the processes involved, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to implementing the changes.
- 21.2** In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article, then either party shall have the right to submit the dispute to the arbitration procedure set forth in Article 23, "Grievance and Arbitration".

## **ARTICLE 22 – GRIEVANCE AND ARBITRATION**

- 22.1** All grievances shall be handled in the following manner:

**STEP ONE:** (oral) A grievance may be filed no more than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union of the aggrieved employee or the aggrieved employee or a group of aggrieved employees to the proper supervisor involved, and the parties shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

**STEP TWO:** (written) If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of receipt of the grievance, in an effort to resolve the grievance. If the grievance is rejected at this Step of the Grievance and Arbitration procedure, the Employer will state the reasons for such rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

**STEP THREE:** (hearing) If the grievance is not settled at Step Two, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response by delivering a written notice to the Employer. Within five (5) working days of such notice, the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union and two (2) representing the Employer. The grievance may be settled by three (3) votes favoring the determining outcome. The Grievance Board shall provide the parties

a written determination within twenty-four (24) hours of the close of the hearing. The decision of this Board will be final and binding on both parties.

**STEP FOUR:** (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, the Union may request arbitration within fifteen (15) working days immediately following the decision of the Grievance Board, by delivering a written notice to the Employer of its intent to arbitrate the dispute. Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

- 22.2** The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4** If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

## **ARTICLE 23 – CHECK OFF**

- 23.1** The Employer(s) will deduct regular Union dues, initiation fees, and assessments from the wages of employees authorizing such deductions, in accordance with applicable laws, and will forward such deductions to the Union, OPEIU Local 30, 6136 Mission Gorge Road, Ste 214, San Diego, CA 92120 in a monthly lump sum payment.
- 23.2** Deduction will be in such amounts as designated by the Union and authorized by the employee. The Union shall provide the Employer(s) written notices of any change in the amount of Union initiation fees, dues, assessments and contributions. The Employer(s) will deduct the changed amount effective the month following written notice from the Union.
- 23.3** The Union shall indemnify the Employer(s) and hold it harmless against any suits, claims or liabilities that arise by reason of any actions taken or not taken by the Employer(s) under this Article.

- 23.4** The Employer(s) 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.
- 23.5** 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 Office and Professional Employees International Union, Local 30, AFL-CIO, 6136 Mission Gorge Road, Ste 214, San Diego, CA 92120, along with a listing of the names of contributors and the amounts.

## **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, ancestry, veteran status, or physical or mental disability. Discrimination on the basis of physical and mental disability shall be deemed to include the failure to make or agree to reasonable accommodation to the known physical or mental impairments of an otherwise qualified individual with a disability. The Employer may take all actions necessary to comply with the Americans with Disability Act of 1990.

## **ARTICLE 25 – UNION LABEL**

- 25.1** 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 26 – EMPLOYEE DIGNITY**

- 26.1** The Employer(s) agree(s) 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(s) 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 to be a disciplinary discussion, it will be so stated, and a Shop Steward will be present unless the employee specifically requests that the Shop Steward not be present.

## **ARTICLE 27 – QUALITY OF WORK LIFE**

- 27.1** The Employer(s) recognize(s) the right of the Union to discuss matters relating to safety, and quality of work life provided such discussions do not hinder or interfere with the progress of work.

## **ARTICLE 28 – SKILL UPGRADE**

- 28.1** Employees are encouraged to take skill upgrade training after work hours. With mutual agreement, the Employer will reimburse 100% of the cost including tuition, books and supplies upon the successful completion of the course(s).

## **ARTICLE 29 – DISCIPLINE PROCEDURE**

- 29.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause. Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

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

For less severe situations not meriting immediate discharge from employment where the employee's conduct in relation to work affects the Employer's productivity and/or operations, a progressive discipline program shall be established. Notice of progressive discipline shall be mailed to the Union.

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

**Step Two:** Written warning.

**Step Three:** Suspension from work without pay, not to exceed one week.

**Step Four:** Termination of employment 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 disciplinary problems in the interim.


## ARTICLE 30 – TERM OF AGREEMENT

**30.1** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of July 2023, to and including the thirtieth (30<sup>th</sup>) day of June 2026, and shall continue in full force and effect from year to year thereafter, unless this Agreement is terminated or changed pursuant to the following conditions:

- a) If either party elects to terminate this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party of intention to terminate, and by such action, this Agreement shall for all purposes, terminate as of the expiration date of this Agreement.
- b) If either party elects to change any of the provisions of this Agreement, such party shall, on a date not less than sixty (60) days nor more than seventy-five (75) days prior to the expiration date of this Agreement, give written notice to the other party.
- c) If either party is served with notice of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.

In witness whereof, the parties named above have signed their names and affixed the signature of their authorized representatives:

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL #9**

  
\_\_\_\_\_  
BUSINESS MANAGER  
7-20-23  
\_\_\_\_\_  
DATE

**OPERATING ENGINEERS JOINT  
APPRENTICESHIP  
TRAINING COMMITTEE**

  
\_\_\_\_\_  
COORDINATOR  
7/20/23  
\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
EXECUTIVE DIRECTOR/CFO

July 14, 2023  
\_\_\_\_\_  
DATE



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