

AGREEMENT

BETWEEN

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
OLD PUEBLO LODGE NO. 933
TUCSON, ARIZONA**

and

**OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 30
TUCSON, ARIZONA**



FEBRUARY 1, 2023 THROUGH JANUARY 31, 2026

(Health and Welfare Benefits Re-opener 2024)

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AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 16TH DAY OF February 2023 by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, OLD PUEBLO LODGE NO. 933, hereinafter known as the Employer.

ARTICLE I – PREAMBLE

The purpose of this Agreement is to establish and maintain harmonious relations between the parties and to facilitate orderly adjustment of grievances, complaints and disputes which may arise from time to time between the Employer and the Union. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

ARTICLE II – RECOGNITION

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees; specifically any phase of office and clerical work designated in the classifications set forth in Schedule “A”, exclusive of supervisors.

Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer

Section 3. The Union agrees that the Employer is entitled to receive care and diligence in the performance of duties, and assures uninterrupted work within its reasonable control and to cooperate with the Employer for the benefit of the Employer’s business during the life of this Agreement.

Section 4. The Employer agrees to recognize the geographical jurisdiction of the Office and Professional Employees International Union, Local #30 as the as the following counties of the State of Arizona:

Santa Cruz, Cochise, Graham and Pinal

ARTICLE III – MANAGERIAL RIGHTS

Section 1. The Employer has the authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline its employees or effectively recommend such action, provided, however, the exercise thereof shall be subject to the terms of the provisions of this Agreement.

Section 2. The Office Employees shall not be required to have more than one supervisor at any time. The Supervision shall be designated in writing by the Recording Secretary in

accordance with the Bylaws and Constitution of the Employer.

Section 3. No employee shall, as condition of employment, be required or permitted to participate in or do the work of the political organization of the Employer; nor shall the employees be required or permitted to campaign for any individual who is a candidate for a Union Office within the Employer's Organization.

ARTICLE IV – BONDING

When the Employer requires a Fidelity Bond of any Employee, the premium of said Bond shall be paid by the Employer.

ARTICLE V – CHECKOFF OF DUES

The Employer shall honor wage assignments executed voluntarily by employees, in the following form, when presented by the Union with such wage assignments and shall accordingly deduct from the employee's wages the regular and uniform assessments, and/or money so withheld to the Union on a monthly basis. (All such wage assignments shall be revocable in accordance with applicable State and Federal Laws.)

AUTHORIZATION FOR CHECKOFF OF DUES

TO: INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
OLD PUEBLO LODGE NO. 933

DATE _____

I hereby assign to Office and Professional Employees International Union, Local No. 30, from my wages earned or to be earned by me as your employee such sums as the said Local Union may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time by said Local Union. I authorize and direct you to deduct such amounts from my pay and to remit same at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization, and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Employer and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year or for the period of each succeeding applicable collective agreement between the

Employer and the Union, whichever shall be shorter, unless written notice is given by me to the Employer and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Employer and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302© of the Labor Management Relations Act of 1947, and otherwise. **Dues should be submitted to OPEIU Local 30 at 6136 Mission Gorge Road, Suite 214, San Diego, California 92120**

Signature of Employee _____

Address _____

ARTICLE VI – NONDISCRIMINATION

Section 1. The Employer agrees that he will not discriminate against an employee because of activity as a Member of the Union.

Section 2. No clause on this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

Section 3. There shall be no discrimination because of race, color, creed, national origin, sex or age.

ARTICLE VII – PICKET LINES

No employee shall be discharged or discriminated against for refusing to cross any picket line.

ARTICLE VIII – NON-BARGAINING UNIT EMPLOYEES

All work within the jurisdiction of the Office & Professional Employees International Union shall be performed by Office Employees within the bargaining unit.

ARTICLE IX – HOURS OF WORK

Section 1. The minimum work week for regular employees shall be forty (40) hours, five days, Monday through Friday. When mutually agreed upon by the Employer and the employee, four (4) ten (10) hour days at straight time, a total of forty (40) hours may

be substituted for five (5) eight (8) hour days Monday through Friday, provided the regular office hours do not change.

Section 2. Eight (8) consecutive hours except for lunch period, or ten (10) consecutive hours for employees on the four (4) ten (10) hour days, between 7:00 a.m. and 6:00 p.m., shall constitute a day's work at straight time rate. A one hour or one-half hour lunch period shall be taken at a time mutually agreed to, by both the Employer and Employee.

Section 3. Employees will be allowed time off during a given workday for personal appointments, such as doctor and dental appointments, etc. In order to provide continuity of operations, the employee is required to provide notice to the Employer of non-emergency medical appointments immediately following the scheduling of said appointment but no later than 24 hours prior to the scheduled appointment.

Appointments shall not conflict with another employee; should that situation arise, seniority will be the governing factor.

Section 4. Employees may use accrued Vacation or Sick time during a given workday for personal time taken such as doctor and dental appointments, etc. The substituted hours shall be paid at straight time rates.

ARTICLE X – OVERTIME

Section 1. All work performed at the direction of the Supervisor before regular starting time shall be paid at time and one-half the employees hourly rate.

Section 2. All hours worked in excess of eight (8) hours in any one day ten (10) hours for employees with a four (4) day, ten (10) hour schedule shall be paid for at the rate of time and one half the employee's regular hourly rate.

Section 3. Any employee working Saturday shall be paid a minimum of four (4) hours at the rate of time and one-half the employee's regular hourly rate.

Section 4. Any employee working Sunday shall be paid a minimum of four (4) hours at the rate of double-time the employee's regular hourly rate.

Section 5. All hours worked in excess of ten (10) in any one day, twelve (12) hours for employees with a four (4) day ten (10) hour schedule shall be paid for at the rate of double time the employee's regular hourly rate.

Section 6. All work performed during lunch period at the request of the Supervisor shall be paid at the rate of double time the employees' regular hourly rate.

Section 7. The Employer shall make every reasonable effort to notify employees twenty-four

(24) hours in advance of overtime work on Saturday or Sunday.

Section 8. All money due for overtime shall be paid at the same time regular weekly wages are paid and no more than one week's accrual of overtime moneys shall be permitted at any time.

Section 9. All employees called back to work after regular working hours, shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate with a guaranteed minimum of four (4) hours.

ARTICLE XI – REST PERIODS

Each employee shall receive two rest periods of 15 minutes in each day's work schedule. The first such rest period shall occur during the morning tour of duty prior to the lunch period and the second rest period shall occur in the afternoon tour of duty prior quitting hours.

ARTICLE XII – HOLIDAYS

Section 1. The following days shall be recognized as holidays on which the Employer will normally grant time off with pay to all employees:

NEW YEAR'S DAY	LABOR DAY
MEMORIAL DAY	THANKSGIVING DAY
FOURTH OF JULY	CHRISTMAS DAY

Section 2. In addition to the above holidays, the Office Employees covered by this Agreement shall be given an additional six (6) floating holidays with pay, versus a week shut down at Christmas. All floating holidays will be scheduled in advance and mutually agreed to by the parties.

Section 3. When any of the above holidays falls on Saturday, the preceding Friday shall be considered as the holiday.

Section 4. When any of the above holidays falls on Sunday, the following Monday shall be considered as the holiday.

Section 5. Each employee to whom such holiday is granted shall receive one days' pay computed by multiplying such employee's normally scheduled hours of work time his regular hourly rate in effect on the holiday, provided he has worked the full shift on the regularly scheduled workday immediately preceding or following the holiday, or was absent for any one of the following reasons:

(a) Was sent home because of lack of work;

- (b) Death in immediate family (spouse, legal domestic partner, parent (parent includes any person who raised you), parent of spouse, child, brother, sister, brother/sister-in-law, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, grandchild, grandparents or grandparents of spouse);
- (c) On paid vacation;
- (d) On leave due to an industrial accident or illness, limited to the first sixty (60) working days of such leave;
- (e) On jury duty or subpoenaed as a witness;
- (f) On paid sick leave.

Section 6. Whenever any of the above holidays occurs during an employee's vacation period, the employee will receive holiday pay and will not be charged with a vacation day.

Section 7. Employees not required to work on a holiday shall be paid at their regular rate of pay for that day.

Section 8. Employees required to work on a holiday shall be paid their regular pay plus double time their regular rate of pay.

Section 9. In the event any of the above holidays falls on a regular workday, Monday through Friday, and employees are not required to work, such holiday shall be considered as a day worked for the purpose of computing overtime.

Section 10. An employee laid off during the work week in which one of the above holidays occurs shall be paid for the holiday provided the employee has worked at least the equivalent of one full regular shift during such workweek.

Section 11. No work shall be performed on Labor Day, except emergency work to meet situations beyond the control of the Employer. Labor Day is construed to mean a 24-hour period from midnight to midnight legally recognized as Labor Day.

ARTICLE XIII – VACATION

Section 1. Each full-time employee who shall have been employed for six months but less than one year shall receive one week's vacation with pay.

Section 2. Each full-time employee who has completed one (1) year or more of service, shall receive two (2) weeks vacation each year with pay.

Section 3. Each full-time employee who has completed five (5) years or more of service, shall receive three (3) weeks vacation each year with pay.

Section 4. Each full-time employee who has completed ten (10) years or more service, shall receive four (4) weeks vacation each year with pay.

Section 5. An employee upon the completion of twenty-one (21) years of continuous employment, shall receive four (4) weeks and one (1) day vacation with pay. After completing each additional year of continuous employment, one additional day of vacation shall be granted until after completing twenty four (24) years of continuous employment, four (4) weeks and four (4) days vacation with pay.

An employee upon the completion of twenty-five (25) years of continuous employment, and for each year of continuous employment thereafter, shall receive five (5) weeks vacation with pay.

Regular part time employees shall receive vacation time figured on a prorated basis consistent with the time regularly employed each week/month.

Section 6. An additional one (1) week may be added to the regular vacation period when mutually agreed upon by the Employer and the employee; this additional week to be taken without pay.

Section 7. Vacations shall be granted as a period of rest and relaxation for employees and must be taken during the yearly period immediately following his or her vacation anniversary date, unless otherwise mutually agreed upon. Vacations shall be scheduled to accommodate the employee as is possible to avoid unnecessary interference with the Employer's operation. Vacation pay shall be paid in advance of start of employee's vacation and shall be computed at the employee's regular rate of pay. Employees may carry over up to seven (7) days of earned vacation from the previous year into the following year.

Section 8. Pay in lieu of vacation shall not be granted unless mutually agreed to by the parties signatory to this Agreement at the written request of the employee.

Section 9. Vacation pay earned shall be granted regardless of severance of employment.

Section 10. Employees may schedule one (1) day vacation, when mutually agreed upon.

ARTICLE XIV – SICK LEAVE AND LEAVES OF ABSENCE

Section 1. The Employer agrees to grant permanent full- time employees eight (8) days' sick leave in January of each year, up to a maximum accumulation of 30 days. On December 31st each year the employee shall cash out 5 days of unused sick leave at 100% of their current wage. All unused days will roll over to the next years bank.

Regular part-time employees shall be granted sick leave on a prorated basis, consistent with the time regularly employed each month.

Section 2. For sick leave of three or more consecutive days, the Employer may demand and receive from the employee involved, a statement from a medical doctor certifying the medical disability.

Section 3. An employee will be allowed sick leave to take care of a member of the immediate family for the duration of an illness not to exceed five (5) working days for single incident or ten (10) working days per calendar year. The Employer may demand and receive a statement from a medical doctor certifying the medical disability of a family member.

Section 4. Employees shall be granted leaves of absence without pay not to exceed one (1) year beyond the accumulation of sick leave referred to during periods of lengthy illness or lengthy disability so certified by a medical doctor. During that two-year period beyond the paid sick leave period, seniority will continue to accumulate.

Section 5. Employer shall grant leave of absence not to exceed six months in the event of maternity. Employees receiving such maternity leave shall retain and accumulate seniority during such maternity leave. An additional leave of absence may be granted for a period in excess of six months upon presentation of a doctor's certificate. Such leave of absence shall not be considered as time worked for vacation purposes.

Section 6. In cases of death in the immediate family (spouse, legal domestic partner, parent (parent includes any person who raised you), parent of spouse, child, brother, sister, brother/sister-in-law, stepparent, stepparent of spouse, stepchild, stepbrother, stepsister, grandchild, grandparents or grandparents of spouse son-in-law, daughter-in-law, and a dependent that lives in the household) and employee shall be granted a leave of absence not to exceed ten (10) calendar days, three (3) days of which shall be with pay. This leave of absence will not be charged against sick leave, unless mutually agreed to.

Section 7. Upon written request an employee who has completed one (1) year of continuous employment may be granted a leave of absence, without pay, which shall not exceed the period of six months for any just cause other than personal illness or injury. This type of leave of absence shall not be for the purpose of taking employment elsewhere. Such leave of absence shall not be charged against sick leave.

Section 8. The Employer agrees to grant a reasonable leave of absence to employees selected to perform work for the Union. In addition to the usual Union tasks, this will include conventions and conferences, provided such leave will be limited to a total of thirty (30) working days accumulated in one contract year. Employees granted such leave of absence will accumulate seniority during such leave period.

Section 9. When an employee is absent from work in order to serve as a juror, or to report for jury examination or in order to serve as a witness in a Federal or State Court of Law to which the employee is not a party either directly or as a member of a class and where such absence is in response to a legally valid subpoena, the employee shall be granted pay for those hours for which they are absent from work, during the employee's regular five-day workweek to a maximum of ten (10) work days in a twelve (12) month period. Employees may use accrued vacation or sick time less the fee or other compensation paid them with respect to such duty. Pay for work time lost shall be computed at the employee's regular hourly rate. The employee shall furnish to the Employer satisfactory evidence showing attendance as a witness that meets the requirements of this article.

Section 10. An employee who fails to return to work promptly upon expiration of an authorized leave of absence, except for satisfactory reasons to the employer, submitted in advance, may be terminated.

Section 11. At the expiration of an authorized leave of absence, the employee shall be reinstated without loss of any rights and privileges.

ARTICLE XV – UNION REPRESENTATION

Section 1. The Union Steward or Union Representative shall have the right to contact the employees covered by this Agreement while at work with respect to this Agreement within reason and without disruption to the work place.

Section 2. Time on the job to conduct Union representation activities will be granted in such a manner as will not unreasonably interfere with production. Such time granted will be without loss of pay or other benefits.

ARTICLE XVI – INSURANCE – HEALTH AND WELFARE

Section 1. On October 01, 2019 the Employer shall contribute Eighty Eight (88) percent of the monthly premium and the employee shall contribute twelve (12) percent of the monthly premium to a mutually agreed upon insurance plan for each regular full time employee and each regular part-time employee who works more than seventy (70) hours per month. In 2024 the Employer and the Union will re-open the agreement to discuss Health and Welfare benefits only.

Section 2. Payment of premiums shall be paid directly to the provider before the tenth of each consecutive month to insure continued coverage under the health and welfare plan.

ARTICLE XVII – WEEKLY DISABILITY BENEFIT

Section 1. Effective February 1, 2001, the Employment shall pay 50% of weekly wages for permanent full-time employees and 50% of prorated weekly wages according to hours regularly worked for regular permanent part-time employees, to an employee who becomes totally disabled up to a maximum of thirteen (13) weeks.

In order to qualify for this benefit, the following rules shall apply:

- a. The employee must be under the care of a physician.
- b. Disabled because of non-work-related disease or injury.
- c. Not receiving regular wages, disabled employee shall have used all accumulated sick days earned.
- d. Not be disabled because of narcotics.

Benefits will start with the first day of disability due to injury, or on the eighth day if the disability is due to illness. However, if employee is hospitalized for at least twenty-four (24) hours due to illness or injury, benefits will start on that day, even if the employee has been disabled less than eight (8) days.

Section 2. Successive disability periods separated by less than two (2) weeks of continuous active full-time work will be considered one period of disability unless the illness or injury is unrelated to the previous disability.

Section 3. A physician's report must be filed with the Employer in order to claim these benefits.

ARTICLE XVIII – UNEMPLOYMENT INSURANCE

The Employer shall provide industrial insurance coverage for all employees through the Arizona Department of Economic Security.

ARTICLE XIX – INDUSTRIAL INSURANCE

The Employer shall provide industrial insurance coverage for all employees through the State Compensation Fund of Arizona.

ARTICLE XX – PENSION PLAN

Effective February 1, 2011 the International Association of Machinists of Aerospace Workers Old Pueblo Lodge No. 933 hereby adopts the Western States Office & Professional Employees Pension Trust Updated Rehabilitation Plan schedule.

Section 1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust fund, a contribution on behalf of each regular full time and part-time employees in the following amounts:

Effective February 1, 2010 - \$2.32 per hours paid.

Section 2. The Employer agrees to make contributions in accordance with the above for new employees after the probationary period has been served.

Section 3. The employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments thereto of the Western States Office and Professional Employees Pension Trust.

Section 4. Upon retirement, an employee shall be paid a retirement bonus of Twenty dollars (\$20.00) for each year of service.

ARTICLE XXI – SENIORITY

Section 1. Newly hired employees shall be considered on a trial basis for a period of ninety (90) days from the date of hiring. At the close of the probationary period, the employee shall be considered a regular employee or regular part-time employee and shall be entitled to contract benefits as specified in this Agreement. Upon completion of their ninety (90) day probationary period, seniority shall be effective as of the original day of employment.

Section 2. There shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period.

Section 3. Seniority shall mean length of continuous service with the Employer and shall be cumulative on an officewide basis.

Section 4. An employee shall lose all seniority rights for any one or more of the following reasons:

- (a) Voluntary resignation
- (b) Discharge for sufficient and reasonable cause.

- (c) Failure to return to work within 5 working days after being recalled by registered mail, return receipt requested, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident.)
- (d) Layoff for a continuous period of more than five (5) years.

ARTICLE XXII – PROMOTIONS, DEMOTIONS AND TRANSFERS

Section 1. Promotion is hereby defined as a move from a lower labor grade to a higher labor grade. It is the intention of the Employer to fill job vacancies from within, before hiring new employees, providing employees are available with the necessary qualifications to fill the vacant position.

Section 2. Promotion shall be made on the basis of seniority and qualifications.

Section 3. An employee who is promoted to a higher position shall receive twenty (20c) cents per hour less than the rate of the new job classification. All employees so promoted shall be placed in the higher rated job for a probationary period of thirty (30) days. In the event such promoted employee successfully passes the thirty-day probationary period, that employee shall receive the rate of pay for the new job occupation retroactive to the date of promotion.

Section 4. In the event the employee does not successfully pass the probationary period, such employee shall be given their former position without any loss of seniority or pay.

Section 5. In the event of a demotion, an employee so demoted shall receive the maximum of the lower position or their present hourly wage rate, whichever is lower.

Section 6. An employee may apply for and receive a transfer to a position of another classification within the same labor grade. Such transfer to a position of another classification within the same labor grade. Any employee so transferred shall receive the same wages as in their former position.

ARTICLE XXIII – LAYOFF AND RECALLS

If a reduction of the office staff is necessary due to economic reasons, the Employer agrees to follow the procedure as outline below:

- A. The employee with the least amount of seniority in any classification will be first laid off from that job but may replace an employee in the same or lower labor grade with the least seniority in such classification providing, they have the qualification to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump back procedure may themselves move back and replace employees having the

least seniority in the same or lower labor grade providing such employee has the necessary qualifications and seniority. Employees who have suffered one bump back shall be given credit for full office wide seniority in the lower classification for purposes of any future downward moves.

- B. Notice of such layoffs shall be given two (2) weeks before the scheduled layoff or in lieu thereof, two (2) weeks pay. If an employee quits their job without giving the Employer two (2) weeks notice the employee shall forfeit any vacation pay.
- C. Any employee laid off shall be placed on the recall list for a period of one (1) year.
- D. The Employer agrees to pay full coverage to the Health and Welfare and Pension Funds for employees laid off for periods of less than ninety (90) days. In the event the layoff exceeds 90 days, employees so affected will be given the right to continue their Health and Welfare coverage through direct payments to the Fund.
- E. Laid off employees with Recall Privileges shall be offered employment in order of their seniority. The Employer shall rehire the last employee laid off, providing, however, that such employee has the qualifications for the position to be filled. The last employee laid off from a job will be the first recalled to that job.
- F. Employees recalled and reinstated to the former position held shall receive their former rate of pay in addition to any wage increases which were applied to the job classification during the period they were on the recall list.
- G. Any notice of recall to any employee who has been laid off shall be made by registered mail to the last known address of such laid off employee, with a copy sent to the Union.

ARTICLE XXIV – JOB VACANCIES

Section 1. When a position is to be filled, the Employer agrees first to notify the Union of job openings for positions covered by the Agreement and provide members of the Union an equal opportunity to fill the position. The Employer retains the right to determine the competence and qualifications of the applicants.

Section 2. Within five (5) days after a new employee starts to work, the Employer agrees to notify the Union, giving the name, address and social security number of the new employee, starting date, classification and wage rate.

ARTICLE XXV – DISCHARGE

Section 1. The Employer has the right to discharge and employee for sufficient and reasonable cause. The Employer will give written notice to the employee of such discharge, and reasons for such action.

Section 2. No employee shall be discharged because of the Union activities of Local 319. It shall not be a violation of this Agreement or an unfair labor practice, and it shall not be cause for discharge is an employee refuses to cross the legal picket line of the Union.

Section 3. If upon joint investigation by the Union and the Employer or by decision of the Board of Adjustment, or a Disinterested Party selected by the Board of Adjustment, or Mediator appointed pursuant to the terms of this Agreement, it shall be found that employee has been unjustly discharged, such employee shall be reinstated to their former position without any loss of seniority or rank and shall suffer no reduction to the date of discharge.

Section 4. If an employee is discharged for just cause the employee shall forfeit any vacation pay.

ARTICLE XXVI – RATES OF PAY

Section 1. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the table of job classifications and rates of pay in Schedule “A” which is attached hereto, and made a part of this Agreement.

Section 2. Any position not covered by Schedule “A” or any position which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. Such positions shall not be established and put into operation until such time as an agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable to agree as to the classification and rate of pay of the job in question, such dispute shall be submitted to the grievance procedure and arbitration machinery contained in this Agreement.

Section 3. The Employer reserves the right to implement a bi-weekly pay period and agrees to notify the Union at least one months in advance of their intent to do so. Should the employer change to a bi-weekly pay period, employees shall receive their paycheck no later than the closing time of their shift on Thursday every two weeks.

ARTICLE XXVII – TECHNOLOGICAL CHANGES

In the event of proposed technological changes, such as the introduction of automatic office machinery, the Employer agrees to discuss with the Union Representative and agree on such changes before they are made and further agrees to offer such employment to the present employees before hiring from the outside market. The Employer further agrees to institute a training program for employees who wish to accept employment in these automated positions.

ARTICLE XXVIII – GRIEVANCE MACHINERY AND ARBITRATION

Section 1. A grievance within the meaning of this Agreement shall be a 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 provisions of this Agreement.

Section 2. Aggrieved employees shall present their grievance within 30 days of its occurrence, or such grievance will be deemed waived by the Union and the Employer.

Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed.

STEP 1. The employee and the Union Representative, or the employee individually but in the presence of a witness, shall take up the complaint with the immediate supervisor during regular hours. In the event the complaint is not satisfactorily settled within two working days the employee and/or Union Representative shall submit a grievance in writing and forward the grievance to the immediate supervisor.

STEP 2. The Union Representative shall discuss the grievance during regular working hours with the immediate supervisor. In the event the grievance is not satisfactorily adjusted within two additional working days, both parties shall complete and sign the grievance record form and forward the matter to the Employer's Grievance Committee.

STEP 3. The Union Grievance Committee and the Employer's Grievance Committee shall discuss the grievance during regular working hours. On the event of failure to reach a satisfactory adjustment within five additional working days, both parties shall complete the grievance record and sign the grievance record form and forward the matter to the Board of Adjustment within three (3) working days thereafter, in writing.

STEP 4. The Adjustment Board shall consist of two (2) Representatives appointed by the Employer and two (2) Representatives appointed by the Union. Each party shall appoint its Representatives to the Board within three (3) days from receipt of the appeal to the Board.

STEP 5. The Board shall take up within seven (7) days and render its decision within five (5) working days after the hearing of the grievances or disputes which the parties hereto have been unable to adjust. The decision of the majority of the board shall be final and binding upon the parties to this Agreement.

Section 4. In the event the Adjustment Board fails to make a decision within five (5) days after hearing the grievance, the Board will no longer have jurisdiction, and the Union may make written demand for arbitration within seven (7) days thereafter.

Section 5. Within three (3) working days after a written demand for arbitration, a representative of each party shall meet by mutual agreement and select an arbitrator. If they fail to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as such arbitrator. Upon receipt of said list, the representatives will select one of the five (5) persons satisfactory to both. Failing to agree, they shall alternately strike one (1) name from the list until only one (1) name remains. A flip of the coin shall determine the party of first strike.

Section 6. The Arbitrator shall hear this grievance at his earliest convenience and his decision shall be final binding.


Section 7. The Arbitrator shall have no power to alter, amend, change, and add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the written grievance, and if so, what the remedy shall be. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of the other. The fees and expenses of the Arbitrator shall be borne by the Employer and the Union. Each party shall pay any expenses incurred by it in presenting and preparing its case.

Section 8. It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. Therefore, the Employer agrees that he will not lock out his employees and the Union agrees that it will not sanction a strike, slow down or work stoppage during the life of this Agreement.

ARTICLE XXIX – TERMINATION AND RENEWAL

All terms and conditions of this Agreement shall take effect upon the signing of this agreement, and shall be retroactive to February 1, 2023 and shall remain in effect through January 31, 2026, and shall continue in effect from year to year thereafter, unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that, in the event the Union serves written notice in accordance with this section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, and other provisions to the contrary notwithstanding.


**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS OLD PUEBLO LODGE 933**



Rick A. Vargas
Directing Business Representative

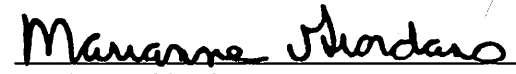


Junior Alegria
President



Stefeny Gutierrez
Secretary Treasurer

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



Marianne Giordano
Executive Director/CFO

SCHEDULE “A”

RATES OF PAY – FULL TIME EMPLOYEES

EFFECTIVE: February 1, 2023

	2/1/2023	2/1/2024	2/1/2025
	3%	3%	3%
Labor Grade 1			
Administrative Assistant	\$20.00		
Labor Grade 2			
Office Manager	\$22.00		

All negotiated benefits and wages are hereby made retroactive to February 1, 2023.

WORKING ALONE – When an employee is required to work alone due to other employee(s) being absent, that employee shall receive an additional \$1.00 per hour over and above the employee’s regular rate of pay.

Employees who retire, or are laid-off, or are deceased during an earning period for supplemental wage payment, shall receive a prorated supplemental wage payment equal to the amount of time that the employee was on the active payroll during such earning period, or on approved leave of absence during such earning period. (In the case of a deceased employee, the earned supplemental wage payment will be paid to the employee’s beneficiary on record, or estate).

ECONOMIC STABILIZATION PROGRAM

The Wage Increase adjustments provided for in this Article of the Agreement shall be effective only to the extent they may be lawfully paid.

MILEAGE EXPENSE

The Employer agrees to pay the current mileage rate as in effect for Federal Employees to all employees for the use of the employee’s moto vehicle when the Employer requests an authorized the employees to perform errands for the employer. Such errands shall not be made during the employee’s lunch period, unless specifically requested by the Employer.

GENERAL PROVISIONS

Any employee, who prior to the date of this Agreement was receiving more than the wage rate designated in this Agreement for the Labor Grade in which he or she is engaged, or benefits throughout the operation of or due to the signing of this Agreement.

Nothing in the Agreement shall prevent the Employer from paying a higher rate of pay if this pay is commensurate with the employee's ability.

REGULAR PART-TIME EMPLOYEES

The services of regular part-time employees may be utilized when necessary, so long as the use of such employees does not tend to displace regular employees or avoid the employment of additional regular full-time employees.

Regular part-time employees shall be hired as permanent employees who report to work each week and who normally work less than forty (40) hours per work week.

Regular part-time employees shall receive thirty-five (35) cents per hour less than the scale provided for in their Labor Grade while serving their probationary period.

Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for the regular employees, except vacations and sick time shall be figured on a prorated basis consistent with the time regularly employed each month. Pension and Health and Welfare shall be paid for regular part-time employees employed seventy (70) or more hours per month. When a holiday falls on a regular working day of a Regular Part-time Employee, the employee shall receive the holiday with pay.

TEMPORARY EMPLOYEES

Temporary Employees are employees who are employed whenever an unexpected situation arises which necessitates the hiring of a temporary employee to work on a day-to-day basis when need, so long as the use of such employee does not tend to displace regular or regular part-time employees or avoid the employment of additional regular full time employees.

Temporary Employees shall receive thirty-five (35) cents per hour less than the scale provided for their Labor Grade.

Temporary Employees shall receive the minimum of four (4) hours work or pay whenever called or put to work, and shall be paid time and one-half for all work performed in excess of eight (8) in any one day; time and one-half for Saturdays; double time for all hours in excess of ten (10) in any one day; double time for all time worked on Sundays and Holidays.

JOB CLASSIFICATIONS

ADMINISTRATIVE ASSISTANT:

Clerk
Typist
Prepare Mailing/Maintain Current Mailing List
Word Processor/Computer
Filing/Receptionist
General Clerical
Assist Editor
Payroll as directed by Office Manager
Dues Processing
Preparation of Bank Deposits
Delinquent Notices, etc.
Prepare weekly "Rolling List"
Maintain Membership Records
Maintain Stewards/Membership List
Bookkeeper
Prepare Grand Lodge Report
Prepare all Reports as directed by Office Manager

The above does not constitute all the varied job assignments for each Labor Grade, only some of the most important ones.

OFFICE MANAGER:

Combination of above Labor Grades. Plus
Executive Administrative Assistant
Full Charge Bookkeeper
Assist Editor
Payroll Taxes
Government Reports
Accounts payable
Per Capita

The Office Manager shall report directly to the Directing Business Representative of Lodge No. 933.