

COLLECTIVE BARGAINING AGREEMENT

between

**International Association of Bridge, Structural, Ornamental &
Reinforcing Iron Workers, Local No. 75**

and

**Office & Professional Employees International Union,
Local No. 30**



May 1, 2020 through April 30, 2023

Wage Opener May 1, 2021, 2022

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COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30
and
INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING
IRON WORKERS, LOCAL NO. 75

This Agreement entered into this 1st day of May, 2020 by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the Union and **INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL & REINFORCING IRON WORKERS, LOCAL NO. 75**, hereinafter known as the Employer.

ARTICLE I - PREAMBLE

The purpose of the Agreement is to establish 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, clerical, technical and professional employees, exclusive of supervisory employees with authority to hire, transfer, suspend, layoff, re-call, promote, discharge or discipline other employees or effectively recommend such action. If, in connection with the foregoing, the exercise of such authority is not of merely routine nature, but requires the use of independent judgement.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.
- Section 3. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge, or otherwise change status, and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article.
- Section 4. The Employer or his representative shall make known to the employee the duties she/he is to perform and from whom she/he is to receive his instruction.
- Section 5. No employee shall, as a condition of his employment, be required or permitted to participate in any internal political action of their Employer, nor shall they be required or permitted to campaign for any individuals who are candidates for a union office.
- Section 6. The employees assure the Employer that they shall keep all business of the Employer confidential including any and all information in files, records, correspondence or otherwise obtained at their place of employment. Violations of the above will be brought to the attention of the employee, and may result in immediate discipline or discharge.

ARTICLE III - BONDING

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

ARTICLE IV - WAGE SCALES AND CLASSIFICATIONS

- Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scale shown in Exhibit "A" of this Agreement.
- Section 2. It is expressly agreed that the wage scale herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above the minimum, be granted an increase in pay before the period specified, or be advanced or promoted in the service of the Employer.
- Section 3. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification for the work day of four (4) hours or more.
- Section 4. Any position not covered by Exhibit "A" or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance and arbitration machinery contained in this Agreement.

ARTICLE V - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

- Section 1. All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in actions arising from membership in the Union.
- Section 2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in the Agreement, and shall be entitled to all contract benefits.
- Section 3. The Temporary employees must be informed at the start of employment and may not work past three (3) months of employment, except as replacement for periods of sick leave, vacation or leave of absence.
- Section 4. Regular part-time employees must be covered by all the conditions set forth in the Agreement for regular employees.

ARTICLE VI - HOURS OF WORK

- Section 1. The minimum work week for regular full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days, Monday through Friday, with the exclusion of a lunch period to be taken no later than five (5) hours after the start of the work day. All

time worked in excess of eight (8) hours in any one day shall be paid for at the rate of time and one-half (1-1/2). All time worked in excess of forty (40) consecutive hours per week, Monday through Friday, shall be paid for at the rate of time and one-half (1-1/2). Employees must have prior approval by the Business Manager before working overtime.

Should economic conditions deteriorate to the point where the Employer feels he must reduce the number of hours worked by the management employees and the bargaining unit employees, he may reduce the bargaining unit employees hours to thirty-five (35) hours per week provided written notice is given to Office and Professional Employees International Union, Local No. 30, prior to such reduction in hours. Once implemented, any such reduction in hours shall be reviewed by the Employer and the Local Union at ninety (90) day intervals to determine the need for continuance of the reduction in hours. At no time will any new employees be hired while reduction in hours is in effect, except for replacements, or unless agreed to by Local Union No. 30.

- Section 2. Upon mutual agreement between the Employer and the employees, those employees desiring to work a four (4) day week consisting of forty (40) hours, Monday through Friday, may do so. The regular work week for such employees shall consist of ten (10) hours per day, four (4) days, not to exceed forty (40) hours in any one week. Any time worked in excess of ten (10) hours in any one day shall be paid for at the rate of time and one-half (1-1/2). Any time worked in excess of forty (40) hours in any one week, Monday through Friday, shall be paid for at the rate of time and one-half (1-1/2). This option may be canceled at any time by either Employer or employees by either party giving the other five (5) days notice.
- Section 3. Any work performed on Saturday shall be paid for at the rate of time and one-half (1-1/2). Any work performed on Sunday shall be paid for at the rate of double time. Employees reporting for work shall receive not less than two (2) hours pay at the applicable rate if no work is provided.
- Section 4. When an employee must return to work after the completion of the regular eight (8) hour day, Monday through Friday, they shall be compensated at the rate of time and one-half (1-1/2) for not less than two (2) hours.

ARTICLE VII - TECHNOLOGICAL CHANGES

- Section 1. In the event of technology changes, the employer agrees to notify the Union Representative.
- Section 2. Any job created by virtue of such technological changes shall be posted for bidding among employees. In the event training programs are necessary, the Employer agrees to institute or pay for such training at a facility mutually agreed upon by the Employer and the employee.
- Section 3. Senior employees shall be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant job.

ARTICLE VIII - NON-DISCRIMINATION

- Section 1. The Employer agrees that he will not discriminate against an employee because of his

activity as a member of the Union or because of non-membership in the Union.

- Section 2. Neither the Employer nor the Union in carrying out their obligations under this contract shall discriminate in matters of hiring, training, promotions, transfer, layoff, discharge or otherwise because of race, creed, color, national origin, marital status, sex, age, religion or handicap.

ARTICLE IX - HOLIDAYS

- Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a minimum of nine (9) holidays with pay. As many of these holidays as possible are to coincide with the holidays observed by the Employer. (See Exhibit "B"). The Martin Luther King holiday shall be recognized when the Employer receives the same holiday from its signatory contractors. Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday at the option of the Employer.
- Section 2. All employees required to work on any holiday shall be compensated at the rate of time and one-half (1-1/2). Those not required to work on holidays shall receive their straight time rate of pay.
- Section 3. In the event any of holidays observed in this Article, Section 1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each holiday so occurring, at the Employer's option.
- Section 4. A REGULAR PART-TIME EMPLOYEE shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed.
- Section 5. No work shall be performed on Labor Day except in extreme emergencies.

ARTICLE X - VACATIONS

- Section 1. Each employee in the employ of the Employer for at least one year (1) shall receive one (1) week's vacation with pay.
- Section 2. Each employee in the employ of the Employer for two years or more shall receive two (2) weeks' vacation with pay.
- Section 3. Each employee in the employ of the Employer for five years or more shall receive three (3) weeks' vacation with pay.
- Section 4. It shall be mandatory that all vacation time accumulated be used each year,, unless the inability to take vacation was caused by the needs of the Employer's business and mutually agreed upon by the employer and employee, in which case the employee shall be compensated for such unused vacation time on each anniversary date of employment.
- Section 5. Whenever possible, the Employer shall grant vacation time to accommodate the employees. All vacation requests must be submitted to the employer in advance of the requested time off for approval.
- Section 6. Senior employees shall be given preference in the selection of vacation periods.
- Section 7. Should an employee's service be terminated, they shall be paid the pro rata portion of all earned but unused vacation in accordance with the terms of this Agreement. An employee resigning without giving notice as required in Article XVI, Section 2 of this

Agreement shall not be entitled to any accrued vacation pay or severance pay. Furthermore, there will be no payment of pro rata vacation should an employee terminate prior to the completion of one (1) full year of employment. Periods of absence from work due to sickness as provided in Article XI during the employment term shall be considered as time worked in the computation of vacation credit.

ARTICLE XI - SICK LEAVE AND LEAVE-OF-ABSENCE

- Section 1. All permanent employees shall be granted with pay twelve (12) days sick leave per year, accumulated at the rate of one (1) day per month from date of hire.
- Section 2. Sick leave shall be granted only in case of sickness or injury. The employee must notify the employer at a minimum of (1) one hour prior to their scheduled shift start time, unless in the case of an emergency the employee will contact the office as soon as possible.
- Section 3. All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of thirty (30) working days to be used as needed, with pay, in case of prolonged illness.
- Section 4. At the Employer's option, after twelve (12) months of continuous service, an employee may obtain a leave-of-absence due to a sickness or other causes, without pay, which shall not exceed six (6) months. Such leave-of-absence shall be verified in writing, in triplicate, once copy to the Employer, one copy to the Union, and one copy to the employee. At the expiration of such leave, the employee shall be reinstated without loss of any of their rights or privileges of seniority.
- Section 5. If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30, including conventions and conferences, at the Employer's option, the employee may be granted a reasonable time off.
- Section 6. JURY DUTY PAY: When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits. When an employee is excused from jury duty they must return to the job.
- Section 7. BEREAVEMENT LEAVE: In the case of death in the immediate family, an employee shall be granted a leave-of-absence of five (5) work days, of which three (3) working days shall be with pay and two (2) working days shall be without pay, in State, and seven (7) work days will be recognized, of which five (5) working days shall be with pay, and two (2) working days shall be without pay for out of-State. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following: Spouse, parents, spouse's parents, children, step-children, brothers and sisters. The same amount of time as set forth above shall be granted without pay, upon request for a leave of absence, in the event of the death of an employee's grandparents, grandchildren, brother-in-law or sister-in-law.

ARTICLE XII - WELFARE

- Section 1. The employer agrees to provide health and welfare coverage for all regular employees through the California Field Ironworkers Health and Welfare plan.
- Section 2. Contributions shall be due by the Employer and coverage shall be provided by the

Ironworkers Local Union 75. Work as used herein includes paid holidays, vacation and sick leave.

Section 3. Health and Welfare coverage shall include the following:

1. For employees and their eligible dependents:

- a. Comprehensive Hospital Medical Benefits and Prescription Drug Program
- b. Dental and Orthodontic Benefits
- c. Vision Care Benefits

2. For employees only:

- a. Extended Disability Benefits as defined by the plan.
- b. Life Insurance Benefits and Accidental Death and Dismemberment Benefits as defined by the plan.

Section 4. The Employer shall contribute to the fund a monthly amount which is required to maintain in effect the benefits listed in Section 3.

Section 5. The Employer contribution, as provided herein, shall be made on eligible employees as defined by the plan.

Section 6. The employer shall continue for the first calendar month following the month in which the employee begins sick leave or personal leave-of-absence, or layoff. Thereafter, the employee shall make provisions for the payment of full amount of the contribution which is then to be paid by the employee.

ARTICLE XIII - SENIORITY

Seniority is defined as an employee's continuous service with the Employer based upon the time actually spent on the payroll plus approved absence. An employee will lose seniority if he is discharged for just cause; when he quits; or when he has been laid off for a period in excess of one (1) year. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain his seniority.

ARTICLE XIV - LAYOFF AND REHIRE PROCEDURE

When it becomes necessary to layoff employees, they will be laid off according to their seniority, without regard to classification, provided the employee with greater seniority is capable and willing to perform work available in the office. Recalls will be made in the reverse order of layoff.

ARTICLE XV - UNEMPLOYMENT INSURANCE

Employer shall provide unemployment insurance coverage for all employees through the Employment Security Commission.

ARTICLE XVI - TERMINATION OF EMPLOYEE

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. It is also agreed that progressive discipline will be used unless it is determined the act is aggregate for example theft. The Employer agrees to advise the Union of any such discharge and the reasons thereof prior to such action.
- Section 2. Regular employees after six (6) months' service shall be required to give one (1) week's notice prior to resignation; and the Employer shall be required to give one (1) week's notice prior to laying off any employee who has served at least six (6) months or one (1) week's salary in lieu of notice to such employee. In the case of notice to regular employees who shall have served three (3) years or more, two (2) weeks' notice shall be required from either the employee or the Employer or two (2) weeks' salary in lieu thereof.
- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay.
- Section 4. Vacation or vacation pay shall in no way be construed as payment for notice or termination pay.
- Section 5. Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article XXI and shall be binding, notwithstanding any other clauses in this Agreement.

ARTICLE XVII - JOB VACANCIES

The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement. They shall notify the Union.

ARTICLE XVIII - VOTING

All existing State and Federal Statutes or Decisions with regard to State and National elections, etc., shall be complied with.

ARTICLE XIX - VISITATION

With the Employer's permission, it is mutually agreed that an employee has the right to discuss any grievances with the Union Representative during working hours.

ARTICLE XX - REIMBURSEMENT TO EMPLOYEES

- Section 1. Office employees are not to furnish normal office equipment or supplies unless properly reimbursed; and, if any office employee incurs any expenses during the performance of his/her duties, he/she shall be reimbursed.

Section 2. Employees who are required to use their own vehicle to travel during working hours performing Employer's business shall be paid mileage at the current federal mileage reimbursement rate plus any expenses incurred for parking, etc.

Section 3. Employees who are required to travel out of town for the Employer shall be paid for any lost time at the regular hourly rate of pay, plus any expenses incurred for meals, transportation and lodging upon presentation of receipts for same.

ARTICLE XXI - GRIEVANCE AND ARBITRATION

Section 1. 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 and shall be processed in the following manner:

- a. An aggrieved employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after grievance occurs.
- b. If the grievance is not settled in the first step within two (2) working days, it shall be presented in writing through the Union to the Employer within five (5) working days thereafter.
- c. If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either the Employer or the Union may request in writing that the matter be submitted to a Board of Adjustment within three (3) working days thereafter. The Board of Adjustment shall be comprised of two (2) representatives of the Union to be selected by the Union and two (2) representatives of the Employers signatory to this Agreement and shall be selected by the Employer involved in the grievance. The Board of Adjustment shall render its decision within five (5) working days after submission.
- d. If the Board of Adjustment is unable to reach a decision in five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the option of scratching two (2). Decision of the arbitrator is to be final and binding, with the expense of the arbitrator to be divided equally by the parties. Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.
- e. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify, or otherwise change any terms or conditions of the collective bargaining agreement.

ARTICLE XXII - UNION SHOP CARD

The Employer agrees to permit the display of a Union Shop Card signifying that the office is staffed by members of the Office and Professional Employees International Union, Local 30, AFL-CIO and under

agreement with the Union. This card is to be property of the Union.

ARTICLE XXIII - SEVERABILITY

In the event that any provisions of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void and its exclusion shall in no manner affect the balance of this Agreement.

ARTICLE XXIV - PENSION

- Section 1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of three dollars (\$3.00) per hour worked. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.
- Section 2. This shall apply to all employees not presently covered by another pension plan which is completely Employer paid.
- Section 3. Regular part-time employees who work over eighty (80) hours per month shall be covered by the provisions of this Article.
- Section 4. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments hereto, of the Western States Office and Professional Employees Pension Trust Fund.
- Section 5. The Employer agrees to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount of \$2.40 per hour listed in the Updated Supplemental 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 XXIV.

ARTICLE XXV - ANNUITY

Effective May 1, 2018 employees who have completed their probationary period will receive a contribution of \$.50 per hour from the employer to the California Field Ironworkers Annuity Plan. Employees will then receive a contribution from the employer to the Annuity account every year of employment at \$.50 intervals not to exceed \$3.00 per hour worked.

ARTICLE XXVI - DURATION

This Agreement shall be in full force and effect on and after the 1st day of May, 2020, to and including the 30th day of April, 2023, and shall be automatically renewed from year to year, unless the Union or the signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement prior to May 1, 2023. If agreement upon such amendments or modifications is not reached before the 30th day of April, 2023, this Agreement automatically terminates unless prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time. This agreement shall be opened for Wages only, prior to May 1, 2021 and 2022.

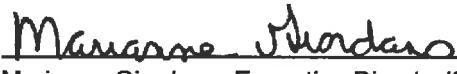
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

International Association of Bridge, Structural,
Ornamental & Reinforcing Iron Workers,
Local No. 75



Jason L. Sangster, Business Manager/Financial
Secretary - Treasurer

Office and Professional Employees International
Union, Local No. 30



Marianne Giordano, Executive Director/CFO



EXHIBIT "A" WAGE ASSIGNMENTS

Group I:

Receptionist/Typist \$14.54

Group II:

General Office Wrkr./Data Entry Clrk \$18.53

Group III:

General Secretary/Bookkeeper Asst. \$21.48

Group IV :

Executive Secretary/Bookkeeper \$24.14

Employees falling in Group II shall be able to perform any one or all of the operations, plus those listed in Group 1.

Employee falling in Group III shall be able to perform any one or all of the operations, plus those listed in Group I and Group II.

General Secretary - In addition to being a General Office Worker, this classification also includes one who exercises independent judgement in answering confidential correspondence without direction or dictation.

Employees falling in Group IV must be able to answer personal and confidential correspondence, with or without dictation, or outline the duties of the other job descriptions, or is the personal secretary of the office manager or Business Manager of the Employer or have complete charge of the books of the Organization.

EXHIBIT "B" HOLIDAYS

The following list of holidays are submitted for observance:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Day After Thanksgiving
- Christmas Eve Day
- Christmas Day