

COLLECTIVE BARGAINING AGREEMENT

between

**International Union of Operating Engineers,
Local No. 428**

and

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



May 1, 2022 through April 30, 2025

m

ARTICLE I - PREAMBLE.....	1
ARTICLE II - RECOGNITION	1
ARTICLE III - BONDING	1
ARTICLE IV - WAGE SCALES, CLASSIFICATIONS AND WAGES ASSIGNMENTS.....	2
ARTICLE V - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES	2
ARTICLE VI - HOURS OF WORK	3
ARTICLE VII - TECHNOLOGICAL CHANGES	3
ARTICLE VIII - NON-DISCRIMINATION	4
ARTICLE IX - REST PERIODS.....	4
ARTICLE X - HOLIDAYS	4
ARTICLE XI - VACATIONS	5
ARTICLE XII - SICK LEAVE AND LEAVE OF ABSENCE	5
ARTICLE XIII - WELFARE.....	6
ARTICLE XIV - SENIORITY	6
ARTICLE XV - LAY OFF AND REHIRE PROCEDURE	6
ARTICLE XVI - DISCHARGE	7
ARTICLE XVII - JOB VACANCIES	7
ARTICLE XVIII - VOTING	7
ARTICLE XIX - VISITATION.....	7
ARTICLE XX - REIMBURSEMENT TO EMPLOYEES	8
ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURES	8
ARTICLE XXII - PENSION.....	8
ARTICLE XXIII - UNION SHOP CARD	9
ARTICLE XXIV - SEVERABILITY	9
ARTICLE XXV - DRUG TESTING.....	10
ARTICLE XXVI - DURATION	10
EXHIBIT "A" WAGES	11
EXHIBIT "B" HOLIDAYS	12
EXHIBIT "C" IUOE FRINGE BENEFITS.....	13

COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL UNION NO. 30
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 428

This Agreement is entered into this 1st day of May 2022, by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the Union, and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 428, AFL-CIO**, hereinafter known as the Employer.

ARTICLE I - PREAMBLE

The purpose of this 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 with respect to hours, wages and working conditions of all the employees coming under the jurisdiction of this Agreement: Specifically, any phase of office or clerical work.

Section 2. Because the employees of the employer are all represented by affiliate locals of the Office and Professional Employees International Union, AFL-CIO and are subject to the jurisdictional requirements of the organization, the Employer agrees to the following: To recognize the geographical jurisdiction of the Office and Professional Employees International Union, as the following counties of the State of Arizona: Santa Cruz, Pima, Cochise, Greenlee, Graham and Pinal. All other counties of the State of Arizona not listed above, shall be the jurisdiction of Office and Professional Employees International Union, Local No. 30.

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

Section 3. The Employer recognizes the fact that bonafide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, or effectively recommend same, 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 employees the duties he/she is to perform and from whom he/she is to receive his/her instructions.

Section 5. No employee shall, as a condition of his/her employment, be required or permitted to participate in any internal union political action of their Employer, nor shall he be required or permitted to campaign for any individuals who are candidates for the union office.

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, CLASSIFICATIONS AND WAGES ASSIGNMENTS

- Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scales shown in Exhibit "A" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided for are minimum scales. It should not be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before the period specified or be advanced or promoted in the service of the Employer.
- Section 3. The Employer has the right to move employees to different classifications. Any employee working on a combination of classifications for four (4) hours or more shall be paid the wage scale of the highest classification for that work day, unless the employee is an "in training" employee, in which case the employee shall be paid at their normal rate of pay. Upon the "signing off" by each departments trainer the newly trained employee shall be at the rate according to classification when working in that classification and in accordance to all other provisions in this Agreement.
- Section 4. Any position not covered by Exhibit "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. 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 procedure and arbitration machinery contained in this Agreement.
- Section 5. The Employer shall honor Wage Assignments executed voluntarily by employees when presented by the union with such wage assignments and shall accordingly deduct from the employee's wages the regular dues, initiation fees, reinstatement fees, regular and uniform assessments when certified by the Union to be due and owing and shall promptly remit all money so withheld to the Union. (All such assignments shall be revocable with applicable State and Federal laws).
- Section 6. The Union agrees to indemnify and hold the Employer harmless against any and all claims demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer in reliance upon the check-off authorization and Union security provisions of this Agreement; provided however, that the Employer will give the union timely notice of any such claim and an opportunity to defend them.

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

- Section 1. All employees may be regarded as probationary employees for the first one hundred eighty (180) days of employment. There shall be no responsibility of re-employment of probationary period, except that the Union reserves the right to take up grievances resulting from activities in or actions arising from membership in the Union. Fringe benefits payments shall begin on a probationary employee after the first one hundred and eighty (180) days. Benefits shall be retroactive to the ninety-first (91st) day. A temporary employee must be informed of such at the start of employment and may not work past six (6) months of employment except as replacement for periods of sick leave, vacation or leave of absence. Fringe benefit payments shall begin on a temporary employee after the first one hundred eighty (180) days. All employees shall be cross trained and upon completion of training they will be signed off by trainer as completely trained.

Section 2. At the close of the probationary period the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits.

Section 3. Regular part-time employees must be covered by all the conditions as set forth in the Agreement for regular employees, providing they work 32 hours per week or 128 hours per month. Fringe benefits shall begin on a part-time employee after the first one hundred and eighty (180) days. Benefits shall be retroactive to the 91st day. At the employer's discretion Fringe Benefits can be provided prior to the completion of the probationary period.

Refer to Exhibit's "A", "B", "C".

ARTICLE VI - HOURS OF WORK

Section 1. The regular work week for full-time employees shall be forty (40) hours, five (5) consecutive days, Monday through Friday (7 a.m-4 p.m.). All pre-approved 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 ½).

Section 2. In the event the office is closed early by the Business Manager those hours will be paid time, unless closing early is agreed to by employee or employees effected by closing early.

Should economic conditions deteriorate to the point where the Employer feels he must reduce the number of hours worked by Local Union 30 employees, he may do so provided written notice is given to O.P.E.I.U. 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 No. 30 Business Representative at ninety (90) day intervals to determine the need for a continuance of the reduction in hours. In any event the number of hours scheduled to make up the regular work week shall be the same for all employees, except branch offices where it may not be feasible to do so. At no time will any new employee be hired while a reduction of hours is in effect, except for replacements, or unless agreed to by Local No. 30.

Section 3. Any work performed on Saturday or Sunday shall be paid for at the rate of time and one-half (1 ½). On Sundays or holidays no employee shall be paid for less than three (3) consecutive hours of work. Employees reporting for work on straight time days shall receive not less than three (3) hours pay.

Section 4. When an employee must return to work after completion of the regular eight (8) hour day, Monday through Friday, he shall be compensated for not less than three (3) hours. If an employee is required to work on Saturday, Sunday or holidays, after the hours of his stipulated eight (8) hour day, he shall be compensated at the stipulated rate of pay for each hour worked and for not less than three (3) hours of work.

ARTICLE VII - TECHNOLOGICAL CHANGES

Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, computers, other automated office machines, the Employer agrees to discuss such changes with the Union Representative before such changes are made.

- Section 2. Any job created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.
- Section 3. In the event a job is created by technological changes, the Employer is willing to accept the responsibility for training the people in place before he hires outside, provided they can be trained within twenty (20) consecutive working days.

ARTICLE VIII - NON-DISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, lay-off, discharge or otherwise because of race, color, creed, national origin or sex.

ARTICLE IX - REST PERIODS

- Section 1. All employees will have a designated unpaid lunch period every day of one (1) hour.
- Section 2. Fifteen (15) minutes shall be allowed in the morning and fifteen (15) minutes in the afternoon of each working day as a rest period for employees. This time shall not be taken as to be any continuance of the employee's lunch hour, nor to disrupt the regular office routine unless so arranged with the Employer.

ARTICLE X - HOLIDAYS

- Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a minimum of eight (8) holidays with pay. As many of these holidays as possible are to coincide with the holidays observed by the Employer. (See Exhibit "B")
- Holidays set forth in accordance with Exhibit "B" hereof, falling on Saturday or Sunday shall be observed either on Friday or Monday, at the option of the Employer.
- Section 2. All full-time employees required to work on any holiday shall be paid double (2x) time. Those not required to work on holidays shall receive their regular pay only.
- Section 3. In the event any of the holidays observed in this Article, Section 1, occur during the period of an employee's vacation, the holiday will be paid in lieu of vacation time.
- Section 4. A temporary employee shall be paid for a holiday after one hundred and eighty (180) days of employment, if he/she has worked the day preceding and the day following the holiday.
- Section 5. 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 6. No work shall be performed on Labor Day except in extreme emergencies.

ARTICLE XI - VACATIONS

- Section 1. Each employee will receive one (1) week after the first anniversary date. Each employee who shall have been employed for two (2) years but less than five (5) years shall receive two (2) weeks' vacation with pay accrued at five-sixths (5/6) day per month. Vacation days are allowed to be taken after the completion of an anniversary year. (i.e. One week after the end of one year of employment, two weeks after the end of the second year of employment, two weeks after the end of the third year of employment, etc.)
- Section 2. Each employee who shall have been employed one (1) year but less than three (3) years shall receive one (1) week vacation with pay.
- Section 3. Each employee who shall have been employed three (3) years but less than ten (10) years shall receive two (2) weeks' vacation with pay.
- Section 4. Each employee who shall have been employed ten (10) years but less than 15 shall receive three (3) weeks' vacation with pay.
- Section 4a. Each employee who shall have been employed fifteen (15) years or more shall receive four (4) weeks' vacation with pay.
- Section 4b. Each employee hired before May 1, 2015, who shall have been employed twenty (20) years or more shall receive five (5) five weeks' vacation with pay accrued at two and one-twelfth (2-1/12) days per month.
- Section 5. Regular part-time employees shall be entitled to vacation time pro-rated according to hours worked in accordance with Sections 1 and 4b. above.
- Section 6. Senior employees shall be given preference in the selection of vacation periods. However, once management has granted vacation, it shall not be altered by requests from more senior employees.
- Section 7. Employees shall be allowed to take their full vacation in consecutive weeks at a time mutually agreeable between the employee and the employer. Whenever possible, the Employer shall grant vacation time to accommodate the employee; however, such vacation period must be arranged to avoid unnecessary interference with the Employer's operation. No vacation shall be allowed to carry over from one anniversary year to the next anniversary year.

ARTICLE XII - SICK LEAVE AND LEAVE OF ABSENCE

- Section 1. All employees shall be granted with pay twelve (12) days sick leave, accumulated at the rate of one and one (1) days per month from date of hire. The Parties expressly agree that the paid sick leave entitlements provided to employees under "The Fair Wages and Healthy Families Act", effective July 1, 2017 do not apply to employees covered under this Agreement and agree to expressly waive any entitlement set forth therein.
- Section 2. Sick leave shall be granted only in case of sickness or injury. Employee's time for doctor's appointments/medical appointments will be taken in 30-minute increments and will be deducted from accrued sick time, upon a prior 48-hour minimum notice to and approval of the Business Manager. For sick leave of three (3) or more consecutive days, the Employer may request and receive from the employee involved a statement from a medical doctor certifying the medical disability.

- Section 3. 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 and such leave of absence shall be verified in writing, one copy to the Employer, one copy to the employee and one copy to the Union. At the expiration of such leave, the employee shall be reinstated without loss of any of his/her rights or privileges of seniority. However, vacation time and sick leave will not be accumulated during such leave of absence.
- Section 4. 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 5. When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits. The difference between jury pay and regular salary shall be paid by the Employer up to a maximum of seven (7) days. The employee shall return to work each day if excused from jury duty before the end of his/her regular shift.
- Section 6. In the case of death in the immediate family, an employee shall be granted a leave of absence of three (3) working days with pay in state, and five (5) days with pay out of State. Immediate family shall consist of the following: spouse, parents, spouse's parents, children, stepchildren, brothers and sisters, and grandparents.

ARTICLE XIII - WELFARE

The Employer agrees to continue the following coverage for all employees under the Operating Engineers, Local No. 428 Health and Welfare Trust Fund.

Welfare contribution increases will be borne by the employer for the duration of this agreement and will be paid consistent with the IUOE 428 and AGC agreement.

Refer to Exhibit "C".

ARTICLE XIV - 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/she is discharged, for just cause, when he/she quits, or when he/she has been laid-off for a period in excess of six (6) months. Any employee who has been discharged and then reinstated by the grievance procedure shall retain his/her seniority.

ARTICLE XV - LAY OFF AND REHIRE PROCEDURE

When it becomes necessary to lay off 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 lay off if the person(s) being recalled are capable and willing to do the work.

ARTICLE XVI - DISCHARGE

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons thereof.
- Section 2. Regular employees after six (6) months' service shall be required to give two (2) weeks' notice prior to termination of services; and the Employer shall be required to give two (2) weeks' notice prior to a layoff and one (1) week's salary in lieu of termination notice to regular employees.
- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any accrued vacation pay or severance pay. This section shall also apply when an employee is terminated because of theft or misappropriation of funds.
- 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 out in Article XXII and shall be binding, notwithstanding any other clause in this Agreement.

ARTICLE XVII - JOB VACANCIES

- Section 1. The Employer signatory to this Agreement hereby recognizes the Union as the exclusive bargaining representative of all employees performing work coming under the jurisdiction of O.P.E.I.U., Local No. 30.
- Section 2. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, by laws, constitutional provisions, or any other aspects or obligations of union membership, policies or union requirements.
- Section 3. The Employer has the right to make personal interviews of all applicants referred to him by Local Union No. 30.
- Section 4. The Employer retains the right to reject any applicant referred by Local No. 30, for any lawful purpose.
- Section 5. In the event that any claim for back pay or any other liabilities are made against the Employer and/or the Employer is faced with back pay or any other liabilities arising from the implementation, administration, or interpretation, whether by action or inaction of this Article, the Union agrees to hold the Employer harmless for any such liabilities and to pay all costs, including reasonable attorneys' fees, that may be incurred by the Employer as a result of any such claim or claims.

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 grievance with the Union representative during working hours.

ARTICLE XX - REIMBURSEMENT TO EMPLOYEES

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 duties, he shall be reimbursed. Adequate parking will be provided.

ARTICLE XXI - GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:

Step One: An employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after the grievance occurs.

Step Two: If the grievance is not settled in the first step within two (2) working days, it may be resented in writing, through the Union, to the employer within five (5) working days thereafter.

Step Three: If the grievance is not settled at the Second Step meeting with the employer, the Union and the Employer shall submit the grievance to non-binding mediation, with the Federal Mediation and Conciliation Service, within (10) days after the conclusion of the Step Two meeting.

Step Four: If the grievance is not settled in Step Three the matter shall then be submitted to the Federal Mediation and Conciliation Service with a request to furnish the names of five (5) persons qualified to act as arbitrators. When said list has been presented the Union and the Employer shall each reject two (2) names on the list. The remaining or fifth (5th) person shall be selected as an arbitrator. The decision of the arbitrator shall be final and binding upon the parties. Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any term or condition of the collective bargaining agreement

The cost of any arbitration shall be equally divided between both parties the Union and the Employer.

ARTICLE XXII - PENSION

Section 1. Effective May 1, 2022, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund the amount of one dollar and ten cents (1.10) cents per hour worked on behalf of all employees.

The Employer agrees to continue his portion of the total contribution to the General Pension Fund of the International Union of Operating Engineers on behalf of all employees, in accordance with the IUOE General Pension Plan contributions. The Employers contributions shall be made on the effective date hereof, except for employees serving their one-hundred-eighty (180) day probationary period in whose cases contributions shall begin on the first of the month following the completion of their one-hundred-eighty (180) day probationary period but will be retroactive to their ninety-first (91) day of employment.

Section 2. The provisions of this Article 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 (32) thirty-two hours per week or 128 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 thereto, of the Western States Office and Professional Employees Trust Fund and its rehabilitation plan. However, if additional monetary increases or fees are deemed necessary or are required, they will be deducted from the negotiated wage package figure herein. It is agreed that (OPEIU 30) will give the Union, (Local 428) 60 days advance notice in writing of proposed changes to the contribution rate.

Effective May 1, 2022, upon hire, new employees and existing employees will contribute a total of \$.50 per hour from the negotiated wage package to the IUOE Local 428 Pension/Annuity for the duration of this agreement. Refer to Exhibits "A" and "C".

Employer's Obligations.

The said payment by the Employer shall discharge his obligation hereunder. Any dispute arising in the administration of said fund shall not be deemed to be a dispute hereunder and shall not be the subject matter of the grievance procedures contained in Article 21, hereof, and shall not be deemed to be a dispute concerning wages, hours or working conditions.

Declaration of Trust.

The parties shall cause the said Trustees to execute any and all documents necessary and required to continue in full force and effect the Agreement and Declaration of Trust dated the 25th day of January 1963, and as amended thereafter, creating the said Operating Engineers Local No. 428 Pension Trust Fund for the duration and the term of this collective bargaining agreement. A copy of the Agreement and Declaration of Trust dated the 25th day of January 1963, and as amended thereafter, is incorporated herein by reference. The Board of Trustees, as appointed, shall have equal voice in making all decisions concerning the Trust, including amendments of the Trust plan itself.

The Employer signatory hereto agrees to the appointment as his representative the Trustees designated pursuant to the Agreement and Declaration of Trust of the Operating Engineers Local No. 428 Pension Trust Fund as Employer representatives and further agrees that they shall be bound by all the terms and conditions of said Agreement, and Declaration of Trust dated January 25, 1963, and as amended thereafter, and to all amendments thereto during the term hereof.

ARTICLE XXIII - 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 No. 30, AFL-CIO, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE XXIV - 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 XXV - DRUG TESTING

Employees shall be subject to the same drug testing policies that the Employers membership is subject to.

ARTICLE XXVI - DURATION

This Agreement shall be in full force and effect on and after the first day of May 2022, to and including the 30th day of April 2025, and shall be automatically renewed from year to year, unless the Union or 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, 2025. If agreement upon such amendments or modifications is not reached before the 30th day of April 2025, this Agreement automatically terminates unless prior to that date, the parties have agreed, in writing to extend this Agreement for a specified period of time.

OPERATING ENGINEERS, LOCAL NO. 428

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 30

 5-25-2022
Michael P. Lee, Business Manager

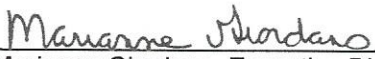
 5/24/2022
Marianne Giordano, Executive Director/CFO

EXHIBIT "A"
WAGES

OPEIU Local 30/Operating Engineers Local 428

Wages May 1, 2022 through May 1, 2025

	May 2022 \$2.00	May 2023 \$1.50	May 2024 \$1.50
Group I Entry Level/Clerical/Receptionist	\$22.63	\$24.13	\$25.63
Group II Assistant Dispatch, Financial**	\$22.77	\$24.27	\$25.77
Group III Financial, Dispatch	\$26.52	\$28.02	\$29.52
Group IV	\$27.47	\$28.97	\$30.47

Upon hire, new employees will contribute a total of \$.50 per hour from the negotiated wage package to IUOE 428 Pension/Annuity for the duration of this agreement. Refer to Article XXII – Pension, Section 4 and Exhibits "A" and "C".

Note: This wage scale does not reflect the \$.50 deduction.

- *Group IV wage rate not less than (\$.95) per hour more than Group III
- ** Excluding vacancies, after (1) one year of service an employee can be promoted from Group II to Group III, if the employee is willing and capable of performing responsibilities under the classification, at the discretion of the Business Manager.

EXHIBIT "B"
HOLIDAYS

OPEIU Local 30/Operating Engineers Local 428

Holidays

The following list of holidays is submitted for observance. The first consideration will be given to those holidays observed by the employing office. If the Employer does not observe eight (8) holidays, the selection of additional paid holidays will be from the following list:

If at any time during the duration of this contract, the Industry Contracts are awarded additional holidays, the same holidays will be awarded to those employees covered under this collective bargaining agreement.

New Year's Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

EXHIBIT "C"
IUOE FRINGE BENEFITS

OPEIU Local 30/Operating Engineers Local 428

IUOE Fringe Benefits May 1, 2022 through May 1, 2025

Fringes	May 1st 2022-2023	May 1st 2023-2024	May 1st 2024-2025
IUOE Health & Welfare Projected Costs	\$6.60	Per Industry Agreement	Per Industry Agreement
Western States Pension	\$1.10	\$1.10	\$1.10
Western States Supplemental	\$0.88	\$0.88	\$0.88
IUOE Defined Benefit (Pension)	See Article XXII Section 1	See Article XXII Section 1	See Article XXII Section 1
IUOE Defined Contribution (Annuity)	See Article XXII Section 4	See Article XXII Section 4	See Article XXII Section 4