

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**TRADE UNION OFFICES NEGOTIATING COMMITTEE**

on behalf of

**Denver Firefighters Local #858**

**Denver Theatrical Stage Employees  
Union Local #7**

**IAMAW Local Lodge 1886**



**May 1, 2021**

**to and including**

**April 30, 2024**

**(Wage Opener 2023)**

## **AGREEMENT**

This Agreement, entered into by Trade Union Offices Negotiating Committee, hereinafter referred to as the "Employer" and Office and Professional Employees International Union, Local #30, AFL-CIO, hereinafter referred to as the "Union".

### **ARTICLE 1 – RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in office, clerical or technical capacities, provided that all regularly elected officers of the Employer and full-time appointed employees are exempt from the unit if the combined work they perform is not a sufficient amount to require the services of a full-time employee as further provided in the Agreement.
- 1.2 All employees now in the bargaining unit shall not be terminated unless the Employer satisfactorily proves the economic necessity for the termination.
- 1.3 The Union recognizes that each Employer has conditions which will affect only his operation; and, this clause is not intended to broaden present and existing work assignments or jurisdictional lines, or to create the necessity of hiring additional employees.

### **ARTICLE 2 – UNION SECURITY**

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth and the thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. "Good standing" for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees, and periodic Union dues. The Employer will notify Local 30's office of any openings, and will give first consideration to any qualified Union members.

The Union Steward will be notified when a new bargaining unit employee is hired. The steward may meet with the new employee within fifteen (15) days of his or her becoming employed. At that time, the steward may for at least thirty minutes during paid time make a presentation to the new employee(s) regarding their rights and contract benefits as well as provide him or her with union literature.

- 2.2 Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or lay-offs provided a Union Steward or representative is available within a reasonable period of time. This provision does

not diminish nor preclude the Employer's right to take just and necessary action in the above noted instances.

### **ARTICLE 3 – CHECK-OFF**

- 3.1** The Employer agrees to deduct Union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 3.2** The Employer agrees to remit such dues, initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union Office no later the tenth (10<sup>th</sup>) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid Union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.
- 3.3** Any change in rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 3.4** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 3.5** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 3.6** Voluntary contributions deducted from employees' paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Secretary-Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, along with a listing of the names of contributors and the amounts.
- 3.7** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including, but not limited to, any expenses associated with any arbitration that shall arise out of, or by reason of the compliance of the Employer with this Article.

## **ARTICLE 4 – HOURS OF EMPLOYMENT**

- 4.1** Seven (7) consecutive hours between the hours of 8:00 A.M., and 5:00 P.M., exclusive of lunch period, shall constitute a day's work. Thirty-five (35) hours, Monday through Friday, inclusive, shall constitute a week's work. A regular full-time employee shall be guaranteed seven (7) hours of work each day of the established work week. Full-time employees whose work hours are to be reduced will be notified in writing, not less than seventy-two (72) hours prior to the effective date of hourly reduction.
- 4.2** When mutually agreed to between the Union and the Employer, the Employer may schedule a four (4) day work week, adjusting hours of work and/or pay to meet the thirty-five (35) hour guarantee, and further, shall meet with the Union to negotiate other changes as may be required to meet the needs of the Employer if a four (4) day work week is scheduled.
- 4.3** The Employer shall provide within the regular working hours, a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period, or at a time mutually convenient to the Employer and the Union employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.
- 4.4** Employees shall have the right to leave their offices for the fifteen (15) minute break.

## **ARTICLE 5 – OVERTIME**

- 5.1** All work performed over seven (7) hours in any one day shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Saturday shall be considered overtime, and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. All work performed on Sunday shall be considered overtime, and paid for at the rate of double (2) the employee's base hourly rate of pay.
- 5.2** In offices employing more than one employee, overtime will be offered first to the employee who normally performs the work, who is present, and on the job. If the employee described refuses the overtime assignment, the Employer will offer the overtime to the bargaining unit employees by seniority, assigning the available overtime to the most senior qualified employee who is desirous of performing the work.
- 5.3** An employee called to work, or called back to work, shall receive a minimum of four (4) hours work, or pay therefor, at the rate of time and one-half (1 ½) the employee's base hourly rate of pay.



- 5.4 In offices employing more than one employee, overtime shall be distributed as equally as practical among employees qualified to perform the work.

## **ARTICLE 6 – HOLIDAYS**

- 6.1 Bargaining unit employees who have completed their probationary period shall be entitled to twelve (12) annual holidays off work with no reduction in pay, each contract year, provided the employee works his/her last regularly scheduled work day before the holiday, and his/her first regularly scheduled work day after the holiday.
- 6.2 The twelve (12) annual holidays shall be designated in writing by mutual agreement between the individual Employer Organization, and the Union. The Employer and the Union shall confer annually prior to the contract anniversary date to adjust the holiday schedule for the following contract year, when necessary.
- 6.3 The holiday designation between the Employer Organizations and the Union shall be listed on a separate sheet titled "Holiday Designation Appendix". The appendix will list the holidays designated, shall be signed by the Employer Representative, and the Union Representative, and shall be attached to, and as a part of this labor agreement.
- 6.4 Holidays must be taken on the date of the occurrence unless the holiday falls during the employee's regularly scheduled days off. If holidays occur on an employee's "days off", the employee shall take a compensatory day off during the calendar week in which the holiday occurs. No employee will be required to work on a contract holiday. When holidays occur during the employee's vacation, the employee will extend the vacation by one day for each such holiday.
- 6.5 Employees who accept work on any of the designated holidays will be compensated for hours worked at twice (2X) their hourly rate of pay, in addition to the compensation which the employee receives for an unworked holiday.
- 6.6 An employee may be excused by the Employer from being at work on either or both of the regularly scheduled work days preceding or following the holiday, upon request. Requests to be excused for other than medical reasons will be made in writing not less than seventy-two (72) hours in advance. When an employee has requested and received permission to be excused, the employee will be paid for the holiday;

## **ARTICLE 7 – VACATIONS**

- 7.1 Each employee shall receive ten (10) work days vacation with pay per year, provided they have worked one (1) year. An employee who has completed three (3) consecutive years of service with the Employer shall be entitled to fifteen (15)

work days of vacation per year with pay. Employees who have completed ten (10) years of service with the employer shall be entitled to twenty (20) work days of vacation per year with pay. Employees who have completed fifteen (15) years of service with the Employer shall be entitled to twenty-five (25) work days of vacation per year with pay.

1. "On April 30<sup>th</sup> of each year, or upon termination of employment the employees shall be paid out 100% of all accrued but unused vacation time."

- 7.2 Vacations shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority, in selecting the time of their vacations.

## **ARTICLE 8 – SICK LEAVE**

- 8.1 On May 1<sup>st</sup> of each year, the Employer agrees to grant fifteen (15) days of sick leave with pay, which may be used for illness of the employee or their dependents. On April 30<sup>th</sup> of each year, or upon termination of employment, employees shall be paid out 50% of all unused sick leave time. Unused sick leave may be accumulated, but shall not be accumulated beyond a total of thirty (30) days. New employees shall be entitled to leave days pro-rated based on the period of time from the employee's date of hire, to the next May 1<sup>st</sup>. After three (3) consecutive days of illness, the Employer may require that the employee obtain a doctor's certificate or other reasonable proof of illness.
- 8.2 Any employees who have already accumulated one hundred and twenty (120) days of unused sick leave may keep this bank of unused sick leave, but may not accumulate any additional days over one hundred and twenty (120). This accumulated time may only be used for lengthy illnesses and not for incidental sick leave. After three (3) consecutive days of illness, the Employer may require that the employee obtain a doctor's certificate or other reasonable proof of illness. Use of this accumulated sick leave will begin on the 11<sup>th</sup> consecutive day of a lengthy illness.
- 8.3 Upon submission of medical certification showing proof of disabling illness, an employee shall be entitled to a leave of absence for up to twelve (12) months. During such period, the employee shall continue to hold, and accrue their seniority and the right thereof to work (or job positions) per Article 14 of this Agreement.
- 8.4 Spouse is further defined to mean the person with whom the employee maintains a spousal relationship.

## **ARTICLE 9 – PERSONAL LEAVE OF ABSENCE**

- 9.1** The employee shall be granted two (2) days personal leave of absence per year at the employee's base rate of pay for personal business. Such personal leave of absence shall be taken at the discretion of the employee in increments of one (1) hour.

## **ARTICLE 10 – JURY DUTY**

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

## **ARTICLE 11 – BEREAVEMENT BENEFITS**

- 11.1** Employee(s) shall be excused from work without loss of pay for a maximum of three (3) consecutive work days to attend the funeral of a member of their immediate family if the funeral is in state. Employee(s) shall be excused from work without loss of pay for a maximum of five (5) consecutive work days to attend the funeral of a member of their immediate family if the funeral is out of state. Said days off must be taken in a period commencing with the day of death through the day following the funeral. The immediate family is defined as the employee's mother, father, child (including legally adopted children and foster children), brother, sister, spouse, and the mother and father of current spouse, grandparents and grandchildren of employee, and grandparents of current spouse. Spouse is further defined to mean the person with whom the employee maintains a bona fide recognized relationship.

## **ARTICLE 12 – LEAVE OF ABSENCE**

- 12.1** After one year's service, a leave of absence without pay, not to exceed a period of three (3) months for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. When such leave of absence is granted by the Employer, it shall not impair the employee's seniority as set out in Article 14 hereof. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays his/her leave of absence will lose his/her rights to re-employment, unless otherwise agreed to by the Employer.
- 12.2** Employees shall be allowed leave of absence to perform the function of full-time union officer for the term of their elected office, provided that the union certifies to the affected Employer, the name of the individual, and the duration of absence.

- 12.3** Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the request is made at least three (3) working days in advance, and that the absence does not seriously, adversely affect the business of the Employer.

### **ARTICLE 13 – NO REDUCTION**

- 13.1** No clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement and, further, no work condition shall be lowered as a result of the signing of this Agreement.

### **ARTICLE 14 – SENIORITY**

- 14.1** Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force, and recall after lay-off, all promotions, demotions and preference of vacation periods.
- 14.2** Whenever a new position is created or a vacated position becomes available, the Employer will post a notice of the new positions for forty-eight (48) hours. Present employees shall have the option of submitting written bids for the position, and the senior qualified bidder will be awarded the position. When any employee is promoted to a higher classification or filling a new or vacated position, such employee shall be on probation for thirty (30) calendar days. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to the previous job assignment, or comparable job assignment, with regard to position and status, between the 31<sup>st</sup>, and not later than the 45<sup>th</sup> day after filling the new or vacated position.
- 14.3** New employees shall be regarded as probationary employees for the first thirty (30) calendar days of their employment, and there shall be no responsibility on the part of the Employer to retain these employees during the thirty (30) day period. If the employee is retained beyond thirty (30) days, their name shall be placed on the seniority list as of the date of their last hiring.
- 14.4** An extension of an additional thirty (30) days of this probationary period may be requested in writing by the Employer for an individual employee at least five (5) days before the end of the normal probationary period. Such extension to be granted only upon mutual agreement between the Union and the Employer.
- 14.5** Seniority shall terminate for any of the following reasons:
- A. Voluntary quitting
  - B. Discharge for just cause
  - C. Lay-off for lack of work for a period in excess of six (6) months.

## ARTICLE 15 – UNEMPLOYMENT AND WORKMEN’S COMPENSATION

- 15.1 The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Workmen’s Compensation Acts for each employee.

## ARTICLE 16 – LAY-OFF NOTICE

- 16.1 The Employer agrees not to lay-off an employee without two (2) weeks notice, or one (1) weeks pay in lieu of, unless dismissal is for just cause. The employee shall give one (1) weeks notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.
- 16.2 Regular employees who are placed on layoff status will receive:

<u>Time of employment</u>	<u>Amount of pay</u>
Less than 7 years	No pay
7 years but less than 12 years	1 weeks pay
12 years and over	2 weeks pay

## ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 17.1 Employees may be permanently employed on a regularly scheduled work week of less than thirty-five (35) hours. Such schedule shall provide for no less than four (4) hours on each of the days scheduled, Monday through Friday, but may provide for as few as one day scheduled per week, or for as many as the regular five (5) days of employment. These employees shall be paid at the straight time hourly rate for all hours worked within seven (7) in the regular work days, and within thirty-five (35) in the regular work week, provided that the overtime provisions of Article 5 shall be applicable for any other work performed by these employees. All of the other provisions of the Agreement shall apply to these employees pro-rated on the basis of the hours of employment, except as provided for in Article 20.
- 17.2 The Employer shall not be permitted to employ more than one part-time employee on a permanent basis unless the Employer employs at least one full-time employee.
- 17.3 The Employer may not employ more than two part-time employees in any one office, except by mutual agreement of the parties’ signatory hereto.
- 17.4 **EXTRA WORKERS** – Extra workers shall be paid at an hourly rate of pay equivalent to the classification of the job performed as indicated in the tabulation of pay in Article 21. Extra workers shall not be hired for more than sixty (60)



calendar days. Extra workers hired to replace permanent employees on leave of absence, may be employed for the duration of the leave of absence, and will not become permanent employees unless retained for ten (10) days following the return to service of the permanent employee.

- 17.5 The Employer shall notify the Union of all extra workers at their time of hire. Extra workers shall be subject to the provisions of Article 2, "Union Security", after thirty-one (31) calendar days.

#### **ARTICLE 18 – SAVINGS CLAUSE**

- 18.1 In the event any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing, and made a part of this Agreement.

#### **ARTICLE 19 – RIGHTS OF MANAGEMENT**

- 19.1 The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause, in accordance with the provisions of this Agreement, and subject to appeal under the grievance procedure herein established.

#### **ARTICLE 20 – HEALTH AND WELFARE**

- 20.1 Effective April 1, 2015 the Employer shall pay premiums to an account named Office & Professional Employees Locals 30 & 537 Trust Fund on behalf of eligible employees. The premium shall be paid on a monthly basis. Beginning with the 2015 benefit year and each year thereafter, the cost of health insurance shall be split between the Employer and the employee with the Employer paying 90% of the premium and the employee paying 10% of the premium through either a wage reduction or a payroll deduction.
- 20.2 The Employer contribution as provided herein shall be made on eligible employees on the effective date except for employees serving their thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 20.3 It is mutually understood and agreed that OPEIU Local30 or the employees may, at their discretion, decide to purchase alternative health and welfare benefits. The Employer is only obligated to pay the amount set in Article 20.1. Should the alternative plan cost less than the amount set in Article 20.1, the difference shall not be paid to the employee. Should the alternative plan cost more than the amount set in Article 20.1, the additional cost shall be borne by the employee, and

the amount to be contributed by the employee shall be paid monthly by the employee.

- 20.4** The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee. After such time the employee shall make provisions for the payment of the full amount of the contribution.
- 20.5** Regularly scheduled part-time employees who work twenty-four (24) or more hours per week shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods or sick leave, which does not exceed thirty (30) days.
- 20.6** It is mutually understood and agreed that the Employers signatory to this Agreement and the Union may agree to form, or participate in an alternate health and welfare benefit fund, or become participants in another health benefit fund for the purpose of providing health and welfare coverage for the employees covered by the Agreement. Said health and welfare plan shall provide benefits equal to, or better than the current plan. Provided however, the Employer paid premiums do not exceed the dollar amounts provided for in paragraph one of this Article.

## **ARTICLE 21 – CLASSIFICATION AND WAGES**

- 21.1** Effective on the dates shown below, employees shall be paid the following minimum scale of wages. Employees may receive compensation in excess of the minimum at the discretion of their Employer:

<u>CLASSIFICATION</u>	<u>Per Hour Rate</u>		
Effective	5/1/2021	5/1/2022	5/1/2023
General Clerk	\$25.97	Wage Freeze	Wage Opener
General Typist	\$26.74	Wage Freeze	Wage Opener
Clerk Typist, Office Secretary And/or Bookkeeper	\$27.55	Wage Freeze	Wage Opener

On May first, of every year of the contract, the employees may at their option choose to put all or any portion of the yearly increase into the Western States Pension Fund.

- 21.2** Premium pay of six percent (6%) per week over the above classification shall be paid by the Employer when he places an employee in charge of the office. The premium pay shall be paid only during the time that the employee is specifically placed in charge.



- 21.3** The wages specified above are minimum wages and are not to be considered as restricting the Employer from giving or the employees from receiving any additional compensation so long as the minimum wage is maintained.

## **ARTICLE 22 – PENSION**

- 22.1** Effective May 1, 2015 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund a contribution of one dollar and fifty cents (\$1.50) per straight time hour, on behalf of each employee. The bargaining unit employees (by individual office) may elect to put any amount of their negotiated wage rate into pension.
- 22.2** The Employer contributions, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) day probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 22.3** If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. The Employer shall continue payments for a minimum of ten (10) days for any employee on sick leave up to the maximum accumulated by the employee.
- 22.4** Regular or part-time employees who work seventy (70) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra help covering for vacation periods, or sick leave which does not exceed thirty (30) days.
- 22.5** The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401k plan set up by OPEIU #30. The employee may contribute at least 5%, but not more than 25% of his/her gross salary to this plan. FICA and Medicare taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.
- 22.6** Effective with the May, 2012 hours paid, all of the Employers, who have not already done so, agree to adopt the Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provide 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 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 22.1.

## **ARTICLE 23 – MATERNITY LEAVE**

- 23.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

## **ARTICLE 24 – TECHNOLOGICAL CHANGES**

- 24.1** In the event of technological changes, such as, but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 24.2** Present employees will be given first opportunity to qualify for new positions before any person outside the bargaining unit is hired to fill the position(s). If necessary, training programs for employee(s) will be established.
- 24.3** **EDUCATIONAL REIMBURSEMENT** – The Employer will agree to pay 100% of any training, schools and/or seminars that the Employer requests or requires of their employees.
- 24.4** The Employer will agree to pay up to 50% for any accredited class, upon completion, mutually agreed upon by the employee and the Employer.

## **ARTICLE 25 – NO DISCRIMINATION**

- 25.1** It is agreed that the parties to this Agreement will not discriminate against any employee because of race, color, creed, religion, national origin, marital status, sex, age, sexual orientation, or handicap.

## **ARTICLE 26 – QUALITY OF WORK LIFE**

- 26.1** The Employer recognizes the right of the Union to discuss matters relating to safety, and quality of work life.

## **ARTICLE 27 – UNION LABEL**

- 27.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU.

## **ARTICLE 28 – DISCIPLINE PROCEDURE**

- 28.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to,

insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations.

Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

#### Progressive disciplinary procedures

- a. Managers shall make every attempt to issue Notices of Disciplinary Action within 30 calendar days of the supervisor's knowledge of the infraction.
- b. Exceptions will include such examples as a prolonged investigation, employee or supervisor unavailability.
- c. Managers shall notify the Union in all cases where exceptions are anticipated.

Step One: Verbal Warning with written notation signed by employer and employee. A copy of the notation is to be placed in the employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of the employee;
3. Nature of the offense;
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on its nature.

#### Step Two:

Written Warning with written notification signed by employer and employee. A copy of the written warning will be placed in employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of employee;
3. Nature of the offense
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on the nature.

#### Step Three:

Final Written Warning if the offense is not corrected within the time allowed in Section 5 of the Step Two above, and third final written warning will be given. A copy of the third written warning will be placed in the employee's personnel file, given to the employee, and sent to the Union. This notice shall include:

1. Date of the subsequent offense that was the same as the offense in Step Two;
2. Name of the employee;

3. Date of the first written warning given in Step Two;
4. Nature of the offense, and an explanation of why it was not corrected in Step Two;
5. A determination as to whether additional training is necessary, or is not required because the correction of the offense is within the control of the employee.
6. The amount of additional time allowed for correcting the offense depends on its nature.
7. Possible maximum one week suspension without pay.

Step Four:

Termination If the additional training and/or the additional time allowed to correct the offense as provided in Step Three does not remedy the problem, the employee will be terminated with a written letter.

If the same offense occurs after 12 months from the conclusion of the corrective action contemplated in Step Three, the progressive disciplinary process will begin again with Step One.

The employer must maintain certain personnel records for matters related to litigation and otherwise. However, future violations of the same offense occurring greater than 12 months from the conclusion of the corrective action contemplated in Step Three will not be considered when evaluating the employee's compliance with Steps One and Two.

- 28.2** Nothing in this article is intended to preclude an employee from having a Union Steward or Representative present at a disciplinary interview.

## **ARTICLE 29 – GRIEVANCE AND ARBITRATION**

- 29.1** Definition: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties to this Agreement agree to make a good faith effort to resolve disputes expeditiously.

All grievances shall be handled in the following manner:

STEP ONE: A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union or the aggrieved employee to the proper supervisor involved and the parties should meet within five (5) working days in an effort to resolve said grievance. In the event that a physical meeting is to take place, said meeting must be mutually agreed upon as to the day, time and location. If the grievance is not resolved with the



supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step 1, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is rejected at this Step of the Grievance and Arbitration Procedure within five (5) working days the grievance will be moved to Step Three, arbitration. If the grievance is rejected at this Step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejection in writing to the Union.

STEP THREE: If the grievance is not settled at Step 2, the Union may request an arbitrator within fifteen (15) working days immediately following the Step 2 decision, by delivering a written notice to the Employer.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days by the Employer and the Union alternately striking one (1) name from the list, in turn, until only one (1) name remains.

The one striking first will be decide with the flip of a coin.

The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union.

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

- 29.2** The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment or the arbitrator cannot have the authority to modify or amend, alter, add to, or subtract from, any provision of this Agreement.
- 29.3** The Grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitations set forth above, unless the parties involved agree to extend said time limitations.
- 29.4** The arbitrator shall not have the authority to excuse a failure by the Union, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

### **ARTICLE 30 – MUTUAL RESPECT AND RESPONSIBILITY**

- 30.1** The Employer, the Union, and the employees agree that all dealings between the parties shall be conducted with the utmost of mutual respect and responsibility.

- 30.2** The Employer will use its best effort to hold in private any discussion of discipline of an employee or of deficiencies in the employee's performance.
- 30.3** The employees agree to perform their duties, timely and in an appropriate and professional style and form.
- 30.4** If a discussion with an employee is to be considered to be a disciplinary discussion, the employee will be told in advance so said employee can be afforded Union representation if he/she so desires.

#### **ARTICLE 31 – VOTE**

- 31.1** Employees who are eligible and registered to vote shall receive one (1) hour with pay to vote provided they have given twenty-four (24) hours notice.

#### **ARTICLE 32 – TERM OF AGREEMENT**

- 32.1** This Agreement shall be in full force and effect from the first day of May, 2021 to and including the thirtieth (30<sup>th</sup>) day of April 2024, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- (A) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action, the Agreement shall for all purposes, terminate as of the expiration date of the Agreement.
- (B) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, given written notice to the other party.
- (C) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice, which time may be extended by mutual agreement.
- (D) This Agreement constitutes the entire contract between the two parties. Memorandums of Understanding relating to individual offices may be negotiated as separate from this master Agreement. Memorandums of Understanding will not convey any contractual rights not specifically stated in

that Memorandum of Understanding. Any signed Memorandums of Understanding will be forwarded to the Trade Union Offices and employees.

- (E) It is also expressly understood that any and all notices to open the agreement will be sent to all signatory employers individually.

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

By: Marganne Jordan

Title: Executive Director

Date: 4/08/2022

**DENVER THEATRICAL, STAGE,  
FILM & EXHIBITION  
EMPLOYEES UNION LOCAL 7**

By: Bryant Preston

Title: Business Representative

Date: 4/21/2022



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