COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

PLUMBERS & PIPEFITTERS LOCAL #192



August 1, 2025

to and including

July 31, 2028

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AGREEMENT

This collective bargaining agreement ("Agreement"), entered into by Plumbers and Pipefitters Local 192, 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 this Agreement.
- 1.2 All employees now in the bargaining unit shall not be terminated unless the Employer satisfactorily proves the economic necessity or other just cause 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.

<u>ARTICLE 2 – UNION SECURITY</u>

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 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.

This article shall become effective at and upon passage of the repeal of the Right-to-Work Law, Section 27.248-1, Wyoming Statutes.

<u>ARTICLE 3 – HOURS OF EMPLOYMENT</u>

3.1 Eight (8) 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. Forty (40) hours, Monday through Friday inclusive, shall constitute a week's work. A regular full-time employee shall be

guaranteed eight (8) hours of work each day of the established work week unless economic circumstances require a reduction of hours or a layoff. The Employer may schedule a four (4) day work week, adjusting hours of work and/or pay to meet the forty (40) 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. In the event of an economic downturn, the Employer may contact the Union to discuss a temporary reduction in the guaranteed hours for the employees rather than a layoff.

- 3.2 The Employer agrees not to change the hour at which the working day is scheduled to begin unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer and the employee.
- 3.3 The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes within each four (4) hour period of work, such rest period to be arranged at an approximate midpoint within the period or at a time mutually convenient to the Employer and the employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.
- 3.4 When agreed to between the Employer and the employee, the hours of work may be changed from the normal 8:00 A.M. through 5:00 P.M. This is so that, if the workload allows, time taken to attend to personal issues outside the office can be made up during other hours including lunch periods and after 5:00 P.M.

<u>ARTICLE 4 – OVERTIME</u>

- 4.1 For all work performed in excess of eight (8) hours a day on a five (5) day work week, or in excess of ten (10) hours a day on a four (4) day work week, or forty (40) hours a week, employees shall receive time and one-half (1½x) their base hourly rate of pay. All work performed on Sundays or on the holidays recognized in this Agreement will be paid at double (2x) their base hourly rate of pay.
 - When mutually agreed to by the Employer and the employee (due to financial circumstances) overtime hours may be compensated as "compensation time" to be used whenever mutually agreed between the Employer and the employee. If a mutual agreement cannot be made, overtime will be paid. Upon termination of employment, all unused "compensation time" will be paid.
- 4.2 An employee called to work on a weekend or holiday or called back to work after having left work for the day, shall receive a minimum of "four (4) hours" work or pay therefore at the rate of double (2x) the employee's base hourly rate of pay.
- 4.3 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

4.4 Overtime shall be permitted by mutual consent. Such consent shall not be unreasonably withheld. The Employer agrees not to discharge or discriminate against an employee who has a legitimate excuse for refusing to work overtime.

ARTICLE 5 – HOLIDAYS

5.1 The following Holidays shall be observed with no deduction in salary:

New Year's Day

Day after Thanksgiving

Memorial Day The last workday before Christmas Day

Independence Day Christmas Day

Labor Day The last workday before New Year's Day

Thanksgiving Day

Employees shall receive three (3) floating holidays said days shall be taken by agreement by the Employer and Employee.

- 5.2 Employees shall also receive such other Holidays, as are observed by fifty (50%) percent or more of the members of the Local Union acting as the Employer under this agreement. Should any of the above fall on Sunday, the day observed by the Nation shall be considered the Holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday, unless otherwise mutually agreed.
- 5.3 Any employee who is required to work on any of the aforementioned Holidays will be compensated for hours worked at double (2x) their hourly rate of pay, in addition to the compensation which the employee shall receive for an unworked holiday.

ARTICLE 6 – VACATIONS

6.1 Each employee shall accrue vacation time. The first and second year of employment, the employee(s) will accrue .0384 hours for each hour worked for a total of ten (10) workdays of vacation with pay per year. From the third through the fifth year of employment, the employee(s) will accrue .0576 hours for each hour worked for a total of fifteen (15) workdays of vacation per year. From the sixth year forward of employment, the employee(s) will accrue .0769 hours for each hour worked for a total of twenty (20) workdays of vacation with pay per year.

Employees may roll over a maximum of eighty (80) hours of unused vacation time on their anniversary date for future use, not to exceed eighty (80) hours, or employees may choose to cash out any accrued unused vacation time on their anniversary date of hire.

- 6.2 In the event an employee is terminated, laid off or resigns, all accrued but unused vacation time will be paid out in full at the current hourly wage rate on their final paycheck.
- Vacations shall be scheduled by mutual agreement between the employees and the Employer. Employees shall be given first choice by seniority in selecting the time of their vacations.
- 6.4 Should a holiday fall during any employee's vacation, the day of the holiday will not count against the employee's allotted vacation days.

ARTICLE 7 – JURY DUTY

7.1 In the event that it is necessary for the employee to serve on Jury Duty, the employee shall incur no loss of pay, in accordance with the following: The Employer agrees to pay the difference between jury pay and the Employee's regular salary for period(s) of required jury duty of not more than thirty (30) working days per year. The pay required in this article shall not be granted for employee's regularly scheduled days off. The Employer may require that the employee provide satisfactory evidence of required jury duty and jury pay received for same.

ARTICLE 8 – LEAVE OF ABSENCE

8.1 After one (1) 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 a leave of absence is granted by the Employer it shall not impair the employee's seniority as set forth in Article 10 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 her leave of absence will lose her right to re-employment, unless agreed otherwise by the Employer.

ARTICLE 9 – NO REDUCTION

9.1 No clause in this Agreement shall have the effect of lowering 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 10 – SENIORITY

10.1 Seniority, plus the ability to satisfactorily perform the work shall govern in all reduction of force and recall after layoff, all promotions, demotions, and preference of vacation periods.

- 10.2 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 the thirty (30) days their names shall be placed on the seniority list as of the date of their last hiring.
- 10.3 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 days before the end of the normal probationary period; such extension is to be granted only upon mutual agreement between the Union and the Employer.
- **10.4** Seniority shall terminate for any for the following reasons:
 - A. Voluntary quitting
 - B. Discharge for just cause
 - C. Layoff for lack of work for a period in excess of eighteen (18) months
- 10.5 Seniority shall not extend beyond each district or unit office for the purpose of displacing another employee, however, employees will hold seniority for the purpose of reemployment in any office of the Employer for a period of six (6) months.

ARTICLE 11 – UNEMPLOYMENT

11.1 The Employer shall pay the necessary premiums to provide coverage under the State of Wyoming Unemployment Act for each of his employees.

ARTICLE 12 – LAYOFF NOTICE

- 12.1 The Employer agrees not to lay off an employee without two (2) weeks' notice, or one (1) week's pay in lieu thereof, unless dismissal is for just cause.
- 12.2 The employee shall give two (2) weeks' notice to the Employer in case of intended resignation. In the event the employee does not give two (2) weeks' notice (unless an emergency situation has arisen) she/he shall forfeit five (5) days accrued vacation pay. This is to be subject to the Grievance Procedure as herein provided.

ARTICLE 13 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

Employees may be permanently employed on a regularly scheduled work week of less than forty (40) hours. Such schedule shall provide for no less than four (4) hours on each of the

days scheduled, Monday through Friday, but may provide for as few as one (1) day scheduled per week, or for as many as the regular five (5) days of employment. These employees shall be paid the straight time hourly rate for all hours worked within eight (8) in the regular workday and within forty (40) in the regular work week, provided that the overtime provisions in Article 4 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 hours of employment except as provide for in Article 16, "Health and Welfare."

13.2 This Article shall not prevent the Employer from hiring temporary part-time employees who shall not be covered by this Agreement if they are employed by the Employer for a period of fewer than sixty (60) days.

ARTICLE 14 – SAVINGS CLAUSE

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

<u>ARTICLE 15 – RIGHTS OF MANAGEMENT</u>

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

ARTICLE 16 – HEALTH AND WELFARE

- 16.1 The Employer shall make monthly contributions to the Plumbers and Pipefitters Health & Security Fund (or other Plan maintained by the employer) to provide health benefits for all employees covered by this Agreement.
- 16.2 If both the Employer and the Employee agree, the Employee may opt out of employer-provided health insurance because the employee is covered under the employee's spouse's medical plan. Such opt out will be permitted provided that the Employer and Employee agree on an incentive amount to be paid to the Employee who is entitled to the alternative coverage and provided further that the Employee has the right to cease the alternative health insurance arrangement for any reason and to have contributions thereafter made to the Plumbers and Pipefitters Health & Security Fund or other Plan maintained by the employer.

16.3 Regularly scheduled, permanent part-time employees, who work eighty (80) or more hours per month, shall be covered by the provisions of this Article. This hourly requirement does not apply if the Employer's health plan rules require more hours than stated in this article. If the Employer's plan requirement is different, then those rules would apply to that Employer's employees. This shall not apply to extra temporary help whose employment is not intended to be permanent and does not exceed sixty (60) days.

ARTICLE 17 - CLASSIFICATION AND WAGES

17.1 Effective August 1, 2025, new employees shall be paid the following minimum hourly rate of pay. All wage increases will occur on the date of hire anniversary.

Classification	August 1, 2025	August 1, 2026	August 1, 2027
General Clerical	\$20.00	\$21.50	\$22.50
Bookkeeper/Office Administrator	\$26.50	\$27.50	\$29.00

17.2 General Clerical Job description:

Under general supervision performs generally routine work following instructions and general procedures, assists in posting cash receipts, maintaining member records and other duties as assigned.

17.3 Bookkeeper/Office Administrator:

Under general supervision keeps a complete and systematic set of records of business transactions for the Local, according to DOL regulations and the Locals procedures. Balances books and compiles reports at regular intervals. May direct work of others and check completed work for accuracy. Assist auditors with records for taxes and annual LM reporting. Maintains ALL records of the Local in accordance with IRS and DOL regulations.

The bookkeeper will also work under the general supervision of the Business Manager, including but not limited to, preparing correspondence for the UA regarding membership. Tracks man hours reported by contractors and compares these with PPNPF and health and welfare. Maintains and/or compiles all membership records and handles some correspondence on their own initiative. The bookkeeper also performs administrative duties exclusively for the Business Manager, Local Staff and local members. The employee may be required to attend classes for the DOL and UA. May direct the work of other employees and check completed work for accuracy.

17.4 When employees are required to travel to attend seminars/classes or union business for the Employer, they shall be paid their wages and travel expenses including but not limited to meals, hotels, and transportation.

ARTICLE 18 – PENSION

- 18.1 The Employer agrees to contribute on behalf of each employee covered by this Agreement to the Western States Office and Professional Employees Pension Plan, in the amount of two dollars and fifty cents (\$2.50) per hour for which the employee is compensated under the terms of this Agreement. The Employer further agrees to make a Supplemental Employer Contribution of \$2.00 per hour (\$2.50 x 80%) as required by the Western States Office and Professional Employees Pension Fund 2013 Revised Rehabilitation Plan. The Employer's total contribution to the Western States Office and Professional Employees Pension Fund under this agreement is \$4.50 per hour for which the employee is compensated under the terms of this Agreement. If the amount of the Supplemental Employer Contribution required under the Rehabilitation Plan decreases, this amount will be adjusted accordingly.
- 18.2 Employer contribution, as provided herein, shall be made on eligible employees, on the effective dates, except for employees serving their thirty (30) day probationary period.
- 18.3 If an employee is rendered disabled due to having been 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 disability occurs. If an employee is on sick leave or a personal leave of absence in excess of forty-five (45) days, the Employer will not be required to pay into the fund, after the first forty-five (45) working days, until the employee returns to work.
- 18.4 Regular or part-time employees who work eighty (80) or more hours per month shall be covered by the provisions of this Article. This shall not apply to extra temporary help whose employment does not exceed sixty (60) days.
- 18.5 Effective July 1, 2006 the Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Retirement Savings Plan (401k). The Employer agrees that if the employee chooses, the employer will withhold an employee contribution to the 401k plan. The employee may contribute up to, but no more than, the amount limited by the Internal Revenue Service (IRS). All administrative fees shall be borne by the employee.
- 18.6 Effective August 1st, 2025, the Employer will make a 2% monthly contribution of gross annual salary to the OPEIU National Retirement Savings Plan on behalf of all employees.
- 18.7 The Employer shall also contribute on the employee's behalf to the Pipe Trades Pension Fund of Montana. The contribution shall be made at the same hourly rate and pursuant to the same terms as are stated in the current Collective Bargaining Agreement between Plumbers and Pipefitters Local 192 Industrial Agreement and their signatory contractors.

18.8 The Employer's obligation for pension benefits for employees covered by this Agreement are set forth in this Agreement; the Employer shall not be obligated to contribute on behalf of the employees covered by this Agreement to any other pension fund not set forth in this Agreement.

ARTICLE 19 – MATERNITY LEAVE

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

ARTICLE 20 – SICK LEAVE

- 20.1 The Employer agrees to allow each employee to accrue sick leave time at the rate of .0462 per hour worked for a total of 96.0 hours or twelve (12) days of sick leave pay per year. Sick leave shall be cumulative up to but not beyond 288 hours. The Employer may require that the employee obtain a doctor's certificate or other satisfactory evidence of sickness at the option of the Employer.
- **20.2** Upon leaving the service of the Employer, employees shall be reimbursed 100% of all accrued but unused sick leave.

<u>ARTICLE 21 – AREA STEWARD</u>

21.1 Employees covered by this collective bargaining agreement shall elect an area steward in any area where the Employer has an establishment. The area steward shall perform her duties as expeditiously as possible for all employees in her area, and the Employer agrees to give such area steward a reasonable amount of time for the performance of such duties, provided that such performance shall not interfere with the area steward's regularly assigned work.

ARTICLE 22 – BEREAVEMENT BENEFITS

- 22.1 An employee shall be excused from work, without loss of pay for a maximum of three (3) working days in the event of the death of a member of the immediate family. Immediate family is defined as mother, father, spouse, child, including legally adopted children or foster children, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, brother and sister.
- 22.2 If the funeral is in excess of one hundred (one hundred) miles radius of Cheyenne, two (2) additional days will be granted by the Employer for justifiable circumstances.

ARTICLE 23 – SEXUAL HARASSMENT

23.1 The Employer recognizes that no employee shall be subject to sexual harassment. In this spirit, a statement of commitment to this principle will be posted in all work areas. Reference to sexual harassment includes any sexual attention that is unwanted. In the case of such harassment, an employee may pursue the grievance procedure for redress. Grievances under this article will be processed in an expedited manner.

ARTICLE 24 – NO DISCRIMINATION

- 24.1 The Employer and the Union agree to cooperate in a policy of equal opportunity for all employees. Discrimination because of race, color, sex, national origin, religion, age, or union activity is expressly prohibited.
- **24.2** Sexual harassment shall be considered discrimination under this Article.
- 24.3 Disciplinary action will be taken against employees and supervisors who engage in any activity prohibited under this Article.
- 24.4 The Employer agrees to take corrective action to ensure that such practices are remedied and that such discrimination does not continue. Reprisal against a grievant or witness for a grievant is prohibited.
- 24.5 Any change in the administration (governing body) of the affairs of the Employer shall not result in the discharge, except for just cause and subject to the grievance and arbitration procedures herein, or discrimination against any employee.

ARTICLE 25 – CHECK OFF

- 25.1 The Employer agrees to deduct Union initiation fees and dues from the wages of each employee that has joined the Union. The Employer agrees to forward such monies to the office of OPEIU Local 30, 6136 Mission Gorge Road, Suite 214, San Diego, CA 92120 monthly.
- 25.2 The Employer agrees to remit such dues and 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 than the tenth (10th) day of the month following the month in which the monies are deducted from employee pay, 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.

- 25.3 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.
- 25.4 The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.
- 25.5 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.
- 25.6 Voluntary contributions deducted from employees' paychecks shall be made payable to J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the office of OPEIU Local 30, 6136 Mission Gorge Road, Suite 214, San Diego, CA 92120, along with a listing of the names of contributors and the amounts.

<u>ARTICLE 26 – GRIEVANCE AND ARBITRATION</u>

26.1 All grievances shall be handled in the following manner:

STEP ONE: (oral) 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 shall meet within five (5) working days in an effort to resolve said grievance. If the grievance is not resolved with the supervisor, the grievance shall be reduced to writing, citing the Article and section of this Agreement which has been allegedly violated.

STEP TWO: (written) If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the Step 1 meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of the receipt of the grievance, in an effort to resolve the grievance.

If the grievance is rejected at this step of the grievance and arbitration procedure, the Employer will state the reasons for such rejection in writing to the Union, within five (5) working days of the Step 2 meeting.

STEP THREE: (hearing) If the grievance is not settled at Step 2, the union may request a Grievance Board of Adjustment review within five (5) working days immediately following receipt of the Employer's written response, by delivering a written notice to the Employer. Within five (5) working days of such notice the parties shall agree upon a hearing date.

The Grievance Board shall consist of a total of four (4) duly appointed representatives of the following: Two (2) representing the Local Union, and two (2) representing the Employer.

The grievance may be settled by three votes favoring the determining outcome. The decision of this board will be final and binding on both parties.

STEP FOUR: (arbitration) If the grievance is not settled at the Grievance Board of Adjustment, the Union may request Arbitration within the fifteen (15) working days, immediately following the decision of the Grievance Board, delivering a written notice to the Employer, of its intent to arbitrate the dispute.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin. The cost of arbitrator and the cost of necessary expenses required to pay for facilities for the 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.

- 26.2 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.
- 26.3 If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement. 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 27 – TERM OF AGREEMENT

- 27.1 This Agreement shall be in full force and effect from the first (1st) day of August 2025, and shall remain in full force and effect through the thirty-first (31st) day of July 2028, and shall continue in full force an effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:
 - A) Either party desiring to change or amend the Agreement shall notify the other party in writing sixty (60) days prior to the expiration day, specifying the changes desired. Changes in the Agreement shall be limited to those outlined in writing, and all items of the Agreement not specifically set forth in the written notice shall be regarded as automatically renewed.
 - B) Negotiations shall begin within fifteen (15) days after receipt of such notice, unless such time is extended by mutual agreement

C) Either party may serve written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to August 1, 2028, to amend the wage rates provided for in this Agreement. Upon receipt of such notice, the other party will immediately meet and negotiate in good faith concerning the modification proposed.

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

Marianne Giordano
Executive Director/CFO

Date: 7/24/2025

PLUMBERS AND PIPEFITTERS LOCAL UNION 192

Rich Martin Business Manager

Date: 7-24-2025