

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

COLORADO AFL-CIO



July 1, 2019 to and including June 30, 2022

This Agreement, entered into by The Colorado AFL-CIO, 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 for the termination.
- 1.3 The Union recognizes that the 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.
- 2.2 Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs 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 will deduct initiation fees, dues, and voluntary contributions to the Office and Professional Employees International Union J.B. Moss Voice of the Electorate (VOTE) Program from the wages of each employee who so desires. To be remitted monthly by the tenth (10th) day of the following month.

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.

Voluntary contributions deducted from employee's paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the CFO of the Office and Professional Employees International Union, Local 30, 705 West Arrow Highway, 2nd Floor, P.O. Box 9000, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.

- 3.2 Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect the first month following written notice from the Union. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.
- 3.3 The Union shall provide deduction assignments with the Employer for each employee prior to such deductions.
- 3.4 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 Eight (8) consecutive hours between the hours of 7:00 A.M., and 6:00 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. 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 It is understood that salaried employees will have to frequently flex their hours to meet their job assignments.
- 4.3 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 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.
- 4.4 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 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.

- 4.5** Employees shall have the right to leave their offices for the fifteen (15) minute break.

ARTICLE 5 – OVERTIME

- 5.1** All work performed over eight (8) 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 therefore, 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.
- 5.5** Overtime shall not apply to salaried employees.

ARTICLE 6 – HOLIDAYS

- 6.1** Bargaining unit employees who have completed their probationary period shall be entitled to eleven (11) 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 following eleven (11) holidays shall be observed without reduction in pay: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day After Thanksgiving, Christmas Eve, Christmas Day, and two 2 Floating Holidays.

- 6.3** 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.
- 6.4** 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 un-worked holiday.
- 6.5** 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 – SICK LEAVE

- 7.1** The employer agrees that sick leave, with pay, shall be granted to each employee in the bargaining unit and shall accrue at the rate of one day per month. An employee shall be allowed to accrue a maximum of sixty-three (63) days of unused sick leave.
- 7.2** Sick leave, with pay, may be used by employees for employees for themselves, spouses/significant others, children, parents, and grandchildren.
- 7.3** The executive director may request proof of illness after three (3) consecutive work days of sick leave use.
- 7.4** Unused sick leave will not be paid out.
- 7.5** The employee may donate up to five (5) accrued sick days to another staff member who is seriously ill and has exhausted his/her sick leave. Donating employees must maintain five (5) accrued sick leave days.

ARTICLE 8 – VACATION TIME

- 8.1** Vacation time shall be granted to each employee in the bargaining unit based on years of service as follows:
- | | |
|----------------------------|---------------------|
| 0 – 2 years of employment | 15 days of vacation |
| 3 – 10 years of employment | 20 days of vacation |

10+ years of employment 25 days of vacation

- 8.2** Upon separation from employment for any reason an employee shall be paid out for any accrued, unused vacation, prorated by the months worked prior to the separation at their current rate of pay. Such pay shall be paid on the employee's last date of employment.
- 8.3** Employees must work his/her last regularly scheduled work day before vacation and his/her first regularly scheduled work day after vacation. In the event of an illness either the day before or the first day following vacation, the Employer has the option of requiring adequate proof of the illness.
- 8.4** Should a holiday falling under Article 6.2 fall during an employee's vacation, the employee shall have the option of another day off at the end of the vacation period or holiday pay in addition to vacation pay.
- 8.5** Vacation time cannot be accrued from year to year.
- 8.6** Beginning in the year 2020, vacation leave will be awarded on a calendar year rather than an anniversary year. Annually on December 31 each employee can either be paid out a maximum number of five (5) days of unused vacation time or choose to roll over a maximum of five (5) days of unused vacation time. 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 vacation.

ARTICLE 9 – PERSONAL LEAVE OF ABSENCE

- 9.1** The employee shall be granted one and one-half (1 ½) 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 the

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), grandchildren, brother, sister, spouse, and the mother and father of current spouse. Spouse is further defined to mean the person with whom the employee maintains a bona fide recognized relationship including domestic partner or significant other.

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

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 31st, and not later than the 45th 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 the 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 WORKERS’ COMPENSATION

- 15.1** The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Workers’ 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 two (2) weeks notice to the Employer in case of intended resignation, with the exception of an emergency situation that is mutually agreed to by the Employer and the employee. The provision of this Article shall not apply to extra workers.

ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 17.1** 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 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 eight (8) in the regular work day, and within forty (40) 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, provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure as outlined in this Agreement.
- 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** The Employer shall pay premiums to Kaiser Permanente on behalf of the bargaining unit members for full family coverage including Health, Vision, and Dental.
- 20.2** The Employer shall pay monthly premiums on behalf of all bargaining unit members for Basic Term Life and Accidental Death and Dismemberment (AD&D) coverage.
- 20.3** The Employer further agrees that they will maintain the Employees current level of benefits during the term of this Agreement, however, the Employer reserves the right to select any comparable carrier who will maintain this same level of benefits for the Employees.
- 20.4** 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.
- 20.5** 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.
- 20.6** 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.

ARTICLE 21 – CLASSIFICATION AND WAGES

- 21.1** The Financial and Operations Administrator shall receive a 3% wage increase each year of this contract. Memorandums of Understanding are attached regarding wages for the Administrative Assistant and Political Organizer classifications:

CLASSIFICATION	7/01/19	7/01/20	7/01/21
Administrative Assistant	See MOU	See MOU	See MOU
Financial and Operations Administrator	\$31.64	\$32.59	\$33.57
Political Organizer	See MOU	See MOU	See MOU

ARTICLE 22 – PENSION

- 22.1** The Employer agrees to contribute to the AFL-CIO Staff Retirement Plan, on behalf of each eligible employee, at the standard contribution rate as set by the Trustees of the Retirement Plan. This rate is subject to change each July 1st.
- 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.
- 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 at least 1000 hours in twelve (12) consecutive months 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 15% of his/her gross salary to this plan. FICA taxes will be withheld but these contributions will not be subject to Federal and State taxes. The employee shall bear any administrative fees.

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 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.

Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs.

For less severe situations where the employee's conduct in relation to work

affects the Employer's productivity and/or operations, a written warning system shall be established. A copy of the written warning shall be mailed to the Union.

Step One: Verbal warning or formal counseling with notation in employee's file.

Step Two: Written warning. An identified written disciplinary notice, including an explanation of the conduct or work performance issue which needs improvement.

Step Three: Final written warning with a possible unpaid suspension, not to exceed three (3) days.

Step Four: Termination in writing.

The employee shall be given at least three (3) working days between each step to allow for improvement, unless otherwise stated in written form during a discipline step meeting.

Warnings will be removed from the employee's personnel file after twelve (12) months if there are no related disciplinary problems in the interim.

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:

(A) 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. 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 the Agreement which has been allegedly violated.

(B) STEP TWO: If the grievance is not settled in Step One, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step One, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is not resolved at this Step of the

Grievance and Arbitration Procedure within five (5) working days the grievance will be moved to Step Three.

(C) STEP THREE: If the grievance is not settled at Step Two, the Union may request Arbitration within the fifteen (15) working days, immediately following the Step Two decision.

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 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 decided 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 involved.

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, the Employer, 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 any 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 (1st) day of July, 2019 to and including the thirtieth (30th) day of June, 2022 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.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

By: Marianne Anderson

Title: Executive Director/CFO

Date: 8/29/19

COLORADO AFL-CIO

By: Dennis Dwyer

Title: Executive Director

Date: 8/29/19

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – UNION SECURITY	1
ARTICLE 3 – CHECK-OFF	1
ARTICLE 4 – HOURS OF EMPLOYMENT	2
ARTICLE 5 – OVERTIME	3
ARTICLE 6 – HOLIDAYS	3
ARTICLE 7 – SICK LEAVE	4
ARTICLE 9 – PERSONAL LEAVE OF ABSENCE	5
ARTICLE 10 – JURY DUTY	5
ARTICLE 11 – BEREAVEMENT BENEFITS	5
ARTICLE 12 – LEAVE OF ABSENCE	6
ARTICLE 13 – NO REDUCTION	6
ARTICLE 14 – SENIORITY	6
ARTICLE 15 – UNEMPLOYMENT AND WORKERS' COMPENSATION	7
ARTICLE 16 – LAY-OFF NOTICE	7
ARTICLE 17 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES	8
ARTICLE 18 – SAVINGS CLAUSE	8
ARTICLE 19 – RIGHTS OF MANAGEMENT	9
ARTICLE 20 – HEALTH AND WELFARE	9
ARTICLE 21 – CLASSIFICATION AND WAGES	9
ARTICLE 22 – PENSION	10
ARTICLE 23 – MATERNITY LEAVE	10
ARTICLE 24 – TECHNOLOGICAL CHANGES	10
ARTICLE 25 – NO DISCRIMINATION	11
ARTICLE 26 – QUALITY OF WORK LIFE	11
ARTICLE 27 – UNION LABEL	11
ARTICLE 28 – DISCIPLINE PROCEDURE	11
ARTICLE 29 – GRIEVANCE AND ARBITRATION	12
ARTICLE 30 – MUTUAL RESPECT AND RESPONSIBILITY	13
ARTICLE 31 – VOTE	14
ARTICLE 32 – TERM OF AGREEMENT	14

INDEX

BEREAVEMENT BENEFITS	5
CHECK-OFF.....	1
CLASSIFICATION AND WAGES	9
DISCIPLINE PROCEDURE.....	11
EXTRA WORKERS.....	8
GRIEVANCE AND ARBITRATION.....	12
HEALTH AND WELFARE.....	9
HOLIDAYS	3
HOURS OF EMPLOYMENT	2
JURY DUTY.....	5
LAY-OFF NOTICE	7
LEAVE OF ABSENCE	6
MATERNITY LEAVE.....	10
MUTUAL RESPECT AND RESPONSIBILITY.....	13
NO DISCRIMINATION	11
NO REDUCTION	6
OVERTIME	3
PENSION.....	10
PERMANENTLY EMPLOYED PART-TIME EMPLOYEES	7
PERSONAL LEAVE OF ABSENCE.....	5
QUALITY OF WORK LIFE	11
RECOGNITION	1
RIGHTS OF MANAGEMENT	8
SAVINGS CLAUSE.....	8
SENIORITY	6
TECHNOLOGICAL CHANGES.....	10
TERM OF AGREEMENT.....	14
UNEMPLOYMENT AND WORKMEN'S COMPENSATION	7
UNION LABEL.....	11
UNION SECURITY.....	1
VOTE	14