

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**BRICK LAYERS AND ALLIED CRAFT WORKERS
LOCAL #7**



**September 1, 2020
to and including
August 31, 2023**

AGREEMENT

This agreement, entered into by **BRICK LAYERS AND ALLIED CRAFT WORKERS LOCAL #7** 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 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.
- 2.2 The Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this Collective Bargaining Agreement, the Employer shall notify the Union as to the number and qualifications of employees desired and the Union shall refer applicants within forty-eight (48) hours of such notice.
- 2.3 Should the Union be unable to furnish employees acceptable to the Employer, within forty-eight (48) hours, the Employer has the right to obtain employees from any source available.
- 2.4 Upon hiring an employee, the Employer agrees to notify the Union within forty-eight (48) hours as to the name and social security number of the employee so hired.

- 2.5 The Chief Shop Steward and Stewards will be notified when a new bargaining unit employee is hired. The Chief shop steward and the area steward where the new employee will be employed may meet with the new employee within 15 days of his or her becoming employed. At that time, the stewards 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.
- 2.6 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. Reasonable time as applied to this Article shall mean not to exceed four (4) hours.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Seven (7) consecutive hours between the hours of 7:00 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.

OR

Eight (8) consecutive hours between the hours of 7:00 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.

- 3.2 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) or forty (40) hour full time employee status, 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.
- 3.3 The Employer agrees not to change the hour at which the working day is scheduled unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer and employee.
- 3.4 The Employer shall provide within the regular working hours two rest periods of fifteen (15) minutes each, to be arranged at an approximate midpoint within the morning and afternoon work periods or at a time mutually convenient to the Employer and the employee.
- 3.5 Employees shall have the right to leave their offices for the fifteen minute break.

ARTICLE 4 – OVERTIME

- 4.1** 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.

OR

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.

- 4.2** An employee called to work or called back to work, shall receive a minimum of four (4) hours work or pay therefore at the appropriate overtime rate.
- 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** The Employer will give employees at least four (4) hours prior notice of required overtime, except when emergency circumstances prevent such notice.

ARTICLE 5 – HOLIDAYS

- 5.1** The following seven (9) holidays shall be observed without reduction in pay: New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving day, and Christmas Day. In addition, employees with one year of service shall be entitled to one floating holiday to be taken at a time mutually agreed upon between the Employer and the employee. Should any of the listed holidays 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.
- 5.2** Any employee who is required to work on any of the aforementioned holidays will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an unworked holiday.
- 5.3** Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday.

ARTICLE 6 – VACATIONS

- 6.1 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. And after fifteen (15) consecutive years of service with the Employer, an employee prior to shall be eligible for twenty (20) days of vacation per year with pay.
- 6.2 In the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive vacation pay at the rate of one (1) days pay per month for each month's service over three (3) months. Upon leaving the service of the Employer any time after one (1) year of service, an employee shall receive all earned, but unused vacation pay as well as pay for all accrued vacation (calculated from their last anniversary date of hire to the date of their termination) as bonus pay, provided two (2) weeks notice of resignation has been given the Employer. Such pay shall be paid when the employee leaves employment.
- 6.3 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.
- 6.4 Should a holiday 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.
- 6.5 Vacation pay cannot be accrued from year to year. Vacation must be taken or reimbursement made, or it will be lost. Vacation will be based on the anniversary date of hire.
- 6.6 Employees shall have the option of receiving their vacation pay on the last day worked prior to their vacation.

ARTICLE 7 – SICK LEAVE

- 7.1 On May 1st of each year, each employee shall be entitled to ten (10) days of paid leave time which may be used for illness of the employee or dependents, or for personal business. On April 30th of each year, or upon termination of employment, employees shall be reimbursed 50% of all unused leave time. New employees shall be entitled to leave days pro-rated based on the period of time from the employee's date of hire, to next May 1st.

OR

At the discretion of the Employer for the term of this agreement, sick leave may be computed as follows: *s f (b)*

- 7.2 The Employer agrees to grant fifteen (15) days of sick leave with pay per year, computed from the anniversary date of employment. Sick leave shall not be accumulated beyond a total of thirty (30) days. The Employer may require that the employee obtain a doctor's certificate or other such evidence of sickness.
- 7.3 Within thirty (30) calendar days of the signing of this Agreement, each Employer will designate which sick leave policy will be in effect in his office. This will remain in effect for the duration of this Agreement.

ARTICLE 8 – JURY DUTY

- 8.1 The Employer shall comply with the requirements of current Colorado State law.

ARTICLE 9 – BEREAVEMENT BENEFITS

- 9.1 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 his/her immediate family. Immediate family is defined as: Mother, Father, Spouse, Child (including legally adopted children or foster children), Brother, Sister, Grandparents of employee, and Parents of current Spouse. The Employer may require verifications if abuse is suspected.

ARTICLE 10 – LEAVE OF ABSENCE

- 10.1 After one (1) years 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 to an employee by the Employer it shall not impair the employee's seniority as set out in Article 12 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.
- 10.2 Employees shall be allowed extended leaves of absence without pay not to exceed one (1) year beyond the accumulation of paid sick leave during periods of lengthy illness or disability, so certified by a medical doctor. During such leaves, seniority shall be retained, but will not accumulate. Seniority will accumulate during periods of paid sick leave.
- 10.3 Duly elected officers and stewards will be allowed necessary leave without pay for the purpose of attending to union business, providing the absence does not seriously, adversely affect the business of the Employer. Such time off will not affect the employee's seniority.

ARTICLE 11 – NO REDUCTION

11.1 All economic benefits in effect prior to the signing of this Agreement, which have not been altered through negotiation of this Agreement, shall remain in full force and effect.

ARTICLE 12 – SENIORITY

- 12.1** 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.
- 12.2** Whenever new positions are created or vacated positions become available within the bargaining unit, the Employer will give written notice to all their employees in the bargaining unit and to the Union, and the employees will have the right to submit written job bids for the new position in accordance with Article 17.
- 12.3** 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.
- 12.4** 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.
- 12.5** Employees shall be recalled from layoff in seniority order, provided such employees have the ability to satisfactorily perform the work. Employees recalled from layoff, assigned or promoted to a new position shall be entitled to a trial period of thirty (30) days in order to become proficient at the job.
- 12.6** Seniority shall terminate for any of the following reasons:
- A. Voluntary quitting
 - B. Discharge for just cause
 - C. Lay-off for a period in excess of one (1) year

ARTICLE 13 – UNEMPLOYMENT & WORKERS COMPENSATION

13.1 The Employer shall pay the necessary premiums to provide coverage under the State of Colorado Unemployment and Worker's Compensation Acts for each of his/her employees.

ARTICLE 14 – LAYOFF NOTICE

- 14.1** The Employer agrees not to layoff an employee without two (2) weeks notice or one week's pay in lieu thereof, unless dismissal is for just cause. The employee shall give two (2) weeks notice to the Employer in case of intended resignation, unless emergency circumstances prevail. If two weeks notice is not given the Employer, the employee shall forfeit all accumulated vacation or sick leave pay.

ARTICLE 15 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 15.1** Employees may be permanently employed on a regularly scheduled workweek 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 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 the hours of employment, except as provided for in Article 18.

OR

Employees may be permanently employed on a regularly scheduled workweek 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 days and within forty (40) in the regular work week, provided that the overtime provisions of 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 the hours of employment, except as provided for in Article 18.

- 15.2** The Employer shall not be permitted to employ more than one (1) part-time employee on a permanent basis unless the Employer employs at least one (1) full-time employee, provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure outlined in this Agreement.
- 15.3** The Employer may not employ more than two (2) part-time employees in any one office except by mutual agreement of the parties' signatory hereto. This provision may be waived by mutual agreement between the Employer, the employees, and the Union.

15.4 **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 19. Extra workers shall not be hired for more than sixty (60) calendar days.

15.5 In the event the Employer finds it necessary to employ Extra Workers for less than thirty (30) days, the Employer will notify the Union of the employee's name and social security number. Extra Workers shall be subject to the provision of Article 2, Union Security, after thirty-one (31) calendar days.

ARTICLE 16 – SAVINGS CLAUSE

16.1 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 between the parties shall be reduced to writing and made a part of this Agreement.

ARTICLE 17 – RIGHTS OF MANAGEMENT

17.1 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 and reasonable causes, such as but not limited to; dishonesty, negligence, incompetence, insubordination, intoxication, or drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 18 – HEALTH & WELFARE

18.1 The Employer agrees to reimburse, on behalf of all eligible employees, their full Health and Welfare premium. The premium amount shall cover the employee and their immediate family for Health, Dental and Vision benefits, and shall be paid on a monthly basis. The premium amount shall not exceed \$10.00 an hour. Employees covered under this agreement shall have the option to not receive coverage from the Employer provided the employee is covered by health insurance from another plan.

If for any reason such alternate health insurance coverage should terminate, the Employer and OPEIU Local #30 agree the Employer will provide coverage through the OPEIU Local #30 Benefit Fund.

18.2 The Employer paid premium as provided for herein shall be made on eligible employees effective the month following a thirty (30) day waiting period. Premiums shall be paid on behalf of all eligible employees. Regular or part-time employees must work twenty-four (24) or more hours per week to be eligible for coverage under the provisions of this Article. An employee (excluding extra

workers) not eligible for health and welfare coverage shall receive a one dollar (\$1.00) per hour increase in wages in lieu of this benefit.

- 18.3 The Employer shall pay one (1) month's premium for any employee on sick leave or personal leave of absence, or who is on temporary layoff status.

ARTICLE 19 – CLASSIFICATION AND WAGES

- 19.1 Employees shall be paid the following minimum scale of wages:

<u>Effective</u>	<u>9/1/2020</u>	<u>9/1/2021</u>	<u>9/1/2022</u>
Classification:			
Extra Worker (Wages set at 80% of Secretary I classification)	\$22.25	\$24.00	\$25.75
Secretary I (File clerk, receptionist, typing & data entry)	\$27.37	\$29.12	\$30.87
Secretary II Office Secretary/Bookkeeper/ Computer Operator	\$29.75	\$31.50	\$33.25

- 19.2 New hires will be paid at least 80% of the appropriate classification rate for the first six months, and at least 90% of the appropriate rate for the second six months. After twelve months of employment, employees will be paid 100% of the appropriate classification minimum hourly rate specified above.
- 19.3 Premium pay of six percent (6%) per week over the above rates shall be paid to supervisory employees. An employee who is being paid the six percent (6%) premium pay at the signing of this agreement shall continue to receive the premium pay.

ARTICLE 20 – PENSION

- 20.1 Effective May 1, 2010 the Employer agrees to contribute to the Western States Office and Professional Employees Pension Fund, a contribution on behalf of each employee in the amount of two dollars (\$2.00) per hours paid. The employee may elect to put any amount of the negotiated wage rate into pension.
- 20.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) days probationary period. The contributions for probationary employees shall start on the first of the month following the thirty (30) days probationary period.

This shall apply to all employees not presently covered by another pension plan which is Employer paid.

- 20.3** If an employee is injured on the job, the Employer shall continue to pay the required contribution for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave or absence in excess of forty-five (45) working 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.
- 20.4** 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.
- 20.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union Local #30 401(k) Plan. The Employer agrees that if the employee chooses, they will withhold an employee contribution to the 401K plan. The employee may contribute up to, but no more than, the amount set by the Internal Revenue Service from their yearly gross salary to this plan. FICA taxes will be withheld, but these contributions will not be subject to Federal or State taxes. The employee shall bear any administrative fees.
- 20.6** Effective with the April, 2011 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan and to contribute on behalf of each employee the contribution amount listed in the Updated Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Article 20.1.

ARTICLE 21 – TECHNOLOGICAL CHANGES

- 21.1** In the event the Employer should decide to make any technological or labor saving changes of any kind, including but not limited to the introduction of data processing equipment, computers, or automated equipment of any sort, the Employer agrees to meet with the Union to discuss the effects of such changes. It is mutually agreed that present employees shall be given first consideration for any new or changed position before any persons outside the bargaining unit are hired to fill the resultant jobs, provided existing employees have the ability to satisfactorily perform the work. In the event training is necessary for employees

to qualify for such positions, the Employer will provide adequate training to all affected employees at the time the technology is implemented.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 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 of 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 One, the written grievance may, no later than five (5) working days after the Step One meeting, be referred by the Union to the Employer, and the parties shall meet within five (5) working days of 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 rejections in writing, to the Union, within five (5) working days of the Step Two meeting.

STEP THREE: (hearing) If the grievance is not settled in Step Two, 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 (3) votes favoring the determining outcome. The Grievance Board shall provide the parties with a written determination within twenty-four (24) hours of the close of the hearing. 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 fifteen (15) working days immediately following the decision of the Grievance Board, by 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. E 01

- 22.2** 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 Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3** 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.
- 22.4** 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.

ARTICLE 23 – SKILL UPGRADE

- 23.1** Employees are encouraged to take skill upgrade training after work hours. With mutual agreement, the Employer will reimburse 100% of the cost including tuition, books and supplies upon successful completion of the course(s).

ARTICLE 24 – TERM OF AGREEMENT

- 24.1** This Agreement shall be in full force and effect from the first (1st) day of September, 2020, to and including the thirty-first (31st) day of August 2023, 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 seventy-five (75) days prior to the 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 seventy-five (75) days prior to the expiration date of the agreement give 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 may be extended by mutual agreement.
 - d)** Either party may serve a written notice on the other party not less than sixty (60) days nor more than seventy-five (75) days prior to September 1, 2021 and September 1, 2022 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 & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: Mariamne Mendano

Title: Executive Director/CFO

Date: 8/25/2020

**BRICKLAYERS AND ALLIED
CRAFTWORKERS LOCAL #7**

By: Robert Lopez

Title: Director

Date: 8/26/2020

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