

MEMORANDUM OF AGREEMENT

By and between

OPEIU LOCAL 30 and CBCTC

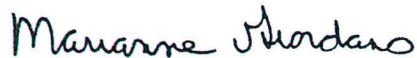
It is hereby agreed and understood that the current collective bargaining agreement by and between the Colorado Building and Construction Trades Council and OPEIU Local #30 dated May 1, 2021 thru April 30, 2024.

Effective May 1, 2021 the classification for Ms. Olivia Legg will be Administrative Assistant I. She will work one day (no more than 8.0 hours) per week. Ms. Legg will receive 90% of the appropriate wage rate as per Article 18 Classification and Wages, Section 18.1.

There will be no obligation by the Employer to contribute benefits to the Western States Pension Plan as per Article 19 -Pension, Section 19.4, 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 vacations periods or sick leave which does not exceed thirty (30) days.

OPEIU Local #30

CBCTC



Executive Director/CFO

Date: May 4th 2021


Date: 5 4 2021

MEMORANDUM OF UNDERSTANDING

By and between

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 30

AND

THE COLORADO BUILDING AND CONSTRUCTION TRADES COUNCIL

It is hereby agreed and understood that the current collective bargaining agreement by and between the Colorado Building and Construction Trades Council and the Office and Professional Employees International Union Local 30 dated May 1, 2021 through April 30, 2024, Article 18 - Classification and Wages, Section 18.1 shall be in effect for Ms. Gayle Noon.

Article 18 – Classification and Wages, Section 18.1, The Employer agrees that effective May 1, 2021 Ms. Gayle Noon, Administrative Assistant II/Bookkeeper, shall receive a 3% increase to her current hourly base wage:

	Base Hourly Wage Rate	Office Administrator Differential	Total Hourly Wage Rate
5/1/2021	\$33.80	\$2.00	\$35.80
5/1/2022	\$34.81	\$2.00	\$36.81
5/1/2023	\$35.85	\$2.00	\$37.85

It is agreed that the above is for Ms. Gayle Noon only. Should she leave her position with the Employer any new employee will be covered solely by the current collective bargaining agreement.

Office and Professional Employees
International Union Local 30


Executive Director/CFO

5/26/2021
Date

Colorado Building and Construction Trades
Council


Business Manager

5 26 2021
Date

MEMORANDUM OF UNDERSTANDING

FOR CONTRIBUTIONS FROM THE COLORADO BUILDING AND CONSTRUCTION TRADES COUNCIL (CBCTC)
AND THE BOILERMAKER'S LOCAL UNION #101 TO THE WESTERN STATES OFFICE AND PROFESSIONAL
EMPLOYEES PENSION FUND

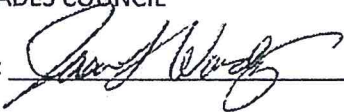
Whereas the undersigned Employer(s) and the undersigned Local Union No. 30 of the Office and Professional Employees International Union (the "Union") have entered into a collective bargaining agreement effective May 1, 2021 thru November 30, 2021.

Whereas, Article 20, sections 20.1-20.4 and 20.6 of the CBA calls for the employer contributions to the Western States Office and Professional Employees Pension Trust Fund until such time that the Employer has arranged to withdraw from such fund.

Now therefore, this Memorandum of Understanding (MOU) is designed and intended to modify Article 20-Pension, Sections 20.1-20.4 and 20.6 as [provided below]

1. Effective November 1, 2021 the Employer agrees to contribute to the OPEIU National Retirement Savings Plan (401k) a contribution on behalf of each employee in the amount of \$3.15 per hour paid.
2. Regular or part-time employees who work 70 or more hours per month shall be covered by the provisions of this Article.
3. Upon withdrawing from the Western States Office and Professional Employees Pension Fund, the Employer shall make the appropriate withdrawal liability payment per Federal law.
4. The employer's obligation to contribute to the Western States Office and Professional Employees Pension Fund shall remain in effect until the later of: (i) the expiration of the CBA or (ii) the date the employer is no longer under a duty to make such contributions under the National Labor Relations Act or other applicable law.

COLORADO BUILDING AND CONSTRUCTION
TRADES COUNCIL

BY: 

Title: Business Manager

Date: 5/26/2021

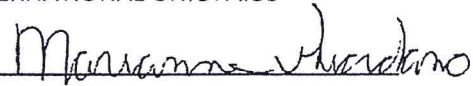
BOILERMAKERS LOCAL UNION #101

BY: 

Title: Business Manager

Date: 8-2-21

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION #30

BY: 

Title: Executive Director

Date: 5/26/2021

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

BUILDING TRADE UNION OFFICES

Colorado Building and Construction Trades
Council

International Brotherhood of
Boilermakers, Local 101



May 1, 2021
to and including
April 30, 2024

(November 2021 MOU/Western States Review)
(2022 MOA Legg Review)

AGREEMENT

This agreement, entered into by COLORADO BUILDING AND CONSTRUCTION TRADES UNION OFFICES 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. A regular full-time employee shall be guaranteed seven (7) hours of work each day of the established work week.

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. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week.

- 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 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.
- 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. When circumstances beyond the control of the Employer prevent such notification the thirty-five (35) or forty (40) hour guarantee will not apply.
- 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 eight (8) holidays shall be observed without reduction in pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day and Christmas Day. In addition, employees with one year of service shall be entitled to two (2) floating holidays 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 – Paid Time Off (PTO):

- 6.1** Each full-time employee shall accrue PTO each year to be used at employees' discretion for illness, vacation or personal business. PTO cannot be used until the employee has completed one (1) year of service. PTO will be based on the anniversary date of hire. A new employee who has completed one (1) consecutive year of service with Employer shall be entitled to fifteen (15) days of PTO per year with pay. An employee who has completed three (3) consecutive years of service with the Employer shall be entitled to twenty (20) days of PTO per year with pay. An employee who has completed thirteen (13) years of consecutive years of service with the employer shall be entitled to twenty five (25) days of PTO 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 one (1) day of PTO pay at the rate of one 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 PTO pay, as well as pay for all accrued PTO (calculated from their last anniversary date of hire to the date of their termination) as bonus pay, provided (2) two weeks notice of resignation has been given to the Employer. Such pay shall be paid when the employee leaves employment.
- 6.3** Prior approval from the employer shall be required for planned PTO of one (1) week or more. Such approvals will be based on operational needs of the employer but shall not be unreasonably denied. Seniority shall prevail if needed.
- 6.4** Should a holiday fall during an employee's PTO, the employee shall have the option of another day off at the end of the vacation period, or holiday pay in addition to PTO pay.
- 6.5** On the employee's annual date of hire the employer agrees to pay out accrued but unused PTO. PTO cannot be accrued from year to year, and PTO must be taken or paid out.
- 6.6** The Employer agrees that should an eligible employee or their immediate family as defined in Article 9 experience extenuating circumstances, the employee may use up to ten (10) additional days of paid PTO. The employer must be notified immediately. Additional PTO time requested must be approved by the Business Manager.

ARTICLE 7 – JURY DUTY

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

ARTICLE 8 – BEREAVEMENT BENEFITS

8.1 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 or spouses/significant other immediate family. Immediate family is defined as: Mother, Father, Step Mother, Step Father, Spouse, Children, Step Children (including legally adopted children or foster children), Brother, Brother In-Law, Sister, Sister In-Law, and Grandparents. The Employer may require verifications if abuse is suspected.

ARTICLE 9 – LEAVE OF ABSENCE

9.1 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.

9.2 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.

9.3 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 10 – NO REDUCTION

10.1 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 11 – SENIORITY

- 11.1** 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.
- 11.2** 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.
- 11.3** 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.
- 11.4** 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.
- 11.5** 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.
- 11.6** 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 12 – UNEMPLOYMENT & WORKERS COMPENSATION

- 12.1** 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 13 – LAYOFF NOTICE

- 13.1** 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 14 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 14.1** 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.

- 14.2** 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.
- 14.3** 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.
- 14.4** **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.

- 14.5 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 15 – SAVINGS CLAUSE

- 15.1 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 16 – RIGHTS OF MANAGEMENT

- 16.1 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 17 – HEALTH & WELFARE

- 17.1 Effective February 15, 2019 the Employer (CBCTC), (Boilermakers Local Union #101) agree to provide Health and Welfare coverage for all eligible employees through OPEIU 537/30 Health and Welfare Trust Fund. The employer and the Union agree that monthly payments, contributions, or reimbursements for healthcare costs, from the employer will not exceed \$1450 per eligible employee or \$17,400 annually. This benefit will not rollover from year to year. Any monthly expense for healthcare costs that exceeds \$1450 is solely that employee's responsibility.
- 17.2 Bargaining Unit members shall have the option to opt-out of the OPEIU Local 30/537 Health and Welfare Trust Fund, upon proof of coverage. The maximum monthly premium that would be paid by the employer for healthcare will instead be used to reimburse eligible employees the premiums for their own insurance coverage, or to reimburse the eligible employees for residue costs for an outside health plan (i.e. a spouse has covered employee at an extra premium expense.)
- 17.3 The employer agrees to reimburse eligible employees for residual balances for medical, dental, and vision expenses or other medical related expenses with any balance remaining of the \$1450. The employer will not reimburse or pay any expense without a valid invoice or receipt provided by the employee monthly. All

payments and reimbursements/ contributions from the employer shall be paid monthly.

- 17.4 Should an employee incur catastrophic medical expenses and the employee has not used their total annual benefit, the employer will reimburse the employee for medical expenses, not to exceed their annual benefit. Employees must provide a valid invoice or receipt for reimbursement.

ARTICLE 18 – CLASSIFICATION AND WAGES

- 18.1 Effective May 1st 2021, all classifications will receive a 3% wage increase for each of the 3 years of this contract.

<u>Effective</u>	5/1/2021	5/1/2022	5/1/2023
Classification:			
Extra Worker (Wages set at 80% of Secretary I classification)	\$22.80	\$23.48	\$24.18
Administrative Assistant I (File clerk, receptionist, & data entry)	\$28.51	\$29.37	\$30.25
Administrative Assistant II/ Bookkeeper	\$29.68	\$30.57	\$31.49

- 18.2 Newly hired employees will be paid at least 80% of the appropriate 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 minimum hourly rate specified above.
- 18.3 The Employer may assign one (1) employee as the “Office Administrator”. As “Office Administrator” the employee shall receive an additional \$2.00 per hour to their base pay to perform these duties.
- 18.4 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 employees’ 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, AFL-CIO, 6136 Mission Gorge Rd., Suite 214, San Diego, CA 92120, along with a listing of the names of contributors and the amounts.

ARTICLE 19 – PENSION

- 19.1** Effective May 1, 2011 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 one dollar and seventy-five cents (\$1.75) per hours paid. The employee may elect to put any amount of the negotiated wage rate into pension.
- 19.2** 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.
- 19.3** 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.
- 19.4** 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.
- 19.5** The Employer agrees to allow the employees to participate in the Office and Professional Employees International Union National Savings Plan (401K). 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.
- 19.6** Effective May 1, 2021 the Employer agrees to contribute 2% of each eligible employees hourly wage into the Office and Professional Employees International Union National Savings Plan (401K), to be paid monthly to the TPA on behalf of the eligible employee(s).
- 19.7** Effective with the May, 2011 hours paid, the Employer agrees to adopt the 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. 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 19.1.

ARTICLE 20 – TECHNOLOGICAL CHANGES

20.1 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 21 – GRIEVANCE AND ARBITRATION

21.1 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.

- 21.2 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.
- 21.3 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.
- 21.4 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 22 – EQUAL TREATMENT

- 22.1 The Union shall send notice to the Colorado Building and Construction Trades Council of any amendment to this Agreement negotiated between Office and Professional Employees International Union, Local #30 and any Employer signatory to this Agreement. Further, the Union shall make available to all Employers signatory to this Agreement the terms and conditions of any such amendment.

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 May, 2021, to and including the thirtieth (30th) day of April 2024, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- a) If either party elects to terminate the Agreement, such party shall on a date not less than sixty (60) days, nor more than 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.

**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: Marianne Mordano

Title: Executive Director/CFO

Date: 7/15/2021

**COLORADO BUILDING AND
CONSTRUCTION TRADES
COUNCIL**

By: Jose J. Wanda

Title: Business Manager

Date: 7 21 21

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**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: Marganne Phordano

Title: Executive Director/CFO

Date: 7/15/2021

**INTERNATIONAL
BROTHERHOOD OF
BOILERMAKERS LOCAL 101**

By: Ralph Collier

Title: Business manager

Date: 7-15-21

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