

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS LOCAL UNION #111**



November 1, 2019

to and including

October 31, 2022

THIS AGREEMENT, entered into by INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 111, 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 There shall be no reduction in force in the existing bargaining unit unless the Employer satisfactorily proves the necessity for such reduction.
- 1.3 The Union recognizes that the Employer has conditions which will affect only its 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 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 instances.

## **ARTICLE 3 – HOURS OF EMPLOYMENT**

- 3.1 Eight (8) consecutive hours between the hours of 7:00 A.M. and 6:00 P.M., exclusive of a lunch period of either one half (1/2) hour or one (1) hour (at the employee's choice, with a thirty (30) day notice to the Employer) at the approximate mid-point of the employee's shift shall constitute a day's work.

Forty (40) hours, Monday through Friday inclusive, shall constitute a weeks work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week. The Employer may change start times on an individual basis as business needs arise. Any changes shall be made with as much prior notice as possible to allow the employees to adjust their personal schedules.

- 3.2** When mutually agreed to between the Union and the Employer, the Employer may schedule a four (4) day work week. Ten (10) 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, on any four (4) days, Monday through Friday shall constitute a week's work. When employees are working a four (4) day workweek, a regular full-time Employee shall be guaranteed ten (10) hours of work on four (4) days of the established work week.
- 3.3** The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period or at a time mutually convenient to the Employer and the Union employee. Where working shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.
- 3.4** Employees shall have the right to leave their offices for the fifteen (15) minute break.

#### **ARTICLE 4 – OVERTIME**

- 4.1** All work performed over eight (8) hours in any one day, or over ten (10) hours in any one day of a four (4) day work week, 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. For overtime calculation purposes, overtime will be calculated by the tenth of an hour. Example 1/10 of an hour = 6 minutes, 5/10 = 30 minutes. All work performed on Sunday shall be considered overtime and paid for at the rate of double (2) the employee's base rate of pay. Any employee required to remain more than two hours beyond their regular quitting time shall be provided the sum of \$12.50 for the purpose of purchasing a meal. In the event the employee is required to remain in excess of four (4) hours, such employee will be afforded a thirty-minute period with pay during which to eat the meal.
- 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 rate of time and one-half (1 ½) the employee's base hourly rate of pay.
- 4.3** When employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

**ARTICLE 5 – HOLIDAYS**

- 5.1 The following holidays shall be observed with no reduction in salary: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the last workday before Christmas Day, Christmas Day, the last workday before New Year’s Day, Employee’s birthday, and such other holidays as are observed by fifty percent or more of the members of the Local Union acting as the Employer under this Agreement. Should any of the above holidays fall on Sunday, the following Monday 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. For employees working on a four (4) day work week, a holiday falling on the employees scheduled day off, shall be observed on their next scheduled work day.
  
- 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 un-worked holiday.

**ARTICLE 6 – VACATIONS**

- 6.1 Each employee shall receive vacation pay each year according to the following schedule of consecutive years of service:

	<u>Hours of paid vacation per year</u>
After one (1) year:	80 hours
After three (3) years:	120 hours
After eleven (11) years:	160 hours
After seventeen (17) years:	200 hours

An employee may elect to carry over a maximum of forty (40) hours earned vacation time from anniversary year to anniversary year. Employees shall be allowed to take vacation in increments of four (4) hours.

- 6.2 Upon leaving the service of the Employer, an employee shall receive all accrued but unused vacation pay. Such pay shall be prorated at the rate of one-twelfth (1/12) of annual vacation to which the employee is entitled for each full month of service up to the time of termination. However, 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) day’s pay per month for each month of service over three (3) months.
  
- 6.3 Vacation shall be scheduled by mutual agreement between the employee and the Employer. Employees shall be given first choice by seniority in selecting the time

of their vacations. Employees must give management at least a (48) forty-eight hour notice when requesting vacation time.

- 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.

## **ARTICLE 7 – SICK LEAVE**

- 7.1 The Employer shall grant sick leave with pay which may be used for illness of the employee, their spouse, or for doctor, dental, eye care, mental health and other medically related treatments and/or appointments. Sick leave shall be earned at the rate of ten (10) hours per month beginning with the first month of employment. Unused sick leave shall be accumulated to a maximum of seven hundred twenty (720) hours. Once an employee accumulates the maximum number of hours, they will continue to earn and be able to use sick leave during the following year. Any hours not used during the year will be lost on their anniversary date and the employee shall only be able to retain a maximum of seven hundred and twenty (720) hours. The Employer may require that the employee obtain a doctor's certificate or other proof of illness whenever it appears justified.
- 7.2 Upon submission of medical certification showing proof of disabling illness, an employee shall be entitled to a leave of absence for up to twelve (12) months. During such period the employee shall continue to hold and accrue the seniority and the right thereof to work (or job positions) per Article 14 of the Agreement, provided however, the Employer shall not be required to pay any benefits after the first seven hundred twenty (720) hours of such leave.
- 7.3 The Employee may use up to one-half (1/2) of their earned sick leave per year to care for their immediate family members. Immediate family members are defined as the employee's mother, father, children (including legally adopted children, step-children, and foster children) brother, brother-in-law, sister, sister-in-law, spouse and mother and father of current spouse, grandparents and grandchildren of employee and spouse.

## **ARTICLE 8 – PERSONAL LEAVE OF ABSENCE**

- 8.1 The employee shall be granted forty-eight (48) hours personal leave of absence per year on the first day of his/her anniversary month at the employee's base rate of pay for personal business. New employees shall be granted their personal leave of absence after successful completion of their probationary period. Such personal leave of absence shall be taken at the discretion of the employee, with the concurrence of management, in increments of no less than one-half hour. Three days were added in exchange for the employees agreeing to give up the following holidays, Martin Luther King's Birthday, Veterans Day and Good

Friday. Employees must give management at least a (48) forty-eight hour notice when requesting Personal Leave, with exceptions for emergency or extenuating circumstances.

## **ARTICLE 9 – JURY DUTY**

- 9.1** 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 10 – BEREAVEMENT BENEFITS**

- 10.1** Employees shall be excused from work without loss of pay for a maximum of three (3) consecutive days to attend the funeral of a member of their immediate family. For the purpose of this Article, the immediate family is defined as the employee's mother, father, child (including legally adopted children and foster children) brother, brother-in-law, sister, sister-in-law, spouse and mother and father of current spouse, grandparents and grandchildren of employee, and grandparents of current spouse, step-parents and step-children.
- 10.2** In the event an aunt or uncle of the employee dies, the employee may be allowed up to a total of eight (8) hours per year bereavement leave in order to attend the funeral without loss of pay.
- 10.3** If the funeral is in excess of a 250 mile radius of Denver two additional days may be granted by the Business Manager of Local #111 for justifiable circumstances.

## **ARTICLE 11 – LEAVES OF ABSENCE**

- 11.1** 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. Provided, however, that the Employer shall not be required to pay any benefits or wages during such leave. When such leave of absence is granted by the Employer, it shall not impair the employee's seniority as set out in Article 13 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 the leave of absence will lose rights to re-employment, unless otherwise agreed to by the Employer.
- 11.2** **UNION LEAVE OF ABSENCE** – Union Service Leave is a three (3) year leave of absence without pay to be granted an employee who is elected, appointed or selected by the Union to perform full-time work for the Local Union.

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

## **ARTICLE 12 – NO REDUCTION**

- 12.1 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.
- 12.2 The Employer agrees to continue providing the coffee, tea, hot chocolate, cup of soup, popcorn, aspirin, antacids, Tylenol and tissues.

## **ARTICLE 13 – SENIORITY**

- 13.1 Until the ninetieth (90) calendar day of employment, a new employee shall be considered a probationary employee and may be terminated at the discretion of the Employer. There shall be no responsibility on the part of the Employer to retain the employee.
- 13.2 No newly hired employees shall have any length of service credit during the probationary period. After an employee has satisfactorily completed the probationary period, length of service shall then date back to the date of her/his most recent date of hire and the employee shall be considered a regular employee.
- 13.3 Probationary employees will not receive benefits according to the terms and provisions of this agreement. The employer agrees to make contributions on behalf of probationary employees after the first sixty (60) days have been served.
- 13.4 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.
- 13.5 Seniority shall terminate for any of the following reasons:
- A. Voluntary quitting
  - B. Discharge for just cause
  - C. Layoff for lack of work for a period in excess of six (6) months

## **ARTICLE 14 – LAYOFF NOTICE**

- 14.1 The Employer agrees not to lay off an employee without two (2) weeks notice or one (1) weeks pay in lieu thereof, unless dismissal is for just cause. The employee shall give one (1) weeks notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.

## **ARTICLE 15 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

- 15.1** 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) hours 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 19.
- 15.2** 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.
- 15.3** The Employer may not employ more than two part-time employees except by mutual agreement of the parties' signatory hereto.
- 15.4** **TEMPORARY EMPLOYEES** – Temporary employees shall be paid at the per hour rate defined in Article 19. Temporary employees shall not be hired for more than ninety (90) calendar days, unless the temporary employee was hired with the implicit understanding that they were only hired for a specific project that might exceed the ninety (90) days. Temporary employees are not entitled to any benefits provided by this contract except for wages in Article 19.
- 15.5** The Employer shall notify the Union of all temporary employees at their time of hire. Temporary employees shall be subject to the provisions of Article 2 – Union Security, after thirty one (31) calendar days.
- 15.6** In the event a temporary employee becomes a permanent employee, the employee shall then serve a sixty (60) day probationary period which may be extended an additional thirty (30) days pursuant to Article 13 of the Agreement, if it becomes apparent to the Employer that the temporary employee needs additional training. If the employee is retained by the Employer following the probationary period, the Employee's Seniority date, as referenced in Article 13, shall be established from the last continuous date of hire.

## **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 cause such as, dishonesty, negligence, incompetence, insubordination, or intoxication while on duty, subject to appeal under the grievance and arbitration procedure herein established.
- 17.2** The Employer shall have the right to assign any Local Union 111, I.B.E.W. Officer, including Unit Officers, full or part-time appointed representative(s), including Chief Stewards and Stewards or any I.B.E.W. Local Union committee member(s), to use any and all types of computers and/or any other office type equipment in possession of the Employer, including any personally owned equipment of these types, in order to perform his/her duties or assignments, including the preparation or processing of any document(s), as needed. Documents produced or process in this manner shall not have the OPEIU Logo displayed on such document(s), unless specifically agreed to by the OPEIU Steward on a case by case basis, however, such document(s) may state that it was prepared by and I.B.E.W. member. In addition, at the discretion of the Employer, these individuals shall be allowed to use the Employer's equipment to perform personal type work. It is not the intent of the Employer to displace or layoff any current employee because of the implementation of this paragraph.

## **ARTICLE 18 – HEALTH & WELFARE**

- 18.1** The Employer shall make contributions to the Line Construction Benefit Fund on a monthly basis for each eligible employee at 100% of the cost.
- 18.2** The Employer contribution as provided herein shall be made on eligible employees on the effective date, except for employees serving the ninety (90) day probationary period. The contribution for probationary employees shall start on the first day of the month following the sixty (60) day probationary period.
- 18.3** The Employer shall continue payments for the first ninety (90) days for any employee on sick leave or personal leave of absence, or who is on a temporary layoff status. After ninety (90) days the employee shall make provisions for the payment of the full amount of the contribution which is then paid by the employee.
- 18.4** Regularly scheduled part-time employees who work eighty (80) or more hours per month shall be covered by the provisions of this Article. This shall not apply to

extra help covering for vacation periods or sick leave which does not exceed thirty (30) days.

**18.5** Effective November 1, 2016 the Employer agrees to make monthly pre-tax contributions, into the Line Construction Benefit Fund, Health Reimbursement Account, on all hours worked for all working classifications covered by this Agreement. The required hourly amount shall be determined by the Line Construction Benefit Fund.

**ARTICLE 19 – CLASSIFICATION AND WAGES**

**19.1** Effective on the dates shown below, employees shall be paid the following minimum scale of wages reflecting a 3% across the board increase each year during the (3) three-year agreement:

**CLASSIFICATION**

<b>Classification</b>	<b>11/1/2019</b>	<b>11/1/2020</b>	<b>11/1/2021</b>
Temporary Employee	\$23.20	\$23.90	\$24.62
Western Slope Administrative Assistant	\$23.20	\$23.90	\$24.62
Receptionist/File Clerk	\$30.02	\$30.92	\$31.85
Administrative Assistant	\$34.65	\$35.69	\$36.76
Bookkeeper Assistant	\$33.27	\$34.27	\$35.30
Bookkeeper/Accountant	\$36.17	\$37.26	\$38.38

\*Only Administrative Assistants hired into the Western Slope office will be paid at the lesser rate noted in Article 19.1.

\* If a vacancy occurs in the Bookkeeper/Accountant position, existing unit employees who bid on the position will be required to adequately prove they have the knowledge and necessary skill level to perform the job requirements as defined by management.

At Management's discretion, the Bookkeeper Assistant may be upgraded to the Bookkeeper/Accountant classification and pay, provided the Bookkeeper Assistant is at the thereafter rate for the Bookkeeper Assistant. Such assignment shall not be made unless the Bookkeeper/Accountant is absent for a minimum of five (5) consecutive work days.

**19.2** New employees will be paid at eighty (80) percent of the appropriate rate for the first six (6) months and ninety (90) percent of the appropriate rate for the second six (6) months. After twelve (12) months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

**19.3** When an employee is assigned to direct the work of others by the Employer, that employee shall receive a difference in pay of six (6) percent for all hours so assigned in excess of two (2) hours in any given day.

**19.4** In addition to the negotiated rates above, a regular full-time employee shall receive cumulative longevity increases, compounding each rate as earned:

Upon completion of two (2) years of regular full-time employment	\$ .50
Upon completion of five (5) years of regular full-time employment	\$ .60
Upon completion of ten (10) years of regular full-time employment	\$1.00

per hour in addition to the employee's base rate. Such amounts plus the negotiated rates stated above shall be considered as the employee's base rate.

## **ARTICLE 20 – PENSION**

**20.1** The Employer agrees to pay the required percentage or hourly amount, as applicable, for each employee covered under this Agreement. Said payments shall be paid into a Pension Trust to be known as the Eighth District Electrical Pension Trust. The required percentage or hourly amount shall be determined by said Trust.

**20.2** The Employer agrees to submit monthly reports as directed by the Trustees and shall pay said contributions to the Eighth District Electrical Pension Trust Fund, within fifteen (15) days after the end of each calendar month.

**20.3** The Employer shall be bound by and fully comply with all of the terms and provisions of said Trust Agreement and the rules and regulations adopted by the Trustees, together with any and all amendments, changes or additions thereto.

**20.4** Effective the first Monday following ratification, the Employer agrees to contribute a maximum of four (4) percent on behalf of each employee to the

Employer's 401K plan. Contributions will be based on the employee's monthly gross earnings. The Employer further agrees to allow individual pre-tax contributions at the employee's option.

## **ARTICLE 21 – MATERNITY LEAVE**

**21.1** 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 22 – GRIEVANCE AND ARBITRATION**

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 at 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 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 arbitrators, from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days from the receipt of said list, by the parties alternately striking one (1) name from the list, in turn, until only one (1) name remains. The one striking first will be decided with the flip of a coin.

The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.

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.

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 – MILEAGE**

**23.1** Employees may be required to use their personal vehicle when a need is determined by the Employer. Such required use shall not exceed twenty five (25) miles per week. For such use, the Employer agrees to pay the maximum allowable I.R.S. rate per mile for all such miles plus any appropriate parking fees. The Employer shall not be responsible for any other costs incurred for such use, including any and all motor vehicle violations such as parking tickets or any moving violations of any kind.

#### **ARTICLE 24 – UNION LABEL**

**24.1** 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 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 or age.

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

**26.1** Recognizing the desirability of mutual efforts to improve the work life of the employees and enhance the effectiveness of the organization, the Employer and the Union express their mutual belief that by encouraging greater employee participation, work can be made more satisfying and organizational performance and service quality can be improved. Therefore, the parties agree to continue cooperation in developing a spirit of mutual trust and respect by establishing a process whereby employees meet periodically with management for the purpose of coordinating efforts to improve quality of work life.

## **ARTICLE 27 – CHECK-OFF**

**27.1** The Employer will deduct initiation fees, dues. Voluntary contributions to the OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund will be deducted from the wages of any employee who submits a voluntary authorization card, and amount designated by such employee. The Employer shall remit such monies no later than the tenth (10<sup>th</sup>) of the month following the deduction to OPEIU Local #30, 705 W Arrow Highway, 2<sup>nd</sup> Floor, PO Box 9000, Claremont, CA 91711-9000.

**27.2** 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.

**27.3** The Union shall provide deduction assignments to the Employer for each employee, prior to such deductions.

**27.4** The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, and expenses associated with any arbitration that shall arise out of, or by reason of the compliance of the Employer with this Article.

## **ARTICLE 28 – TERM OF AGREEMENT**

**28.1** This Agreement shall be in full force and effect from the first (1<sup>st</sup>) day of November, 2019 to and including the thirty-first (31<sup>st</sup>) day of October, 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:

- 1) 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.

- 2) 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, give written notice to the other party.
- 3) If either party is served with notice 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 Stuardo

Title: Executive Director/CFO

Date: 11-21-19

**INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS,  
LOCAL UNION 111**

By: [Signature]

Title: Business Manager/Financial Secretary

Date: 12/2/2019

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