

COLLECTIVE BARGAINING AGREEMENT

By and between

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

And

IRONWORKERS LOCAL UNION 24



March 1, 2019

to and including

February 28, 2022

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AGREEMENT

This agreement, entered into by IRON WORKERS LOCAL UNION #24 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 (30th) and thirty-fifth (35th) 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 Employer agrees that when vacancies occur, or when new employees are needed to perform work covered by this collective bargaining agreement, the Employer will contact the union and the union may refer qualified individuals to the Employer. The Employer reserves the right to make all final hiring decisions.
- 2.3 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.
- 2.4 Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or lay-off 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.
- 3.2 When mutually agreed to between the Union and the Employer, the Employer may schedule a four (4) day work week adjusting hours and/or pay to meet the thirty- five (35) 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 the employee.
- 3.4 The Employer shall provide within the regular working hours two (2) 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 Union employee.
- 3.5 Employees shall have the right to leave their offices for the fifteen (15) minute break.

ARTICLE 4 - OVERTIME

- 4.1 All work performed over seven (7) hours in any one day of a five (5) day work week, or over eight and three quarters (8 3/4) 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 1/2) 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 1/2) 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 rate of time and one-half (1 1/2) the employee's base hourly rate of pay.
- 4.3 In offices employing more than one (1) employee, overtime may 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 (7) holidays shall be observed without reduction in pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving Day, and Christmas Day. In addition, employees with one year of service shall be entitled to one (1) 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 un-worked holiday.
- 5.3 Temporary employees must have been in the continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday in order to receive holiday pay.

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.
- 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) day's pay per month for each months 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, except as provided for in Article 14.1.
- 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 vacations.
- 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 cannot be carried over from year to year. Vacation will be based on the anniversary date of hire. The Employer must allow the employee time to take their

accrued vacation. Each year on the anniversary date of hire, the employee(s) shall receive a payout of or all earned but unused vacation time up to a total of four (4) days.

ARTICLE 7- SICK LEAVE

7.1 On March 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 February 28th 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 March 1st.

OR

7.2 The Employer agrees to grant fifteen (15) days 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 satisfactory evidence of sickness.

7.3 Within thirty (30) calendar days of the signing of this Agreement, the Employer will designate which sick leave policy will be in effect. 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 maximum of three (3) working days in the event of 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 current spouse. The Employer may require verifications if abuse is suspected.

ARTICLE 10- LEAVE OF ABSENCE

10.1 After one year's service, a leave of absence without pay not to exceed a period of three (3) months for reasons deemed justifiable by the Employer may be granted to an employee by the Employer. When such leave of absence is granted by the Employer it shall not impair the employee's seniority as set out in Article 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.

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 within the bargaining unit, the Employer will advise all employees in the bargaining unit, 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 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 13 - UNEMPLOYMENT & WORKMEN'S COMPENSATION

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

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 two (2) weeks notice to the Employer in case of intended resignation, unless emergency circumstances prevail. If two (2) weeks notice is not given the Employer, unless emergency circumstances prevail, the employee shall forfeit all earned and accrued vacation and sick leave pay. The provisions 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 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.
- 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 as 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 party's 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 Addendum "A." Extra workers shall not be hired for more than sixty (60) calendar days. 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 provisions 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, discharge, or to take any other disciplinary action against employees for proper cause in accordance with the provisions of this Agreement. By way of illustration, proper cause shall include, but shall not be limited to, such things as insubordination, dishonesty, incompetence, the failure to perform work as required, and the failure to work cooperatively with other employees and the Employer's clients.

ARTICLE 18 - HEALTH & WELFARE

- 18.1 It is agreed that the Employer shall contribute and pay into Intermountain Iron Workers Health and Welfare Trust Fund (IMIW) or any successor thereof. Employees shall be classified as 'Non-Bargaining' employees as defined in the IMIW Health and Welfare Trust Document or any successor thereof. Contributions shall be made at the monthly flat rate set by the Trustees for 'Non-Bargaining Employees'. If the Non-Bargaining employee status is no longer available through the Trust, or any successor thereof, the employee(s) may choose another Health Care plan, any cost over seven dollars (\$7.00) per hour (x) 160 hours per month shall be paid by the employee.

The current contribution rate is four dollars and ninety-six cents (\$4.96) per hour (x) 160. If the IMIW or any successor thereof hourly rate increases during the term of this agreement monies to cover the additional cost will be reallocated from the 401K plan employer contribution, per Article 20.7. The total amount allowed for reallocation will not exceed two dollars and four cents (\$2.04).

- 18.2 A copy of the Agreement and Declaration of Intermountain Iron Workers Health and Welfare Trust Fund together with all amendments thereto, or any successor thereof; shall be considered as part of this Agreement as though set forth here at length.

- 18.3 The Employer contribution as provided herein shall be made on eligible employees. The contribution for probationary employees shall be paid so the coverage begins the first of the month following a thirty (30) day waiting period.
- 18.4 The Employer shall pay one month's contributions requirements 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 minimum scale of wages set in Addendum "A":
CLASSIFICATIONS

Extra Worker (Shall be hired only for a limited amount of time-shall perform work as assigned)

Administrative Assistant (Duties include but are not limited to Receptionist, General Secretarial, and Data Entry)

Administrative Assistant / Bookkeeper (Must be able to perform all the duties of Administrative Assistant. Other duties include but are not limited to Executive Secretarial and/or Bookkeeper)

If there is only one (1) employee in the office, that employee shall receive the 6% premium pay as stated in Article 19.6 plus a 5% per hour wage increase per year. If there are two or more employees in the office there will be a 3% per hour wage increase per year and only the office manager will be eligible for the 6% premium pay as stated in Article 19.6.

- 19.2 In the event that notice of a wage/fringe reopener is provided, the parties to this Contract must immediately commence negotiations regarding this issue. In the event that no agreement is reached by February 1st of any extended years, the parties will resolve this wage/fringe deadlock through arbitration. If an arbitrator from the Judicial Arbitrator Group (JAG) is available and mutually acceptable, that person will be the Arbitrator. If no JAG arbitrator is available or acceptable to both parties, a request will be made to the Federal Mediation and Conciliation Service (FMCS) and the Arbitrator will be selected from a panel of five names submitted by the FMCS.
- 19.3 In the event that a wage/fringe reopener is resolved through arbitration, the Arbitrator will conduct a hearing as soon as possible and regardless of the filing of written briefs, render a decision within five days after the conclusion of the hearing. If a wage/fringe reopener is not resolved by the Arbitrator by February 28th of any extended year, the Arbitrator has the authority to review the reasons for any such delay and award, or decline to award, retroactivity.

- 19.4 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.
- 19.5 Premium pay of six percent (6%) per week over the above classifications shall be paid by the Employer when the Employer places an employee in charge of the office. The premium pay shall be paid only during the time that the employee is specifically placed in charge.
- 19.6 New Employees hired 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.

ARTICLE 20 - PENSION/ANNUITY

- 20.1 It is agreed that the Employer shall contribute and pay into all trust funds or any successor thereof; enumerated in Addendum "A" the appropriate amount negotiated for each hour worked by each employee covered by the terms of this Agreement.
- 20.2 Effective March 1, 2008, 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 fifty-five cents (\$1.55) per hours paid for. A copy of the Agreement and Declaration of the Western States Office and Professional Employees Pension Fund together with all amendments thereto, or any successor thereof; shall be considered as part of this Agreement as though set forth here at length.
- 20.3 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their thirty (30) day probationary period. The contribution for probationary employees shall start on the first of the month following the thirty (30) day probationary period.
- 20.4 If an employee is injured on the job, the Employer shall continue to pay the required contributions for a period of three (3) months following the end of the month in which the injury occurs. If an employee is on sick leave or personal leave of absence in excess of thirty (30) working days, the Employer will not be required to pay into the fund after the first thirty (30) working days, until the employee returns to work.
- 20.5 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 Workers covering for vacation periods or sick leave which does not exceed thirty (30) days.
- 20.6 Effective with the December 2010 hours paid, the Employer agrees to adopt the Western States Office and Professional Employees Pension Rehabilitation Plan. The Employer also agrees to contribute on behalf of each employee the surcharge 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 20.2.

- 20.7 The Employer shall contribute and pay into the OPEIU National 401K Plan an amount of two dollars and ninety-four cents (\$2.94) per hour for each hour paid to each employee covered under the terms of this agreement. It is further agreed that should the employees be required to pay a portion of their health and welfare premium or if the Employer paid health and welfare premium increases, up to two dollars and four cents (\$2.04) of the Employer's contribution may be reallocated, from the 401K Plan to payment of the health and welfare premium. A copy of the Agreement and Declaration of the OPEIU National 401K Plan together with all amendments thereto, or any successor thereof; shall be considered as part of this Agreement as though set forth here at length.
- 20.8 The Employer agrees that if the employee chooses, they will withhold the employee contribution to the 401K Plan set up by OPEIU Local 30. The employee may contribute at least 5%, but not more than the amount set by the Internal Revenue Service from his/her 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 administration fees.

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 - TECHNOLOGICAL CHANGES

- 22.1 In the event of Technological Changes, such as but not limited to, the introduction of data processing equipment, computers or other automated machines, the Employer agrees to discuss such changes, and the rate of pay for such jobs, with the Union prior to the installation of such equipment.
- 22.2 In the event the Union and the Employer cannot reach agreement on the rates of pay for new classifications established in accordance with this Article, then either party shall have the right to submit the dispute to the arbitration procedure of Article 23 of this Agreement.

ARTICLE 23 - GRIEVANCE AND ARBITRATION

23.1 All grievances shall be handled in the following manner:

STEP ONE: A grievance may be filed no later than ten (10) working days after the grievance first becomes known or should have become known. The grievance must be presented by the Union of the aggrieved employee to the proper supervisor involved. If the grievance is not resolved with the supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.

STEP TWO: If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step 1, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is rejected at this step of the Grievance and Arbitration Procedure, the Employer will state the reasons for such rejection in writing to the Union.

STEP THREE: If the grievance is not settled at Step 2, after five (5) working days after referral to Step 2, the Union may request a Grievance Board of Adjustment review within five (5) working days immediately following the five (5) day period above, by delivering a written notice to the Employer.

Within five (5) working days of such notice, a Grievance Board of Adjustment meeting shall be held and a vote taken with respect to the disposition of the grievance.

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 decision of this Board will be final and binding on both parties.

STEP FOUR: If the grievance is not settled at the Grievance Board of Adjustment, the Union may request Arbitration within the fifteen (15) working days, immediately following the vote, 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 twenty-four (24) hours by the Employer and the Union, by 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 by the Employer.

23.2 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 the Employer and the Union involved.

23.3 The decision of the arbitrator shall be submitted in writing within sixty (60) days and shall be final and binding on all parties.

- 23.4 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.
- 23.5 The grievance shall be considered null and void, if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitation set forth above, unless the parties involved agree to extend said time limitations;
- 23.6 The arbitrator shall not have the authority to excuse a failure by the union or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.
- 23.7 If the Employer desires to file a grievance relating to any of the provisions of this Agreement, then it shall be incumbent upon the Employer to adhere to all of the provisions of the Grievance and Arbitration Procedure set forth above.

ARTICLE 24- SKILL UPGRADE

- 24.1 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 25 - DRUG POLICY

- 25.1 Policy Statement - The parties recognize the problems created by drug and alcohol abuse and the need to develop prevention and treatment programs. The Employer and the Union have a commitment to protect people and property, and to provide a safe working environment. The purpose of the following program is to establish and maintain a drug free, alcohol-free, safe and healthy work environment for all of its employees.
- 25.2 DEFINITIONS
- a. Prohibited Items and Substances – Prohibited substances include illegal drugs (including controlled substances, look-alike drugs and designer drugs), alcoholic beverages, and drug paraphernalia in the possession of or being used by an employee on the job.
 - b. Employees – Individuals who perform work for the Employer.
 - c. Accident – Any event resulting in injury to a person or property to which an employee contributed as a direct or indirect act.
 - d. Incident – An event that has all the attributes of an accident, except that no harm was caused to the person or the property.
 - e. Reasonable Cause – Reasonable cause shall be defined as erratic behavior such as noticeable imbalance, incoherence, or disorientation.

25.3 CONFIDENTIALITY

- a. All parties to this policy and program have only the interests of employees in mind; therefore, we encourage any employee with a substance abuse problem to come forward and voluntarily accept our assistance in dealing with the illness. If available, an employee assistance program will provide guidance and direction for you during your recovery period. If you volunteer for help, the Union and the Employer will make every reasonable effort to return you to work upon your recovery. The Union and the Employer will also take action to ensure that your illness is handled in a confidential manner.
- b. All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know."
- c. When a test is required, a code number will identify the specimen, to ensure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.
- d. Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.
- e. The handling and the transportation of each specimen will be properly documented through strict chain of custody procedures.

25.4 RULES – DISCIPLINARY ACTIONS – GRIEVANCE PROCEDURES

1. Rules – All employees must report to work in a physical condition that will enable them to perform their jobs in a safe and efficient manner.
Employees shall not:
 - a. Use, possess, dispense, or receive prohibited substances on or at the job site; or
 - b. Report to work with any measurable amount of prohibited substances in their system.
2. DISCIPLINE – When the Employer has reasonable cause to believe an employee is under the influence of a prohibited substance, for reasons of safety, the employee may be suspended without pay until test results are available. If the test results prove negative, the employee shall be reinstated with back pay.
In all other cases:
 - a. Applicants testing positive for banned substances will not be hired.
 - b. Employees who have not voluntarily come forward, and who test positive for banned substances, will be terminated.
 - c. Employees who refuse to cooperate with testing procedures will be terminated.
 - d. Employees found in possession of drugs and/or drug paraphernalia will be terminated.
 - e. Employees found selling and/or distributing drugs will be terminated.
 - f. Employees testing positive and/or issued a citation for a banned substance will be subject to immediate termination.

3. PRESCRIPTION DRUGS – Employees using a prescribed medication, which may impair their performance, of job duties, either mental or motor functions, must immediately inform their supervisor of such prescription drug use. For the safety of all employees, the Employer will consult with you and your physician to determine if you will be placed on Leave of Absence until released as fit for duty by the prescribing physician. The Employee must meet the criteria of Article 10, Leave of Absence.
4. GRIEVANCE – All aspects of this policy and program shall be subject to the grievance procedure of this Agreement.
5. DRUG/ALCOHOL TESTING – The parties to this policy and program agree that the Employer will find it necessary to conduct drug and alcohol testing. The Employer shall conduct testing in the circumstances described below. This list is not intended to be exhaustive and testing is not limited to the following:
 - a. A pre-hire, ten - (10) panel drug and alcohol test shall be administered to all applicants by the Employer;
 - b. Testing may be required if an employee is involved in a workplace accident/incident or if there is a workplace injury;
 - c. Testing may be required when the Employer has reasonable cause to believe that an employee is working under the influence of drugs or alcohol, or is otherwise in violation of provisions set forth in this uniform drug/alcohol abuse program;
 - d. When deemed appropriate by the Employer, ALL employees on any site or shift may be tested to assure compliance with this program;
 - e. Employees may also be tested on a voluntary basis.
 - f. Each employee will be required to sign consent and chain of custody forms authorizing the testing.
 - g. Drug testing will be conducted by an independent accredited laboratory (National Institute on Drug Abuse and/or College of American Pathology), and may consist of blood, urine, and/or hair follicle tests, as required. Blood testing shall only be utilized for post-accident investigation.
 - h. The Employer shall bear the costs of all testing procedures. Employees will be compensated for time spent responding to the Employer's request for testing, provided the testing produces a negative result for banned substances.

25.5 REHABILITATION AND EMPLOYEE ASSISTANCE PROGRAM

Employees are encouraged to seek help for a drug or alcohol problem before it deteriorates into a disciplinary matter. If an employee voluntarily notifies supervision that he or she may have a substance abuse problem, the Employer will assist in locating a suitable employee assistance program for treatment and will counsel the employee regarding medical benefits available under the Employer and/or Union Health and Welfare Plan.

Employees returning to work after successfully completing the rehabilitation program will be subject to drug tests without prior notice for a period of one year. A positive test will then result in disciplinary action as previously outlined in this policy and program.

ARTICLE 26 - TERM OF AGREEMENT

- 26.1 This Agreement shall be in full force and effect from the first day of March 2019 to and including the twenty-eighth (28th) day of February 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 one hundred and twenty (120) days prior to such date of a desire to change, modify, amend, or terminate this Agreement, it shall continue in full force and effect an additional year thereafter and shall remain in effect from year to year thereafter, unless notice is given in writing by either party to the other at least sixty (60) days but not more than one hundred and twenty (120) days prior to the expiration of such contract.
 - 2) If either party is served with notices of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which time may be extended by mutual agreement.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30

BY: Marianne Giordano
Marianne Giordano

TITLE: Executive Director/CFO

DATE: 2-22-2019

IRON WORKERS LOCAL UNION 24

BY: Mark Calkins
Mark Calkins

TITLE: Business Manager FS/T

DATE: _____

ADDENDUM "A": Wage Rates

Collective Bargaining Agreement
By and between
Office and Professional Employees International Union Local #30, AFL-CIO
And
Ironworkers Local #24
March 1, 2019 through Feb 28, 2022

Extra Worker							
	WAGES	H&W	PENSION	401k	SURCHARGE		TOTAL
March 1, 2019	\$17.61	\$0.00	\$0.00	\$0.00	\$0.00		\$17.61
March 1, 2020	\$18.14	\$0.00	\$0.00	\$0.00	\$0.00		\$18.14
March 1, 2021	\$18.69	\$0.00	\$0.00	\$0.00	\$0.00		\$18.69
Administrative Assistant							
	WAGES	H&W	PENSION	401k	SURCHARGE		TOTAL
March 1, 2019	\$23.37	\$4.96	\$1.55	\$2.94	\$1.24		\$34.06
March 1, 2020	\$24.07	\$4.96	\$1.55	\$2.94	\$1.24		\$34.76
March 1, 2021	\$24.79	\$4.96	\$1.55	\$2.94	\$1.24		\$35.48
Administrative Assistant Bookkeeper							
	WAGES	H&W	PENSION	401k	SURCHARGE		TOTAL
March 1, 2019	\$27.10	\$4.96	\$1.55	\$2.94	\$1.24		\$37.79
March 1, 2020	\$27.91	\$4.96	\$1.55	\$2.94	\$1.24		\$38.60
March 1, 2021	\$28.75	\$4.96	\$1.55	\$2.94	\$1.24		\$39.44

Administrative Assistant, Bookkeeper, Office Manager

	WAGES	H&W	PENSION	401k	SURCHARGE	6%	TOTAL
<i>March 1, 2019</i>	<i>\$28.72</i>	<i>\$4.96</i>	<i>\$1.55</i>	<i>\$2.94</i>	<i>\$1.24</i>	<i>\$1.72</i>	<i>\$41.13</i>
<i>March 1, 2020</i>	<i>\$29.58</i>	<i>\$4.96</i>	<i>\$1.55</i>	<i>\$2.94</i>	<i>\$1.24</i>	<i>\$1.77</i>	<i>\$42.04</i>
<i>March 1, 2021</i>	<i>\$30.47</i>	<i>\$4.96</i>	<i>\$1.55</i>	<i>\$2.94</i>	<i>\$1.24</i>	<i>\$1.83</i>	<i>\$42.99</i>