

COLLECTIVE BARGAINING AGREEMENT

by and between

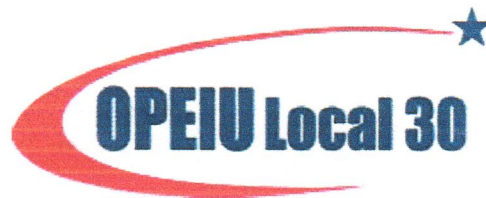
**OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL #30, AFL/CIO**

and

**UNITED ASSOCIATION OF
PIPEFITTERS LOCAL UNION 208**

and

**PIPEFITTERS JOINT APPRENTICESHIP
TRAINING COMMITTEE**



May 1, 2018
to and including
April 30, 2021

ARTICLE 1 – RECOGNITION	1
ARTICLE 2 – UNION SECURITY	1
ARTICLE 3 – HOURS OF EMPLOYMENT	2
ARTICLE 4 – OVERTIME	3
ARTICLE 5 – HOLIDAYS	3
ARTICLE 6 – VACATIONS	4
ARTICLE 7 – SICK LEAVE	4
ARTICLE 8 – MATERNITY LEAVE	5
ARTICLE 9 – JURY DUTY	5
ARTICLE 10 – BEREAVEMENT BENEFITS	5
ARTICLE 11 –LEAVE OF ABSENCE	5
ARTICLE 12 – NO REDUCTION	6
ARTICLE 13 – SENIORITY	6
ARTICLE 14 – UNEMPLOYMENT & WORKERS COMPENSATION.....	6
ARTICLE 15 – LAYOFF NOTICE.....	7
ARTICLE 16 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES	7
ARTICLE 17 – SAVINGS CLAUSE.....	8
ARTICLE 18 – RIGHTS OF MANAGEMENT	8
ARTICLE 19 – HEALTH AND WELFARE	8
ARTICLE 20 – CLASSIFICATION AND WAGES.....	9
ARTICLE 21 – PENSION	10
ARTICLE 22 – TECHNOLOGICAL CHANGES.....	11
ARTICLE 23 – GRIEVANCE AND ARBITRATION	11
ARTICLE 24 – EQUAL TREATMENT	12
ARTICLE 25 – SKILL UPGRADE.....	13
ARTICLE 26 – DUES AND POLITICAL CHECKOFF.....	13
ARTICLE 27 – TERM OF AGREEMENT	14

BEREAVEMENT BENEFITS.....	5
CLASSIFICATION AND WAGES.....	9
DUES AND POLITICAL CHECKOFF.....	13
EQUAL TREATMENT	12
GRIEVANCE AND ARBITRATION	11
HEALTH AND WELFARE.....	8
HOLIDAYS	3
HOURS OF EMPLOYMENT	2
JURY DUTY.....	5
LAYOFF NOTICE.....	6
LEAVE OF ABSENCE	5
MATERNITY LEAVE.....	5
NO REDUCTION	6
OVERTIME	3
PENSION.....	10
PERMANENTLY EMPLOYED PART-TIME EMPLOYEES	7
RECOGNITION	1
RIGHTS OF MANAGEMENT	8
SAVINGS CLAUSE	8
SENIORITY	6
SICK LEAVE	4
SKILL UPGRADE	13
TECHNOLOGICAL CHANGES.....	11
TERM OF AGREEMENT.....	13
UNEMPLOYMENT & WORKERS COMPENSATION.....	6
UNION SECURITY	1
VACATIONS.....	4

AGREEMENT

This agreement, entered into by Pipefitters Local Union #208, and Pipefitters Joint Apprenticeship Training Committee, 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.

The chief shop steward and/or the area steward will be notified when a new

bargaining unit employee is hired. The chief shop steward and/or 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 steward(s) 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.

- 2.5 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 the 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 thirty-five (35) or forty (40) hour guarantee, will not apply in the event of circumstances beyond the control of the Employer (ie: act of God, burning building, etc.).
- 3.4 The Employer agrees not to change the hour at which the working day is scheduled unless such change is to continue for a period of at least two (2) weeks, except by mutual consent of the Employer and employee.
- 3.5 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.

- 3.6 Employees shall have the right to leave their offices for the fifteen minute break.
- 3.7 If it becomes necessary to layoff an employee, the Employer may ask the two least senior employees to job share.

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 employees 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 one floating holiday to be taken at a time mutually agreed upon between the Employer and the employee. Should any of the listed holidays fall on Sunday, the day observed by the nation shall be considered the holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday, unless otherwise mutually agreed.

- 5.2 Any employee who is required to work on any of the aforementioned holidays will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an unworked holiday.
- 5.3 Temporary employees must have been in continuous employ of the Employer for at least thirty (30) calendar days prior to the holiday.

ARTICLE 6 – VACATIONS

- 6.1 Each employee shall receive ten (10) work days vacation with pay per year, provided they have worked one (1) year. An employee who has completed three (3) consecutive years of service with the Employer shall be entitled to fifteen (15) work days of vacation per year with pay. Employees who were hired prior to May 1, 1973 shall be eligible for twenty (20) days vacation after fifteen years of service.
- 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 vacation pay at the rate of one (1) day 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 accrued, but unused vacation pay as bonus pay, provided two (2) weeks notice of resignation has been given the Employer.
- 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 pay cannot be accrued for more than two (2) years. Vacation must be taken or reimbursement made, or it will be lost. Vacation will be based on the anniversary date of hire.
- 6.6 Employees shall have the option of receiving their vacation pay on the last day worked prior to their vacation.

ARTICLE 7 – SICK LEAVE

- 7.1 The Employer agrees to grant fifteen (15) days of sick leave with pay per year, after completing one (1) full year of service with the employer. Sick leave shall not be accumulated beyond a total of thirty (30) days. The Employer may require

that the employee obtain a doctors certificate or other such evidence of sickness. Upon mutual separation, with a two (2) week written notice, the employee will be paid out for 50% of all unused sick time.

ARTICLE 8 – MATERNITY LEAVE

- 8.1 The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act as amended by the Pregnancy Discrimination Act and the Colorado Pregnant Workers Fairness Act. Such rules shall be subject to the grievance and arbitration procedure set forth in Article 23 of this agreement.

ARTICLE 9 – JURY DUTY

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

ARTICLE 10 – BEREAVEMENT BENEFITS

- 10.1 An employee shall be excused from work without loss of pay for a maximum of three (3) working days in the event of the death of a member of his/her immediate family. Immediate family is defined as: Mother, Father, Spouse, Child (including legally adopted children or foster children) Brother, Sister, Grandparents of employee and parents of current spouse.

ARTICLE 11 –LEAVE OF ABSENCE

- 11.1 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 13 hereof. The Union shall be notified in writing by the Employer when such leave 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.
- 11.2 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.
- 11.3 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 12 – NO REDUCTION

- 12.1** 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 13 – SENIORITY

- 13.1** 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.
- 13.2** 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 18.
- 13.3** New employees shall be regarded as probationary employees for the first one hundred and twenty (120) calendar days of their employment and there shall be no responsibility on the part of the employer to retain these employees during the probationary period. If the employee is retained beyond the probationary period, their name shall be placed on the seniority list as of the date of their last hiring.
- 13.4** 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.
- 13.5** 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 14 – UNEMPLOYMENT & WORKERS COMPENSATION

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

ARTICLE 15 – LAYOFF NOTICE

- 15.1** The Employer agrees not to layoff an employee without two (2) weeks notice or one week of 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 16 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 16.1** 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 19.

OR

Employees may be permanently employed on 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 19.

- 16.2** 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.
- 16.3** 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.

- 16.4** **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 20. Extra workers shall not be hired for more than sixty (60) calendar days.
- 16.5** 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 17 – SAVINGS CLAUSE

- 17.1** 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 18 – RIGHTS OF MANAGEMENT

- 18.1** 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 19 – HEALTH AND WELFARE

- 19.1** Effective for coverage beginning June 1, 2010, the Employer shall pay full monthly premiums, on a non-bargaining basis, to the Colorado Pipe Industry Fund for all of their full-time employees. The amount of the monthly premium shall not exceed the amount contributed on behalf of the Pipefitters Local 208 members. Should the necessary premium exceed the amount set forth above, any additional amount shall be deducted from the employee's wage. Coverage for eligible employees shall be based on the rules and regulations of said fund.
- 19.2** The Employer paid premium as provided for herein shall be made on new eligible employees after a thirty (30) day waiting period. Contributions for all eligible employees shall be made on a monthly basis. Coverage would begin the first of the month following the thirty (30) day waiting period. Eligible employees are defined as follows: Full-time employees working thirty-five (35) hours per week, or one hundred forty (140) hours per month.
- 19.3** Part-time employees must work a minimum of twenty-four (24) hours per week to be eligible for coverage. The Employer agrees to pay an hourly rate equal to the

current monthly premium divided by one hundred forty (140) hours times the amount of hours paid per week to the part-time employee. The employee agrees to pay the remaining amount equal to the monthly premium.

- 19.4 The Employer shall continue premiums for one month for an employee on sick leave or personal leave of absence, or who is on temporary layoff status.
- 19.5 An alternate plan may be designated by Local Union 30 with a forty-five (45) day advance notice to the Employer. The premium for such alternate plan on behalf of the employee shall not exceed the amount set in Article 19.1.
- 19.6 On the anniversary of renewal of the aforementioned plan, or upon mutual consent of all parties, the employees may choose to participate in a health and welfare plan other than the plan designated by Colorado Pipe Industry Fund.

ARTICLE 20 – CLASSIFICATION AND WAGES

20.1 Employees shall be paid the following minimum scale of wages:

EFFECTIVE:	6/1/18	6/1/18
	Pipefitters Local 208	Apprenticeship
<u>Classification:</u>		
Secretary New Hire (wages set at 70% of Secretary I classification) Every 6 months upon evaluation 5% increase until full wage of Secretary I has been met.	\$17.47	\$17.47
Secretary I (file clerk, receptionist, typing & data entry)	\$24.96	\$24.96
Secretary II (Office Secretary/Bookkeeper/ Computer Operator)	\$26.10	\$26.10

Effective May 1, 1998 and every year thereafter, all employees will be paid the same percentage increase as Pipefitters Local Union #208.

- 20.2 Employees hired on or after May 1, 1996, will be paid at least seventy percent (70%) of the appropriate rate for the first six months, seventy-five percent (75%) for the second six months, eighty percent (80%) for the third six months, eighty-five (85%) for the fourth six months, ninety percent (90%) for the fifth six months, and ninety-five percent (95%) for the sixth six months. After thirty-six

months of employment, employees will be paid 100% of the appropriate minimum hourly rate specified above.

- 20.3 Premium pay of six percent (6%) per week over the above rates shall be paid to supervisory employees, unless they are no longer in a supervisory capacity.

ARTICLE 21 – PENSION

- 21.1 The Employers agree to contribute to the Western States Office and Professional Employees Pension Fund. A contribution on behalf of each employee of the Pipefitters JATC in the amount of \$1.45 one dollar and forty five cents per hours paid. And a contribution on behalf of each employee of the Pipefitters Local 208 in the amount of (\$2.99) two dollars and ninety nine cents per hours paid. The employees of Pipefitters Local 208 are contributing (\$1.54) one dollar and fifty four cents per hour paid through a wage reduction. The employees (as a bargaining unit) may elect to put any amount of the negotiated wage rate into the pension.
- 21.2 The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for the employees serving their probationary period. The contributions for probationary employees shall start on the first of the month following the probationary period. This shall apply to all employees not presently covered by another pension plan which is Employer paid.
- 21.3 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 of 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.
- 21.4 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.
- 21.5 The Employer agrees to allow the employees to participate in the Office Professional Employees National Retirement Benefit Plan 401(k). 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.
- 21.6 Effective with the January, 2010 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. 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 21.1.

- 21.7 Effective with the January, 2010 hours paid, the employees agree that they will make the Supplemental Employer Contribution. The employees will do this through a wage reduction of the amounts. set by the percentage on the Updated Supplemental Contribution Schedule and the monies will be sent to the Western States Office and Professional Employees Pension Plan.

ARTICLE 22 – TECHNOLOGICAL CHANGES

- 22.1 In the event the Employer should decide to make any technological or labor-saving changes of any kind, including but not limited to the introductions 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 23 – GRIEVANCE AND ARBITRATION

- 23.1 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 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 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 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.

- 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. The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 22.3 The parties to any stage of the Grievance Procedure, the Grievance Board of Adjustment, or the arbitrator cannot have the authority to modify or amend, alter, add to or subtract from any provision of this Agreement.
- 22.4 If the time limits are not adhered to by the Union, the grievance shall be considered abandoned. If the Employer fails to answer the grievance, the grievance shall be considered to have been appealed by the Union to the next step of the procedure. Time limits may be extended by mutual agreement.

ARTICLE 24 – EQUAL TREATMENT

- 24.1 The Union shall send notice to the Pipefitters Local Union #208 and Pipefitters JATC 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 25 – SKILL UPGRADE

- 25.1** 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 the successful completion of the course(s).

ARTICLE 26 – DUES AND POLITICAL CHECKOFF

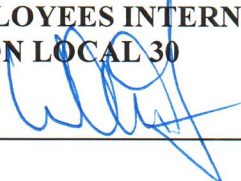
- 26.1** The Employer agrees to deduct union initiation fees, and dues from the wages of each employee. The Employer agrees to forward such monies to the office of the Union monthly.
- 26.2** The Employer agrees to remit such dues and initiation fees thus collected to the Union each month at a time that would insure receipt of said monies at the Union office no later than the tenth (10th) day of the following month from which the monies are deducted, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, or on leave of absence in which the Employer is continuing to provide a salary to the employee. The Employer will deduct unpaid union dues and initiation fees as known by the Employer to be owed by the employee, from the final paycheck of any eligible employee.
- 26.3** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer received written notice of the change from the Union.
- 26.4** 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.
- 26.5** Voluntary contributions deducted from employees' paychecks will be made payable to the J. B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the Office and Professional Employees International Union, Local 30, AFL-CIO, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 26.6** The Union agrees to file deduction assignments with the Employer for each employee prior to such deductions.

ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall be in full force and effect from the first day of May, 2018, to and including the thirtieth (30th) day of April, 2021, 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 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 AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: 

Title: Executive Director/CFO

Date: _____

PIPEFITTERS LOCAL UNION 208

By: 

Title: Business Manager

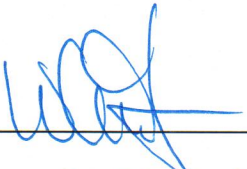
Date: 3/28/18

ARTICLE 27 – TERM OF AGREEMENT

27.1 This Agreement shall be in full force and effect from the first day of May, 2018, to and including the thirtieth (30th) day of April, 2021, 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 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 AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By:  _____

Title: Executive Director/CFO

Date: _____

**PIPEFITTERS JOINT
APPRENTICESHIP TRAINING
COMMITTEE**

By:  _____

Title: Training Coordinator

Date: 3/28/18