

# **COLLECTIVE BARGAINING AGREEMENT**

by and between

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

and

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION LOCAL #7**



**March 31, 2019 to and including March 26, 2022**

## **AGREEMENT**

This Agreement, entered into by UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, LOCAL # 7, 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 clerical employees, but excluding the Office Manager, Executive Clerical Staff, Computer Programmer, Janitor, and Professional Employees and Supervisors as defined in the National Labor Relations Act as amended, 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 of 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 its operation; this clause is not intended to broaden present and existing work assignments or jurisdictional lines and this clause is not intended to create the necessity of hiring additional employees.
- 1.3 For the purpose of this Agreement, work traditionally performed by members of this bargaining unit shall be considered to be the jurisdiction of O.P.E.I.U., Local #30. In the event of the absence of the bargaining-unit member, work regularly performed by that employee shall be assigned to another member of this bargaining unit.
- 1.4 It is further understood that the current or traditional work and job assignments performed by non-bargaining unit employees, including only the Secretary/Treasurer, Supervisors, Accounting Department and the Office Manager shall not be prohibited by the signing of this Agreement, provided that the continuance of this practice does not have the effect of reducing hours or eliminating jobs of Bargaining Unit employees.

### **ARTICLE 2 - UNION SECURITY**

- 2.1 Present and future 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 (30<sup>th</sup>) and the thirty-fifth (35<sup>th</sup>) 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 or those people referred by the Union.

- 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 noted 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 lunch period, shall constitute a day's work. Forty (40) hours shall constitute a week's work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of their established work week. The Employer reserves the right to change the work schedule (outside of 7:00 a.m. to 6:00 p.m.) due to extenuating circumstances such as strikes and election of officers of UFCW Local #7. Full-time employees whose work hours are to be reduced will be notified in writing not less than seventy-two (72) hours prior unless due to circumstances beyond the control of the Employer, such as extended power failures, fire, where snow emergencies are declared or other acts of God.
- 3.2 When mutually agreed between Employer and employee, the Employer may schedule a four (4) day work week, adjusting hours of work and/or pay to meet the forty (40) hour schedule.
- 3.3 The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes for each four (4) hour period worked. This rest period should occur approximately half way into each four (4) hour period. Should a person be scheduled to work less than seven hours per day, they would only be allowed one fifteen (15) minute rest period exclusive of lunch break. Employees working four (4) ten (10) hour days shall be entitled to two (2) breaks, in accordance with the foregoing, of eighteen (18) minutes.
- 3.4 Employees shall have the right to leave their offices for the fifteen (15) minute break.

### **ARTICLE 4 - NO FREE WORK**

- 4.1 It is intended that there shall be no "free" or "time off the clock" work practices under this Agreement. Any employee found by the Employer or by the Union to be engaging in such unauthorized practice shall be subject to discipline.

### **ARTICLE 5 - LUNCH PERIODS**

- 5.1 Each employee who is scheduled to work in excess of five (5) hours in a day shall receive, on their own time, a one (1) hour lunch period. The Employer and employee may mutually agree that the lunch period will be one-half (1/2) hour on a temporary or intermittent basis.
- 5.2 The Employer will provide a picnic table for Local 7 employees.



## **ARTICLE 6 - OVERTIME**

- 6.1** All work performed over eight (8) hours in any one day or over forty (40) hours in any one 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.
- 6.2** Employees required to work six (6) days in any week shall be paid time and one-half (1 1/2) for the sixth day provided the employee has worked all of their normal work shifts during that week. All work performed on the seventh (7th) day or on Sunday, 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. For employees scheduled eight (8) hour shifts, they shall be entitled to an additional fifteen (15) minute break in the event they are required to work in excess of ten (10) hours in a day.
- 6.3** Overtime will be offered first to the employee who normally performs the work, who is present and on the job. If the employee described refuses the overtime assignment, the Employer will offer the overtime to the bargaining unit employees by seniority, assigning the available overtime to the most senior qualified employee who is desirous of performing the work. The Employer reserves the right to assign overtime work to the least senior qualified employee.
- 6.4** An employee called to work, or called back to work, who is not normally working during the "call back hours" shall receive a minimum of four (4) hours work or pay therefore and shall be paid the applicable rate of pay.
- 6.5** For the purpose of this Article, all time paid shall be counted as time worked in the event of mandatory overtime.

## **ARTICLE 7 - HOLIDAYS**

- 7.1** The following holidays shall be observed with no reduction in salary, New Year's Day, Martin Luther King, Jr. Day, Cesar Chavez Day, one half (1/2) day Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, one-half (1/2) day before Christmas, Christmas Day, one-half (1/2) day before New Years day, Floating Holiday, and employee's anniversary date of employment.
- 7.2** 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 or the following Monday, unless otherwise mutually agreed. In the event Christmas Day and/or New Year's Day falls on a Saturday, the one-half (1/2) day before Christmas Day and/or the one-half (1/2) day before New Year's Day, will be observed on Thursday and Christmas Day and/or New Year's Day will be observed on Friday.



- 7.3 Employees who have completed one (1) year or more of continuous service with the Employer shall be entitled to one floating holiday and one anniversary holiday. Failure to take the holidays within twelve (12) months of the employee's anniversary date will result in forfeiture of the holidays.
- 7.4 Every effort should be made to notify the Office Manager, Personnel Director or Secretary Treasurer as to when the employee would like to take the floating and anniversary holidays.
- 7.5 **HOLIDAY PREMIUM** - Any employee who is required to work on any of the legal holidays stated above shall be paid double time (2) for the hours worked on that day, in addition to the compensation which the employee will receive for an un-worked holiday. There will be no pyramiding of this premium pay and any hours paid for at this premium will not be counted in computing overtime.
- 7.6 **COMPUTATION OF HOLIDAY PAY** - Provided the employee works his/her regularly scheduled day immediately preceding and following the holiday (unless excused or prevented from so working due to a bona fide illness), full-time employees shall receive eight (8) hours of pay. Part-time employees shall receive the number of hours they would normally have worked on the day in question, not to exceed eight (8) hours.

## **ARTICLE 8 - SICK DAYS/PERSONAL DAYS**

- 8.1 Each employee shall be allowed six (6) sick days per year without loss of pay. Any time lost in excess of six (6) sick days will not be paid. Each employee may receive a holiday bonus at the end of the year, provided the Executive Board or Local 7 President approves such. If the Executive Board or Local 7 President does not approve the holiday bonus at the end of the year, the employee may choose to cash out any unused sick/personal hours that were earned within that year, up to six (6) days or the employee may have the option of accruing all unused sick leave up to a maximum of sixty (60) days. If a holiday bonus is received and an employee has at least three (3) of their sick days left, they may choose to be paid for up to the three (3) days, and any remaining earned but unused sick/personal hours that year shall be accumulated, up to a maximum of sixty (60) days. A doctor's certificate or other authorized verification of illness may be required, should the Employer suspect abuse by an individual.
- 8.2 Employees may use their sick time in thirty (30) minute increments. A doctor's certificate shall be required upon an employee's return to work after any illness of three (3) consecutive work days or more. Employees shall not be required to furnish evidence to substantiate sick days for periods of two (2) or less consecutive work days, provided, however, that any apparent abuse of sick days by an employee shall be grounds for the Employer to request a doctor's certificate to substantiate the sick days. The Employer will counsel an employee about apparent abuse of sick days before requiring medical certification of subsequent sick days of two (2) or less consecutive work days, and the Employer will give the employee advance written notice of the requirement of such

medical verification for subsequent sick days. The Employer and the Union will review such cases at the end of one year.

- 8.3 For any employee with less than one (1) year of continuous service, sick days will be pro-rated by days worked. (Every 43 days - qualify for one (1) sick day.)
- 8.4 If at all possible, the Office Manager, Personnel Director or Secretary Treasurer should be notified in advance of time off for doctor, etc.
- 8.5 An employee, at their option, may use earned sick days as personal days. In the event an employee chooses to use an earned sick day as a personal day, the employee should make the request in writing to the Office Manager, Personnel Director or Secretary Treasurer for approval at least one week in advance.
- 8.6 An employee who is eligible for sick pay may use up to two (2) weeks of accrued sick pay as compensation for taking time off work for care of a dependent, spouse or parent. The two (2) week period can be extended upon mutual agreement between Local 7 and the affected Employee.

## **ARTICLE 9 - VACATIONS**

- 9.1 Each employee shall receive two (2) weeks vacation with pay per year, provided they have worked one (1) continuous year. An employee who has completed four (4) consecutive years of service with the Employer shall be entitled to three (3) weeks of vacation per year with pay. Employees who have completed nine (9) years of service with the Employer shall be entitled to four (4) weeks of vacation per year with pay. Employees who have completed fifteen (15) years of service with the Employer shall be entitled to five (5) weeks of vacation per year with pay. Employees who have completed twenty (20) years of service with the Employer shall be entitled to six (6) weeks of vacation per year with pay. Employees who have completed thirty (30) years of service with the Employer shall be entitled to seven (7) weeks of vacation per year with pay. Vacation time may be used in increments of one (1) hour.
- 9.2 Upon leaving the service of the Employer, an employee with at least twelve (12) months continuous service shall receive all accrued but unused vacation pay, provided one (1) week's notice of resignation has been given the Employer. Such pay shall be pro-rated 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.
- 9.3 The Employer retains the right to determine the number of employees who may be on vacation at any given time. If a dispute develops between employees as to vacation



preference, seniority shall govern. Any vacation weeks that become available after posting of such roster shall be offered by seniority.

The Employer will post a notice December 1 of the prior calendar year, and the employees will sign the Department Vacation Calendar as to their choice of vacation. This list will remain posted for selection until January 31 of each calendar year. Vacation calendar period commences on March 1 of each year to the last day of February the following year.

Any employee who fails to sign such Department Vacation Calendar prior to January 31, will be permitted to take vacation at a time that will not interfere with the other employees' established vacation period(s).

When the vacation dates have been established, they will not be changed unless mutually agreeable between the employee and Employer.

On a basis agreeable to both the Employer and employee, employees shall be allowed to schedule vacations from mid-week to mid-week. For purposes of this provision, mid-week shall be defined as a vacation starting and stopping Tuesday, Wednesday or Thursday. An employee shall be considered to have met the minimum scheduling requirements of this Article if the total of the hours worked and paid for vacation (and unworked holiday if applicable) for the two workweeks involved is equal to eighty (80) for a full-time employee.

- 9.4 Leaves totaling ninety (90) days or less in a calendar year shall not affect a vacation earned in that year; leaves totaling more than ninety (90) days, but not over one hundred eighty (180) days shall reduce vacation pay by one fourth (1/4); leaves totaling more than one hundred eighty (180) days, but not over two hundred seventy (270) days shall reduce vacation pay by one-half (1/2); leaves totaling more than two hundred seventy (270) days shall disqualify said employee for vacation. In the event an employee is off work because of illness, pregnancy, and/or injury, Local 7 shall count all time off through one hundred twenty (120) days as time worked for the purpose of computing vacation payments. For time off in excess of one hundred twenty (120) days the above formula shall apply.

## ARTICLE 10 - SEVERANCE PAY

- 10.1 Employees who retire or resign shall be entitled to one (1) weeks severance pay for each year of continuous full-time employment commencing after their second year of full-time employment up to a maximum of 10 weeks pay.
- 10.2 Should an employee have a partial week of severance pay due, the Employer will compute that week of severance pay on a pro-rata basis as follows:

0 to 3 months equals 25 percent (25%) of a week's pay  
3 to 6 months equals 50 percent (50%) of a week's pay



6 to 9 months equals 75 percent (75%) of a weeks' pay  
over 9 months equals 100 percent (100%) of a week's pay

- 10.3 Employees who on or before August 1 1981, were employed by the Employer, or by an Employer Union merged with Local #7, shall be entitled to severance pay commencing with the date the employee was originally hired by an Employer Union, be it Local #7 or a merged Local Union.
- 10.4 All monies due employees, including severance pay, shall be paid in one lump sum upon termination.
- 10.5 Employees, who are terminated for just cause as determined through the grievance and arbitration procedure, shall not be entitled to severance pay, or the extended Health & Welfare contributions.

#### **ARTICLE 11 - LEAVE OF ABSENCE**

- 11.1 **SICKNESS, INJURY OR PREGNANCY** - Leaves of absence without pay for reasonable periods shall be granted by the Employer to employees who have completed three (3) months of service for reasons of bona fide illness, disability or injury (on or off the job.) Pregnancy shall be treated as a bona fide illness or disability.
- 11.2 **PERSONAL LEAVES** - Leaves of absence without pay for reasonable periods not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service for other reasons mutually agreed to between the Employer and employee. The thirty (30) day period may be extended in additional thirty (30) day increments up to a maximum of one (1) year, upon mutual agreement between the Employer and employee.
- 11.3 **MILITARY LEAVE** - All seniority granted employees under the terms of this Agreement shall be subject to the rights granted by law to the employees volunteering, called or conscripted for active military service under the National Guard Act of 1940, and the Selective Service Act of 1942, and any additions or amendments thereto, or rulings and interpretations thereof by any authorized court or agency.
- 11.4 **UNION LEAVE** - Leaves of absence without pay for Union business not to exceed thirty (30) days may be granted by the Employer to employees who have completed one (1) year of service. The thirty (30) days period may be extended by an additional thirty (30) days by mutual agreement between the Employer and employee.
- 11.5 **REQUEST OF LEAVE OF ABSENCE** - All leaves of absence must be requested in writing to the Office Manager unless the employee is physically disabled to the extent that such advance request is not possible and shall state: (1) the reason, (2) date leave is to

begin, and (3) expected date of return to work. Leaves of absence shall be granted in writing in advance, and a copy shall be given to the employee.

- 11.6 RETURNING FROM LEAVE OF ABSENCE** - The employee must be qualified to resume their regular duties upon return to work from an approved leave of absence. A doctor's certificate verifying that the employee is able to resume his/her normal duties may be required. The employee shall be returned to the job previously held, or to a job comparable with regard to rate of pay.
- 11.7** After one (1) year of continuous service, an employee is eligible to draw full pay for a period of six (6) weeks as long as certified by a doctor that the time off is necessary. After four (4) weeks of medical leave, the employee shall be required to have a second doctor certify the remaining two (2) weeks time off is necessary.
- 11.8** Pregnancy shall be treated as a bona fide illness or disability. During such period, the employee shall continue to hold and accrue the seniority and the right thereof to work (or job positions) per the seniority provisions of this Agreement.

## **ARTICLE 12 - PERSONAL TIME OFF**

- 12.1** Employees with one year or more continuous employment shall be granted three and one-half (3 1/2) days personal leave of absence per year at the employee's base rate of pay for personal business or medical appointments. All employees will be entitled to the maximum amount of time off as of January 1.
- 12.2** Employees not on the payroll as of January 1, shall have personal time pro-rated.
- 12.3** Such leave of absence shall be taken at the discretion of the employee in increments of no less than thirty (30) minutes.

## **ARTICLE 13 - HEALTH AND WELFARE COVERAGE**

- 13.1** Effective upon implementation of the FAIR contracts with UFCW Local 7 pertaining to the co-premium rates, the required weekly co-premium amounts for all active employees enrolled in the Plan shall become: \$7.50/week for employee only, \$15/week for employee and children or employee and spouse and \$23/week for employee, spouse and children/family. The afore mentioned weekly amounts shall be as required by the weekly co-premium amounts paid by participants of the major food Employers in Denver (King Soopers, Safeway) going forward. No employee may change their participation level unless there is a qualifying event. All full-time permanent employees must be provided coverage in the second month of employment.
- 13.2** The benefits provided shall be determined by the Board of Trustees of the Rocky Mountain Unions and Employers Health Benefit Plan. Effective December 1, 2015 (November



pension hours), in addition to the monthly contributions as required by the contracts of the major food Employers in Denver (King Soopers, Safeway), a supplemental contribution of twenty (\$.20) cents per hour times the pension hours for that month shall be contributed to the active health and welfare fund. Such supplemental contribution shall continue through the payment made in November 2018 (October pension hours).

- 13.3** UFCW Local 7 will make the same increased health and pension contributions as agreed to by the major grocery employers. See attachments one (1) and two (2).

#### **ARTICLE 14 - PENSION**

- 14.1** Effective April 1, 2010 the Employer agrees to adopt the Supplemental and Default Schedules as required by the pension plan. The Employer hereby agrees to make the same hourly pension contributions on behalf of the bargaining unit employees, on all paid hours up to forty (40) hours per week, as required by the major food Employers in Denver (King Soopers, Safeway). Effective December 1, 2015, the base contribution rate shall be increased to \$1.25 per hour (based on preceding month hours). Effective December 1, 2015 (November hours), the base contribution rate shall be reduced to \$1.05 per hour. Such reduced contribution shall continue through the payment made in November 2018 (October hours). Effective December 1, 2018 (on November 2018 hours) the base contribution rate shall return to \$1.25. The benefits provided shall be determined by the Board of Trustees of the Rocky Mountain UFCW Unions and Employers Pension Plan (or its surviving merged name).
- 14.2** All permanent Local 7 employees are eligible to participate in the UFCW International Pension Plan provided they meet all requirements as set forth in the UFCW International Pension Plan. The benefits provided shall be determined by the Board of Trustees of the United Food and Commercial Workers International Union Pension Plan For Employees.

#### **ARTICLE 15 - JURY DUTY**

- 15.1** Whenever any employee is required to serve on a petit jury during his/her regular working hours, he/she shall be compensated at his/her regular straight-time hourly rate of pay for such time. The employee shall be required to endorse and turn in his/her check from the Court to the Employer upon receiving same. On any scheduled work day, the employee shall promptly report to complete any remaining hours of his/her scheduled work day; provided, no employee shall be required to so report for work on any day on which he/she has served and been compensated by the Court for at least eight (8) hours jury duty.

#### **ARTICLE 16 - NO REDUCTION**

- 16.1** No clause in the Agreement shall have the effect of lowering the wage rates or hours of employment of any employee covered by this Agreement.



## **ARTICLE 17 - INJURY ON THE JOB**

- 17.1** When an employee is injured on the job, there shall be no deduction from the employee's pay for the day in which the employee was injured and reported for medical care.

## **ARTICLE 18 - FUNERAL LEAVE**

- 18.1** In case of a death in the immediate family of any employee, said employee shall be paid for a reasonable period of absence, depending upon the circumstances, up to a maximum of three (3) days. The immediate family is defined as the employee's parents, step-parents, grandparents, brother, sister, spouse, significant other residing with the employee, children, step-children, aunts and uncles, grandchildren, mothers-in-law, fathers-in-law, sisters-in-law, brothers-in-law, and parents or siblings of the then existing spouse or significant other residing with the employee, or any other relative residing with the employee.
- 18.2** The employee shall be granted the necessary time off with pay, up to a maximum of four (4) hours for the purpose of attending the funeral of a close friend or relative not covered above.

## **ARTICLE 19 - SENIORITY**

- 19.1** Seniority, for the purposes of this Agreement, shall be defined as the employee's date of hire by UFCW Local #7, or a merged Employer union.
- 19.2** Seniority, plus the ability to satisfactorily perform the work, shall govern in all reduction of work force and recall after lay-off, all promotions, demotions, and preference of vacation periods.
- 19.3** A promotion is an assignment to a classification which has a higher "thereafter" rate than the class being vacated.
- 19.4** Whenever a new position is created or a vacated position becomes available within the bargaining unit, the Employer will post a notice of the new positions for forty-eight (48) hours. Present employees shall have the option of submitting written bids for the position. The provisions of paragraph two of this Article shall apply in determining which bidding employees are awarded the new position.
- 19.5** When any employee is promoted to a higher classification or filling a new or vacant position, he/she shall be on probation for thirty (30) calendar days. In the event the Employer determines said employee is not satisfactorily performing the job, the employee shall be returned to their previous job assignments with regard to position and status between the thirty-first (31<sup>st</sup>) and not later than the forty-fifth (45<sup>th</sup>) calendar day after filling the new or vacant position.

- 19.6** When an employee is required to perform work in a higher classification, the employee will be advanced to the next highest wage rate in that classification.
- 19.7** 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 hiring.
- 19.8** 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 an extension will be granted only upon mutual agreement between the Union and the Employer.
- 19.9** Seniority shall terminate for any of the following reasons:
- A. Voluntarily quitting
  - B. Discharge for just cause
  - C. Lay-off for lack of work for a period in excess of twelve (12) months.
  - D. Failure to return to work in accordance with the terms of a leave of absence.
  - E. Failure to report for work upon recall after a lay-off within five (5) days after the date of mailing of recall notices sent by registered letter to the last address furnished in writing to the Employer by the employee.

## **ARTICLE 20 - UNEMPLOYMENT AND WORKERS COMPENSATION**

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

## **ARTICLE 21 - LAY-OFF NOTICE**

- 21.1** 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) week's notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.
- 21.2** Upon written request an employee who is laid off shall receive pay for accumulated but unused vacation days. Laid-off employees will be entitled to receive severance pay upon proper tender of resignation.

## **ARTICLE 22 - PERMANENTLY EMPLOYED PART-TIME EMPLOYEES**

- 22.1** 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 Saturday, 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 days and within forty (40) hours in the regular work week, provided that the overtime provisions of Article 7 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 Health and Welfare Provisions.

- 22.2** 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.
- 22.3** The Employer may not employ more than two part-time employees in the office except by mutual agreement of the parties' signatory hereto.

#### **ARTICLE 23 - COMPUTATION FOR SICK/PERSONAL DAYS FOR PERMANENT PART-TIME EMPLOYEES**

**23.1** Sick/Personal days for Permanent Part-time Employees will be computed as follows:

1. Figure the percentage (%) of number of scheduled days per week to five (5).
2. Figure the percentage (%) of number of average hours per week for prior calendar year to forty (40). Divide the result by # 1.
3. If the end result in either #1 or #2 is a fraction higher than .5, the number of days to which the Employer is entitled will be rounded up to the nearest whole number. If the end result is a fraction lower than or equal to .5, the number of days will be rounded down to the nearest whole number.

**EXAMPLE:** A permanent full-time employee with twelve (12) months continuous service receives six (6) sick/personal days.

1. The Part-time Employee is regularly scheduled two (2) days per week. The percentage (%) to five (5) days is 40%. The end result is 2.4 days. Since the fraction is less than .5, the employee would be entitled to two (2) days.
2. The Part-time Employee has averaged twelve (12) hours per week, based on the prior calendar year. Twelve (12) hours divided by two (2) days per week (scheduled days) equals six (6) hours. This employee would be entitled to two (2) sick/personal days, paid at six (6) hours per day.

#### **ARTICLE 24 - COMPUTATION FOR PERSONAL TIME FOR PERMANENT PART-TIME EMPLOYEES**

**24.1** Permanent Part-time Employees shall have personal time computed as follows:



1. Figure the percentage (%) of number of scheduled days per week to five (5).
2. Multiply the end result in #1 by the number of hours of personal time for which a full-time employee is entitled.
3. If the end result is a fraction higher than .5, the number to which a full time employee is entitled will be rounded up to the nearest whole number. If the end result is a fraction lower than or equal to .5, the number of hours will be rounded down to the nearest whole number.
4. Increments will be determined by the average number of hours worked per day for the prior calendar year, divided by two (2). If the result has a portion of an increment as a remainder, said remainder shall be used as an increment by itself.

**EXAMPLE:** A permanent full-time employee with twelve (12) months continuous service receives 3 and one-half personal days, or 28 hours, to be taken in two (2) hour increments.

1. The part-time employee is regularly scheduled two (2) days per week. The percentage (%) to five (5) days is 40%.
2. The result in #1, or 40% multiplied by 28 hours, equals 11.2 hours.
3. Since the fraction is less than .5, the number of hours to which the employee is entitled is eleven (11) hours.
4. The employee's average number of hours worked per day for the prior calendar year was six (6). That amount, divided by 4 equals one and one-half (1 1/2) increments.
5. Since the result in #3 is equal to 7 increments, plus a portion, or 1/2 hour of another increment, the employee will receive 7 one and one-half (7 1/2) hour increments, and the remainder, or one-half (1/2) hour in the other increment.

## **ARTICLE 25 - EXTRA WORKERS**

- 25.1** In the event an Extra Worker is needed by the Employer, the Employer will consider first the Union Members as recommended by OPEIU, #30, provided said person reports on a timely basis and is otherwise able to perform the required work. However, it is agreed and understood that if the need cannot be filled as set forth above, the Employer reserves the right to employ persons from other sources. Extra workers shall be hired for no more than sixty (60) calendar days. Extra Workers hired to replace permanent employees on Leaves of Absence, may be employed for the duration of the Leave of Absence and shall be paid at the rate of an Extra Worker as specified within Article 33, "Wages" of the Agreement, until their sixty-first (61st) calendar day of employment when the Extra Worker shall receive the starting rate of pay for permanent employees but shall not be considered a permanent employee unless retained for ten (10) calendar days following return to service of the permanent employee.
- 25.2** Upon becoming a permanent full or part-time employee, their seniority date shall be the original date of hire, and they shall be entitled to all benefits upon their change of status.

- 25.3** The Employer shall notify the Union of all extra workers at their time of hire. Extra workers shall be subject to the provision of Article 2, "Union Security", after thirty-one (31) calendar days.
- 25.4** Lead Membership Clerk position. This position is optional. The Employer may have no more than two Lead Clerks. The Employer may do away with this position at any time. A two week written notice will be given to the Lead Clerk and OPEIU Local 30. The position will be dissolved after the second week the notice was given. There will be a 60 day probationary period, which within that time Clerk may go back to the position and status he or she came from or the Employer may decide the Clerk is not qualified for the position.

#### **ARTICLE 26 - SAVINGS CLAUSE**

- 26.1** 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 27 - RIGHTS OF MANAGEMENT**

- 27.1** The Employer retains the right to manage the Office and direct the working forces, make reasonable work rules and regulations, including the right to hire, promote, transfer, suspend, discipline in accordance with the provisions of this Agreement or discharge any employee who is dishonest, negligent, incompetent, insubordinate, intoxicated, drinking alcoholic beverages while on duty, subject to appeal under the grievance and arbitration procedure herein established.

#### **ARTICLE 28 - TRAVEL REIMBURSEMENT**

- 28.1** Should an employee be called upon to conduct business for the Employer in which travel is necessary, an Employer owned automobile should be used. If said automobile is unavailable, the employee shall log the mileage used with their own vehicle and be reimbursed at the U.S. government rate.
- 28.2** Any employee required to stay out of town overnight shall receive a minimum of \$55.00 per diem, plus lodging.

#### **ARTICLE 29 - CHECK-OFF**

- 29.1** 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.



- 29.2** 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 were 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 pay check of any eligible employee.
- 29.3** 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.
- 29.4** Voluntary contributions deducted from employee's paychecks shall be made payable to the J. B. Moss Voice of the Electorate (VOTE) fund and forwarded monthly to the Chief Financial Officer of the OPEIU Local 30, 705 West Arrow Highway, Claremont, CA 91711, along with a listing of the names of contributors and the amounts.
- 29.5** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect and 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.
- 29.6** The Union agrees to file deduction assignments with the Employer for each employee, prior to such deductions.

#### **ARTICLE 30 - ENTIRE AGREEMENT**

- 30.1** This Agreement contains all of the covenants, stipulations and provisions agreed upon between the parties hereto and no representative of either party has authority to make, and none of the parties shall be bound by, any statement, representation or agreement reached prior to the signing of this Agreement or made during these negotiations not set forth herein.

#### **ARTICLE 31 - TECHNOLOGICAL CHANGES**

- 31.1** 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. If necessary, training programs for employees will be established during working hours.



- 31.2** 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 32 of this Agreement.

## **ARTICLE 32 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 32.1** Should any dispute or complaint arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps, and failure to follow the procedures set forth below shall result in forfeiture of the grievance.

**STEP ONE:** By conference during scheduled working hours between the Steward and/or the Union's Business Representative and/or the aggrieved employees and the Employer designee.

**STEP TWO:** If the grievance cannot be satisfactorily resolved under Step one above, the grievance shall be reduced to writing and submitted to the representative designated by the Employer to handle such matters. Such submission shall be made within twenty (20) days of the date of occurrence of the event which gives rise to the grievance and shall clearly set forth the issues and contentions of the aggrieved party or parties and must reasonably allege a specific violation of any express provision of this Agreement. (In the case of a discharge the time limits shall be fourteen (14) days.) The Employer designee and the Union Business Representative shall meet within ten (10) days after receipt of written notice of the grievance and attempt to resolve the grievance.

**STEP THREE:** If the grievance is not satisfactory adjusted in Step 2, either party may, with reasonable promptness, but in no event later than thirty (30) days from the date of the Step two meeting, in writing, request arbitration and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided. The parties shall forthwith attempt to agree upon an impartial arbitrator.

After the written request for arbitration, the parties upon mutual agreement may elect to use mediation or expedited arbitration to settle the grievance.

**STEP FOUR:** In the event the parties are unable to reach agreement upon the selection of an arbitrator within fifteen (15) days of the written request for arbitration, the party requesting arbitration may, with reasonable promptness, request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. From this panel of seven (7) names, each party shall alternately strike three (3) names, the moving party striking first. The remaining arbitrator from the list shall be the impartial arbitrator. A finding or award of the arbitrator shall be final and conclusive upon the parties hereto.

The arbitrator shall have all the rights, power, and duties herein given, granted and imposed upon him; but this award shall not change, alter or modify any of the terms and conditions set forth in

this Agreement. The expense of the impartial arbitrator shall be paid by the losing party. In the event neither party wins the total arbitration, the expenses shall be shared equally by the parties.

The arbitrator will issue his decision within thirty (30) calendar days after the close of the proceedings. This thirty (30) day calendar time limit may be extended by mutual agreement between both parties.

**32.2 MEDIATION PROCEDURE** - OPEIU #30 and UFCW #7 agree to enter into this agreement to selectively use mediation to achieve a mutually satisfactory resolution of certain formal grievances.

The following procedure will be followed whenever a grievance is selected to be mediated:

- A. Once a grievance has been requested for arbitration, the parties may agree to submit the grievance to a mediator. The parties shall use a mutually agreed upon mediator.
  1. The parties will contact the mediator and schedule a date for the meditations.
  2. The grievant and office manager shall be present for the conference. Each party shall be permitted to have not more than two additional observers. Observers shall not be permitted to offer testimony or make oral statements.
  3. The proceedings shall be informal and the formal rules of evidence shall not apply. Each party will make a brief presentation of the facts of their case not to exceed fifteen (15) minutes. The grievant and office manager may also make an oral explanation of their case not to exceed five (5) minutes. The parties may also submit other written evidence, statements, etc., to the mediator, witnesses and oral testimony, provided that such testimony does not exceed the twenty (20) minutes total set forth above.
  4. The mediator will have the authority to meet with each party separately and to recommend a reasonable settlement to the grievance. The mediator shall have the authority to compel the resolution of the grievance. Grievances ruled upon or settled shall be considered final and binding and may not further proceed to arbitration.
  5. All settlements or rulings shall be on a non-precedent setting basis and without prejudice to either party, except settlements may specifically provide otherwise.
  6. The parties agree to attempt to schedule multiple grievances per mediation conference. Further, the parties agree to share expenses of the mediator.



**32.3 EXPEDITED ARBITRATION PROCEDURES** - A mutually agreed upon arbitrator shall be selected to hear cases arising under this procedure. The parties shall attempt to meet to review cases pending arbitration and to schedule cases for arbitration under this procedure. Should a case scheduled for arbitration be settled prior to the scheduled date the parties will make an earnest effort to substitute another case for the scheduled date.

1. Except as otherwise set forth in this agreement, all discipline cases, including discharges, shall be subject to the provisions of this procedure. Contract interpretation cases upon mutual agreement by both parties, shall also be subject to this procedure. For discipline cases, other than discharges, both parties agree, where practical, to schedule at least two such cases to be heard on one day, with the understanding that the presentation of such cases shall not exceed four hours, with both sides being allocated two hours for the presentation of their case and cross-examination of witnesses of the opposing side.
2. For all discipline cases, including discharge, both parties will make closing oral arguments unless mutually agreed otherwise, and the arbitrator will issue a brief written award. Where practical, the parties will direct the arbitrator to issue a brief written bench decision and summarize the decision in a one-page letter following the arbitration. The arbitrator, at his discretion, may request no more than seven days to deliberate on the issues of a particular case. In this regard, an arbitrator will issue his award within fourteen (14) days following close of the hearing.
3. Both parties will direct the arbitrator to issue an abbreviated decision which details only the arbitrator's award and a brief explanation as to the reasons for this award. In the case of contract interpretive matters, both parties recognize the need to file briefs and have the arbitrator write a detailed decision. In this regard, both parties agree to file briefs within two weeks following the close of the hearing and will direct the arbitrator to issue an abbreviated decision which details only the arbitrator's award within two weeks following the receipt of briefs. The arbitrator will then issue a detailed decision within thirty (30) days following receipt of the briefs by the parties.
4. Either party may, by notification to the other prior to a case being scheduled, exclude a particular case from the provisions of this agreement. In this case, the arbitration shall be scheduled and handled under the normal procedure.

## **ARTICLE 33 - WAGES**

**33.1** Increase wages by 1.25% on March 31, 2019, December 29, 2019 and December 27, 2020 per year each year of the contract. Increase bonus by 1.25% March 31, 2019, increase bonus by 1.5% on December 29, 2019, increase bonus by 1.75% on December 27, 2020.

<b>Title</b>	<b>3/31/2019</b>	<b>12/29/2019</b>	<b>12/27/2020</b>
Extra Workers	\$14.98	\$15.17	\$15.36
<b>Records Clerk</b>			
First 960 Hours Work	\$18.77	\$19.00	\$19.24
Second 960 Hours Work	\$19.49	\$19.73	\$19.98
Third 960 Hours Work	\$20.21	\$20.46	\$20.72
Fourth 960 Hours Work	\$21.57	\$21.84	\$22.11
Thereafter	\$23.15	\$23.44	\$23.73
<b>Bookkeeper</b>	\$24.47	\$24.78	\$25.09

Lead Membership Clerk position shall be paid seventy-five cents (75¢) per hour above the thereafter Records Clerk rate.

Any employee who has completed 20 years of service with the Employer shall receive an additional fifty cents (.50¢) per hour.

Any employee who has completed 30 years of service with the Employer shall receive an additional one dollar (\$1.00) per hour.

As per the letter of advisement dated July 10, 2017, each bargaining unit employee will be given a weekly bonus of three and one half (3.5%) percent of their gross weekly wages beginning April 1, 2013 and every week thereafter for the term of this agreement.

Employees who are required to interpret other languages shall receive bilingual pay differential of four (4%) percent in addition to their current per hour wage rate.

#### **ARTICLE 34 - EMPLOYEE DIGNITY**

**34.1** The Employer agrees that it is important, and in the best interest of both parties to refrain whenever possible from any actions that would harm the personal dignity of an employee or that would tend to lower an employee in the esteem of other employees. The Employer will use its best efforts to hold in private any discussion of discipline of an employee or of deficiencies in an employee's performance. If a discussion with an employee is to be considered a disciplinary discussion, it will be so stated and a Shop Steward will be present unless the employee specifically requests that the Shop Steward not be present.

#### **ARTICLE 35 - NO DISCRIMINATION**

**35.1** Local 7 hereby agrees not to discriminate against any employee because of membership in the Union or for upholding Union principles. The Employer and the Union agree that each will fully comply with the applicable laws and regulations regarding discrimination against an employee because of such person's race, religion, national origin, sex, age or handicap or disability.



**35.2** Reprisal against a grievant, steward, or witness for a grievance is prohibited.

**35.3** A Grievance under this Article will be processed in an expedited manner.

#### **ARTICLE 36 - INCLEMENT WEATHER**

**36.1** When inclement weather conditions exist, flextime will be allowed. Employees are required to advise the supervisor of their work schedule for that day before 10:00 AM when not working the regular work schedule. If the employee arrives in the morning prior to 8:00 AM such employee may clock in, and leave when eight (8) hours are completed. In the event the employer determines the office should be closed, the employee shall suffer no loss in pay.

#### **ARTICLE 37 - TERM OF AGREEMENT**

**37.1** This Agreement shall be in full force and effect from the thirty-first day of March 2019 through March 26, 2022, and shall continue in full force and effect 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 the 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 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.

**37.2** This Agreement shall take effect upon ratification by OPEIU Local 30 membership. The same shall remain in effect until any new form of a right-to-work legislation becomes law in Colorado or midnight on March 26, 2022, whichever occurs first. In the event right-to-work legislation becomes law, it is expressly agreed that UFCW Local 7 may reopen all economic items contained in this Agreement immediately, with notification by letter to OPEIU Local 30. Negotiations will begin no later than fifteen (15) days from the date of said notice and shall conclude no more than thirty (30) days from the date of said notice. All economic items will be subject to bargaining under this reopener provision.

In the event the Agreement is reopened, the new terms and conditions of employment negotiated between the parties, as a result of reopening the Agreement, will be in effect

until the expiration date of this Agreement. If agreement is not reached within the time frame mentioned above, the dispute shall be submitted to Arbitration within thirty (30) days. The Arbitrator shall issue a decision, verbally or in writing, within seven (7) days. The Arbitrator's sole authority shall be to choose the last proposal of UFCW Local 7 or OPEIU Local 30. If the parties cannot secure a decision within these time-frames, UFCW Local 7 shall have the right to implement its last offer, unless UFCW Local 7 has caused the delay.

In witness whereof, the parties above named have signed their names and/or affixed the signature of their authorized representative.

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

By: Margaret Anderson

Title: Executive Director

Date: 8-5-19

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
LOCAL #7

By: Kevin R. Schneider

Title: SECRETARY TREASURER

Date: 9-3-19



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