

AGREEMENT
BETWEEN
UTAH BUILDING TRADE EMPLOYERS MASTER
AND THE
OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

FOR THE PERIOD:
OCTOBER 1, 2020
THROUGH
SEPTEMBER 30, 2024

OPEIU LOCAL 11

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AGREEMENT BETWEEN
UTAH BUILDING TRADE EMPLOYERS MASTER
AND THE
OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL 11

THIS AGREEMENT made and entered into this 1st day of October, 2020 by and between Employers listed on the signature page. Party of the First Part, hereinafter referred to as the "Employer", and OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11 an affiliate of the AFL-CIO, Party of the Second Part, hereinafter referred to as the "Union."

ARTICLE I.
EMPLOYMENT OF UNION MEMBERS

A. When filling vacancies covered under this Agreement the Employer shall contact Local 11 to place an order for an employee in a classification of employment as set forth in Schedule "A" of this Agreement. Local 11 shall provide a list of qualified applicants within forty-eight (48) hours of the request. If the Employer feels none of the applicants are suitable, they will submit reasons for rejection to Local 11 before using alternative methods for recruitment. Any employee, after successful completion of a probation period not to exceed sixty (60) days is entitled to all rights and protections covered under this Agreement. During the duration of this Agreement all work normally designated and performed by Bargaining Unit Employees shall continue to be performed by Bargaining Unit Employees.

B. The Employer agrees that the modernization or upgrading of the workplace by the addition of electric or electronic data or word processing equipment, in no way redefines the definition of covered work.

ARTICLE II.
TERMINATION

A. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) verbal and one (1) written warning notice of the complaint to the employee and notify the Union. The warning notice shall remain in effect for a period of no longer than twelve (12) months from the issue date. At that time the warning notice shall be removed and destroyed. If a warning notice is to be protested by the employee such protest will be referred to the grievance procedure for resolution. The Employer shall retain the right to immediate discharge for egregious acts.

B. After one (1) year continuous service, employees who may be laid off shall be given two (2) weeks' notice or two (2) weeks pay in lieu thereof. It shall be a reciprocal obligation and a matter of

good faith on the part of the employee to give two (2) weeks' notice to the Employer in the case of an intended resignation.

C. Accumulated but unused benefits, shall not be considered as part of severance pay, i.e., vacations, etc., and shall not be computed against the two-week requirement for severance pay.

**ARTICLE III.
WORKING HOURS AND OVERTIME**

A. The regular work day shall consist of seven (7) consecutive hours of work within a twelve (12) hour period between the hours of 7:00 a.m. and 7:00 p.m. The regular work week shall be Monday through Friday inclusive. The Employer shall determine the starting time.

B. Any and all work performed in excess of a regular thirty-five (35) hour work week shall be paid at time and one-half (1½) the regular hourly rate of pay. Work on Sundays shall be paid at double (2) the regular hourly rate of pay.

C. The regular lunch hour shall be taken between the hours of 11:00 a.m. and 2:00 p.m. Employees shall be entitled to a fifteen (15) minute rest period in the morning and afternoon.

D. Regular part-time employees are those employees who are hired and work an agreed upon number of hours per week. All regular employees that work less than full-time shall receive the appropriate rate of pay based on actual hours worked.

**ARTICLE IV.
VACATION**

A. Full-time employees, after one (1) year of continuous service to the Employer, shall earn vacation with pay according to the following schedule:

After 1 year of Service	2 weeks
After 5 years of Service	3 weeks
After 15 years of Service	4 weeks

Full-time employees working 35 hours per week shall be paid 35 hours vacation pay.

Full time employees working 40 hours per week shall be paid 40 hours vacation pay.

**After six months employees may use up to fourteen (14) hours of vacation leave.

After 1 years of service the 14 hours will be deducted from the two week earned.

Full-time employees are those employees who are scheduled to work thirty-five (35) or more hours each week.

B. Part-time employees shall accrue vacation on a pro-rata basis and shall receive vacation, sick leave and holidays on the same pro-rata basis based on the following formula:

<u>Hours worked per MONTH</u>	<u>Vacation Pay</u>
14 to 18 Hours per month	3 Hours
19 to 22 Hours per month	4 Hours
23 to 26 Hours per month	5 Hours
27 to 30 Hours per month	6 Hours

C. Holidays shall not be considered part of vacation. Vacation allowances shall be considered as cumulative earnings and any employee leaving the service of the Employer after one (1) year of service because of layoff, discharge or resignation shall be paid the proper allowance due.

D. Vacation time shall be arranged at the convenience of the Employer and the employee. Employees shall use vacation or be compensated for vacation time in the year it is earned. By mutual agreement of the employee and Employer vacation may be carried over from one year to another.

E. Employee will be allowed to rollover 35/40 hours of vacation time in any one year. Any additional unused vacation time will be paid in the year it is earned or be lost.

**ARTICLE V.
SICK LEAVE**

A. Each employee shall receive sick leave at the rate of ten (10) hours per month with a maximum of one hundred forty (140) hours bank beginning each anniversary date of this Agreement. Sick time shall only be used in the event of illness, accident, or major surgery or as outlined in this Article. Hours used will be deducted from the one hundred forty (140) hour bank and re-earned at the rate of ten (10) hours per month.

The Employer will require a Doctor's certificate to verify illness or injury. After two (2) consecutive days of illness a Doctor's certificate will be required to return to work, failure to produce a Doctor's certificate shall be considered unpaid leave of absence. Sick time will be used when an employee's children or spouse may be ill or in the hospital.

A (1). Part-time employees shall accumulate sick leave based on the following formula:

<u>Hours Worked Per MONTH</u>	<u>Sick Leave Earned</u>
14 to 18 Hours per month	3 Hours
19 to 22 Hours per month	4 Hours
23 to 26 Hours per month	5 Hours
27 to 30 Hours per month	6 Hours

Abuse of sick leave will be cause for progressive discipline, up to and including termination, as per Article 2, Section A.

B. Sick leave will be used for necessary doctor appointments. Employees will schedule doctor appointments the first two (2) or the last two (2) hours of the work day.

C. After five (5) years of continuous service and in the event of catastrophic illness, accident and/or surgery an additional one hundred forty (140) hours of sick time may be made available to the employee.

D. When employee Health & Welfare Plan has a time loss provision, the Employer shall only be required to pay the difference of any health insurance time loss provision plan and the full regular wages of the employee during the period of the illness or recovery.

**ARTICLE VI.
HOLIDAYS**

A. The employee shall observe the holidays as are observed by the office of their Employer. Holidays falling on Saturday shall be observed on Friday, holidays falling on Sunday shall be observed on Monday.

B. No employee shall suffer any reduction of pay or be required to make up any time for holidays or any other working day or part of a working day, in which the office is not open for business and no work is required.

C. (1) Holiday pay for regular part-time employees shall be prorated on the basis of the average hours worked in the two weeks preceding the holiday week as shown on the following schedule:

<u>Hours Worked Per Week</u>	<u>Holiday Pay</u>
14 to 18 Hours	3 Hours
19 to 22 Hours	4 Hours
23 to 26 Hours	5 Hours
27 to 30 Hours	6 Hours
31 to 35 Hours	7 Hours

Full-time employees working 8 hours per day shall be paid 8 hours holiday pay.

Full-time employees working 7 hours per day shall be paid 7 hours holiday pay.

C. (2) Permanent full-time employees working reduced schedules at least four (4) full days per week shall receive full holiday pay of seven (7) hours instead of six (6) hours pay.

**ARTICLE VII.
FUNERAL LEAVE**

Employees may have up to three (3) days of paid leave in the event of the death of the employee's next of kin (husband, wife, children, parents, parents-in-law, brother, sister, step children and grandparents or when emotional support of an employee's minor child could be reasonably expected.) For the purpose of this Agreement a minor child is defined as eighteen (18) years of age or younger.

**ARTICLE VIII.
WAGE RATES**

A. The Employer agrees to pay not less than the minimum wage scales as shown in Schedule "A" attached hereto, entitled WAGES AND CLASSIFICATIONS.

B. It is expressly understood and agreed that the weekly wage scales herein provided are for

minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer, or be construed so that any employee may not be advanced or promoted in the service of the Employer.

C. For the purpose of computing benefits and placement on the salary scale, an employee covered under this Agreement taking employment with another Employer signatory to this Agreement shall be placed in a classification according to their length of service under this Agreement.

ARTICLE IX. UNION ACTIVITIES

No employee shall be discriminated against for upholding Union principles or engaging in any Union activities that do not interfere with the duties required by the Employer. In the event that a representative of the Union and the Employer request the presence of an employee in a business conference, the employee shall not suffer any loss of wages for such time as their presence is required.

ARTICLE X. GRIEVANCE PROCEDURES

All disputes, complaints or grievances arising out of this Agreement shall be taken up between the Union and the Employer, and failing satisfactory settlement, either side shall reduce the dispute to writing and refer such to the Board of Adjustment established by this Article within a period of five (5) days from first discussion.

Step 1. An Adjustment Board shall be appointed within three (3) days from the date of the first knowledge of the dispute consisting of two (2) non-affected Employer representatives and two (2) non-affected employee representatives to attempt to resolve the dispute.

Step 2. Such Board shall take up the dispute within five (5) working days to attempt a resolution of the dispute. The decision of a majority of the Board shall be binding on the parties to this Agreement.

Step 3. In the event that the Board is unable to arrive at a decision within five (5) working days, the matter will be referred for arbitration under AAA rules. The expenses of the arbitration shall be borne equally by the parties to the dispute.

ARTICLE XI. HEALTH AND WELFARE

A. The Employer agrees to provide health and welfare coverage through Local No 11's Health and Welfare Plan, the Employer's Union Administrated Plan or the Employer's Health and Welfare Plan. Family coverage shall be provided for employees with family status. Participation in either plan will be at the option of the Employer.

B. Regular part-time employees working twenty-eight (28) or more hours per week, the Employer shall pay the full cost of health insurance. Regular part-time employees working twenty-seven (27) or less per week, the Employer agrees to pay on actual hours worked, the remaining cost to be paid by the employee. When a regular part-time employee is employed by more than one Employer, the

Employers shall prorate the health and welfare payment on the actual number of combined hours worked for each Employer. The Employers shall agree on a mutually acceptable health and welfare plan and contribute jointly to the benefit of the employee to that plan. In any event; employees shall not be required to pay more than twenty-five (25) percent of their health & welfare insurance.

C. All employees may follow the drug testing policy of the Employer's office.

ARTICLE XII. PENSION FUND

Effective October 1, 2020, the Employer agrees to contribute to a pension plan for each employee working under this agreement for each compensable hour; such as the Western States Pension Plan, the Employer's Union Administrated Pension Plan or another qualified pension plan; participation in such plan will be at the option of the Employer.

ARTICLE XIII. 401(K) RETIREMENT FUND

The Employer agrees to contribute to the 401(k) Retirement Fund of the Western States of the OPEIU or into the Employer's Union Administered 401(k)/Annuity Plan. Participation in either plan will be at the option of the Employer. Employers have the right to direct allocation of the 401(k) contributions.

Effective October 1, 2020 the Employer agrees to contribute a minimum of three dollars and twenty-five cents (\$3.25) per compensable hour for each employee working under this Agreement.

Effective October 1, 2022 the Employer agrees to contribute a minimum of three dollars and fifty cents (\$3.50) per compensable hour for each employee working under this Agreement.

During the life of this Agreement, all participants may elect to self-contribute to their 401(k) retirement plan in accordance with IRS contribution limits.

ARTICLE XIV. HEALTH AND SANITATION

The Employer agrees to provide a comfortable and healthful work environment for its employees, as reasonable as possible, as some situations, such as facility unit failure, may be beyond the Employer's control. In such situations, the Employer will do their due diligence to resolve these in a timely manner. A comfortable and healthful work environment will include proper facilities as to light, heat, ventilation, seating, and following all health ordinances established by local government and the CDC. Ample restrooms will be provided, and these will be kept in a clean and sanitary condition at all times.

ARTICLE XV. JURY PAY

After one year's employment, employees who are called for service on a Superior Court or Federal District Court jury shall be excused from work for the days on which they serve up to a limit of ten (10) days, and shall be paid the difference between the fee they receive for such services and the

amount of straight time earnings lost for such service. In order to be eligible an employee may be required to provide proof of the date and time served and the amount of jury pay.

**ARTICLE XVI.
SENIORITY**

A. In laying off, rehiring or promotion, the principle of seniority shall apply when ability and qualifications are equal; the most senior employee shall be given first consideration in retaining, promotion and recall. An employee covered by this Agreement shall not suffer a loss of seniority due to a temporary disability, injury or illness.

**ARTICLE XVII.
LABOR/MANAGEMENT RELATIONS**

There shall be formed a Labor/Management Committee whose purpose will be to foster labor relations harmony and to improve the communication between the parties to this Agreement. The Committee shall meet on an as-need basis, but not less than once every six (6) months. The Committee shall be comprised of an equal number of labor and management representatives.

**ARTICLE XVIII.
SAVINGS CLAUSE**

Any provision of the Agreement found to be invalid by any competent court or governmental agency shall not affect the remaining provisions of this Agreement.

**ARTICLE XVIII.
DURATION OF AGREEMENT**

This Agreement shall take effect on **October 1, 2020** and shall remain in full force and effect through **September 30, 2024**, and unless written notice be given by either party, at least sixty (60) days but not more than one hundred 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.

The Employers signatory below, accept the terms and conditions of the Utah Building Trades Employers Master Agreement by and between the Office & Professional Employees International Union, Local 11 and the signatory Employers effective **October 1, 2020 through September 30, 2024**.

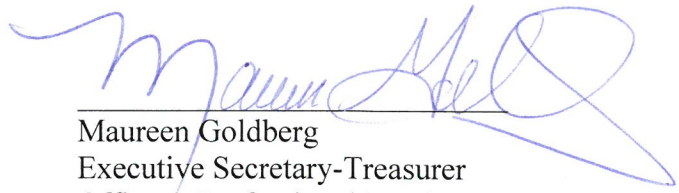
AS AGREED, THIS 1ST DAY OF OCTOBER 2020.

**UTAH BUILDING TRADES
EMPLOYERS MASTER**

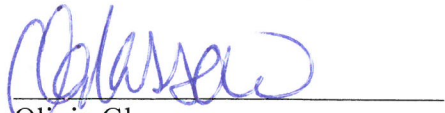
**OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11**



Brandt Goble
Secretary-Treasurer
Utah Building & Construction
Trades Council



Maureen Goldberg
Executive Secretary-Treasurer
Office & Professional Employees
Local Union 11

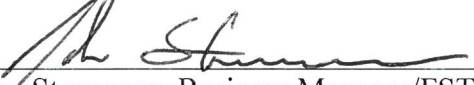


Olivia Glassow
Union Representative
Office & Professional Employees
Local Union 11

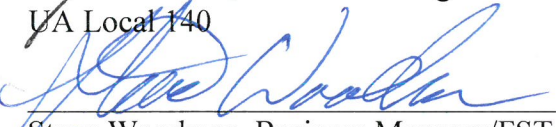
**SIGNATORY EMPLOYERS OF THE UTAH BUILDING TRADES
EMPLOYERS MASTER AGREEMENT**



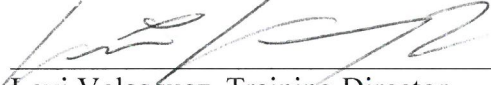
David Lloyd, Business Manager/FST
Iron Workers Local 27




John Stevenson, Business Manager/FST
UA Local 140




Steve Woodman, Business Manager/FST
IBEW Local Union 354



Levi Velasquez, Training Director
Iron Workers Joint Apprenticeship
& Training



Tony Ericksen, Business Manager/FST
Sheet Metal Workers, Local Union 312



Tony Ericksen, Business Manager/FST
Sheet Metal Workers Joint Apprenticeship
& Training

Jeff Worthington, President
Utah AFL - CIO

SCHEDULE "A"

THE FOLLOWING WAGE RATES ARE MINIMUMS ONLY. ANY EMPLOYER SIGNATORY TO THIS AGREEMENT MAY PAY ABOVE SCALE IF THE WORK PERFORMANCE OF AN EMPLOYEE SO WARRANTS.

CLASSIFICATIONS

UNION OFFICE EMPLOYEE: Must be able to perform all of the office functions and duties as are required in a union office. The wage rate for employees required to supervise one or more employees shall be five (5%) percent above the highest rate of pay of the employees they supervise.

TEMPORARY EMPLOYEE: Temporary employees shall have some or all of the skills of union office employees, but may only be used as a temporary fill-in employee when a regular employee is off work due to illness, vacation or the demands of the office requires additional temporary help. Employees in this classification shall be advanced or released at the completion of the temporary duties. The wage rate for employees in this classification shall be a minimum of ten dollars (\$10.00) per hour worked, with no benefits. Temporary employees, after working six hundred thirty (630) hours for a single employer in a calendar year, shall be reclassified as a union office employee, for that employer. The six hundred thirty (630) hour provision may be extended by the mutual consent of the Union and the Employer.

ENTRY LEVEL: This position shall require no previous union office experience, and can be utilized by an Employer signatory to this Agreement for up to sixty (60) calendar days from date of hire to determine the adaptability of an employee for permanent employment, at which time the employee shall be moved to a higher classification or released. Employees filling this position can be used in any training capacity. Employees in this classification shall be entitled to negotiated benefits after the completion of the sixty (60) day probation period as outlined in Article 1. Employment of Union Members. The starting and continuous sixty (60) day wage rate for employees in this classification shall be ten dollars (\$10.00) per hour worked.

Beginning Wage Rate as of October 1, 2015 was fourteen dollars (\$14.00) per hour, additional increases will be at one dollar and twenty-five cents (\$1.25) on the anniversary date of employment for the following five (5) years, after five (5) years of continuous service employee shall be paid not less than the contractual base rate. The beginning wage shall increase at the same rate as the base rate as demonstrated with the table below.

Base Wage Rate: \$24.95 Increases to Base Rates is as follows:
October 1, 2020 \$0.87 increase \$25.82
October 1, 2021 \$0.90 increase \$26.72
October 1, 2022 \$0.94 increase \$27.66
October 1, 2023 \$0.97 increase \$28.63

Starting wage gets same increase as base wage					
	10/1/2020	10/1/2021	10/1/2022	10/1/2023	
Start	\$18.53	\$19.43	\$20.37	\$21.34	
After 1 yr	\$19.78	\$20.68	\$21.62	\$22.59	
After 2 yrs	\$21.03	\$21.93	\$22.87	\$23.84	
After 3 yrs	\$22.28	\$23.18	\$24.12	\$25.09	
After 4 yrs	\$23.53	\$24.43	\$25.37	\$26.34	
Base/5 yrs	\$25.82	\$26.72	\$27.66	\$28.63	