

COLLECTIVE BARGAINING AGREEMENT

between

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL NO. 387**

and

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 30**



May 1, 2015 through April 1, 2020

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AGREEMENT
WITH
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30
AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387

This Agreement entered into this 1st day of, May, 2015 by and between OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union, and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL NO. 387, hereinafter known as the Employer.

ARTICLE I – PURPOSE OF AGREEMENT

- Section 1. Where the word “Employer” is used in this Agreement, it means the International Brotherhood of Electrical Workers, Local No. 387, AFL-CIO of Phoenix, Arizona.
- Section 2. Where the word “Union” is used it means Office and Professional Employees International Union, Local No. 30, of Phoenix, Arizona.
- Section 3. Where the word “Employee” is used in this Agreement it means all employees of the I.B.E.W., Local No. 387, engaged in office clerical work as covered in this Agreement. Where the words “Regular Employee” are used, it means all Employees who have served their probationary period.
- Section 4. It is the intention of the parties that this Agreement will establish sound relations between the Employer and the Employees which will promote harmony, genuine cooperation and efficiency, to the end that the employees and the Employer may mutually benefit. The Union and the Employer further agree to facilitate peaceful adjustment of differences which may arise from time to time between the Employer and the Union. Accordingly, the Employer and the Union, do hereby mutually pledge themselves to make every effort to make this Agreement the means of improving the relations between the employees and the Employer, of obtaining fair treatment for all employees of the Employer and improving efficiency so that both may prosper.

ARTICLE II – RECOGNITION

- Section 1. The Employer agrees to recognize the OPEIU, Local No. 30, as the sole and exclusive bargaining agent with respect to hours, wages and working conditions of all employees under the jurisdiction of this Agreement, in classifications described in “Exhibit A & B”.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.
- Section 3. The Employer recognizes the fact that supervisory employees is meant to include

any individual having authority, in the interest of the Employer, to hire, transfer, suspend, layoff, recall, promote, discharge, reward, discipline or direct other employees, to adjust their grievances or effectively to recommend such actions. This Section is not intended to establish jobs or job titles for the purpose of excluding such employees from the Unit as established in this Article.

- Section 4. The Employer and Union agree that this document embodies all Agreements that exist between them and that any item, condition, or matter affecting Employer-Employee relations not specifically defined in these Contracts is outside the scope of this Agreement.
- Section 5. This Agreement cancels and supersedes all previous contracts and agreements (written, oral, expresses or implied) of any nature between the Employer and the Union, except those specifically incorporated herein by reference.
- Section 6. The Employer or Office Manager shall make known to the employees the duties to be performed and from whom the employee is to receive instructions.
- Section 7. No Employee shall, as a condition of employment be required or permitted to participate in any internal union political action of their Employer, nor shall the employee be required or permitted to campaign for any individuals who are candidates for an official office of the Employer.
- Section 8. The Employer shall recognize the Union Steward and shall permit the Steward, upon request, to perform during working hours, such Union duties, without loss of pay, as cannot be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties. The Employer further agrees that no reasonable request for such time will be denied.

ARTICLE III – MANAGEMENT RIGHTS

- Section 1. The Employer reserves the sole and exclusive right to direct the working force, including but not limited to and consistent with this Agreement, the right to hire, promote, demote, lay-off, discipline, suspend or discharge for just cause, together with the right to relieve the employee from duty for lack of work or other legitimate reason, except as the same may be expressly affected by any other provision of this Agreement.
- Section 2. The Employer further reserves the right to establish and enforce reasonable rules, regulations and policies relating to, but not limited to, safety, conduct of employees, dress codes and other related conditions of employment. The above rules will not conflict with any other provisions in this Agreement.

ARTICLE IV – STRIKES AND LOCKOUTS

- Section 1. During the term of this Agreement, and during any period of time while negotiations

are in progress between the parties hereto for the extension or renewal of this Agreement, the Union agrees on behalf of itself and each of its members that there will be no authorized concerted failure to report to work, cessations or interruption of work slowdown, strike, boycott, or any other type of organized interference, coercive or otherwise, with the Employer's business.

Section 2. The Employer agrees, as part of the consideration of this Agreement, that neither the Union, its officers, representatives, or members shall be liable for damages for unauthorized stoppages, strikes, intentional slowdowns, or suspensions of the work in the Employer's service, if:

- a. The Union gives written notice to the Employer within twenty-four (24) hours of such action that it has not authorized the stoppage, strike, slowdown, or suspension of work.
- b. Copies of the notice described in (a) above are posted immediately by the Union on the bulletin board.
- c. The Union further cooperates with the Employer in getting the Employees to return and remain at work.

Section 3. It is recognized that the Employer has the right to take disciplinary action, including discharge, against any Employee(s) who engage in any unauthorized stoppages, strike, intentional slowdown, or suspension of work, subject to the Union's right to present a grievance on such discipline in which an issue of fact exists as to whether or not any particular employee has engaged in, participated in, or encouraged any such violation.

ARTICLE V – COOPERATION AND CONFIDENTIALITY

Section 1. During the term of this Agreement the employees pledge that they will maintain a high standard of workmanship by performing their work efficiently, economically and effectively to the best of their ability.

Section 2. During the term of this Agreement, the employer pledges to maintain a good working condition and a pleasant, reasonable environment that encourages a mutual sense of cooperation and unity between the Employer and the Employees.

ARTICLE VI – TECHNOLOGICAL CHANGES

Section 1. When the Employer makes such technological changes as it deems necessary, such as but not limited to, the introduction of automated office equipment, computer hardware and computer software, it will notify the Union Steward and explain the nature and effect of such change, and all employees shall receive proper training on any and all new equipment and computer hardware and software.

Section 2. The Employer agrees to offer the new positions if any, created by introduction of

such technological changes, to present Employees who are qualified to fill such positions.

ARTICLE VII – HOURS OF WORK

Section 1. The minimum work week for regular full-time employees shall be forty (40) hours, Monday through Friday.

Section 2. The regular work day shall begin at 7:30 a.m. and end at 4:00 p.m. consisting of seven and one-half (7 ½) consecutive hours, exclusive of a one (1) hour lunch period each day. The employee(s) will be paid forty (40) hours per week.

It is agreed all employees hired before April 2, 2012, will be grandfathered and will continue working the 4-10 work week as stated in the current bargaining agreement.

There will be five (5) day coverage (Monday through Friday) for the office; days off are to be arranged between the employees with the approval of the Office Manager and/or the Business Manager. The work week shall consist of ten (10) consecutive hours, four (4) days, forty (40) hours per week and will be paid for forty (40) hours per week.

Section 3. In any week where a holiday or floating holiday will be observed, the schedule will revert back to an eight (8) hour day, five days for that week; four (4) eight (8) hour days and one (1) eight (8) hour holiday. Monday through Friday hours will be 6:30 a.m. to 3:00 p.m.

Section 4. Overtime will be paid after ten (10) consecutive hours per day and forty (40) hours per week.

Section 5. Time and one-half will be paid for work performed on a Monday or Friday (scheduled day off) and Saturday morning. Double time will be paid for work performed on Saturday afternoon and Sunday. When there is a holiday during the week and the work schedule reverts to an eight (8) hour day, forty (40) hours a week, overtime will be paid for work performed outside the hours of 6:30 a.m. through 3:00 p.m.

Section 6. There shall be a minimum show up time for scheduled days off work of two (2) hours, paid at the applicable rate.

Section 7. The regular work day shall begin at 6:30 a.m. and end at 4:30 p.m. consisting of then (10) consecutive hours.

Section 8. All Employees shall receive a mid-morning and mid-afternoon rest periods of fifteen (15) minutes each day.

Section 9. All time paid in accordance with this Agreement shall be considered as time

worked for the purpose of Pension, Health and Welfare and Seniority unless specified otherwise.

Section 10. Sick leave and Vacation hours are accrued and recorded at an hourly rate, and shall be taken in hours. Bereavement leave hours will be charged in the same fashion as Sick leave up to a maximum of forty (40) hours.

Section 11. Personal business leave will be accrued and recorded at an hourly rate and shall be taken in hours.

ARTICLE VIII – HOLIDAYS

Section 1. Employees covered by this Agreement shall be allowed the nine (9) holidays and four (4) floating holidays as listed below. (*=Floating Holiday)

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day*
President's Day*	Veterans' Day
Good Friday*	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Fourth of July	Christmas Day
Birthday*	

One week notice must be given to the Business Manager before using a floating holiday.

Section 2. Regular part time Employees will be entitled to any of the above holidays that fall on their regularly scheduled work day.

Section 3. Any work performed on holidays will be paid for at the rate of double (2x) time the employee's regular hourly rate, in addition to the holiday pay.

Section 4. In the event any of the holidays observed occur during an employee's vacation, they may be granted an additional day of vacation or the days pay, at the option of the Employer. When a holiday falls on a Saturday, it shall be observed on the preceding Friday; when a holiday falls on a Sunday, it shall be observed on the following Monday.

Section 5. No work will be performed on Labor Day except in extreme emergencies.

Section 6. Holiday pay shall be the employees regular hourly rate times the number of hours regularly scheduled to work that day.

ARTICLE IX – SICK LEAVE, LEAVE OF ABSENCE

Section 1. All full time Employees, after one (1) year's employment, shall be granted fifteen

(15) days sick leave per year, with pay. Sick leave shall be accumulated from the date of employment at the rate of one and one fourth (1 ¼) days per month. Any unused sick leave may be accumulated to a maximum of sixty (60) days. The Employer and Union will cooperate in policing and reducing absenteeism.

Section 2. Beginning on Employee's third anniversary, sixty (60) days sick leave shall be granted from anniversary date to anniversary date. The Employer and the Union will cooperate in policing and reducing absenteeism. Permanent part time Employee's sick leave shall be pro-rated according to the number of hours regularly worked. In no way shall it be construed that an Employee will have no more than sixty (60) days sick leave per year.

Section 3. Sick leave shall be granted only in case of sickness or injury. If an Employee is absent from work due to illness for three (3) consecutive days or more, the Employer may request reasonable proof of such illness or injury before sick leave will be paid.

Section 4. Family Illness: regular Employees shall be allowed time to arrange for proper care of a member of the immediate family who is sick or injured. Paid time off to make such arrangements is limited to not more than three (3) days or twenty-four (24) hours in any one (1) calendar year.

Section 5. Regular part time employees, after one year's employment, shall be granted with pay, sick leave pro-rated according to the number of hours worked.

Section 6. Employees who take a maternity leave of absence shall be allowed to use necessary time as prescribed by her physician, and will be paid for thirty (30) working days of such leave.

Section 7. At the expiration of medical leave, sick leave, or maternity leave, the Employee will be reinstated to the same position held prior to such leave, without loss of seniority, provided they are physically able to perform the duties required of that job.

Section 8. Employees returning from a personal leave of absence shall replace a temporary Employee hired to fill in for such leave of absence and shall be paid at the applicable rate for that job.

Section 9. All employees returning from a leave of absence may be required to present proof of a physical examination, at the Employee's expense, in order to assure the Employer that the Employee is physically able to perform such duties as may be required in their job.

Section 10. In case of death of the spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandparent, or grandchild of any Employee who has been in the employ of the Employer for six (6) months or more, shall be paid for time lost, but not exceed three (3) working days at the Employee's regular hourly rate. Should the deceased relative's funeral be held out of state, the Employee shall be paid for time lost, but

not to exceed five (5) working days at the Employee's regular hourly rate. This section shall not apply when an Employee is on leave of absence for any reason, or on lay off.

Section 11. In the event an Employee is called for jury duty, the employee shall be excused from work for each day the Employee serves or reports to serve, and shall be paid for time lost from work, provided the Employee notifies the Employer of intended jury duty absence. An Employee excused from jury duty shall report to work as soon as possible after being excused, unless there is less than three (3) hours of the Employee's regularly scheduled work day remaining, in that case, the Employee will report to work the next regularly scheduled work day. The Employee will present proof of service or a jury duty notice/summons. Such pay shall be considered in the computation of overtime, seniority, sick leave and vacation pay.

Section 12. At the option of the Employer, employees may be given time off to perform Union business (i.e. conventions, conferences, etc.) for the Office and Professional Employees International Union, Local No. 30, but not to exceed ten (10) working days per calendar year.

ARTICLE X – VACATION

Section 1. Each full-time employee with one (1) year seniority shall be entitled to ten (10) working days of vacation pay; during the year of the fifth (5th) anniversary, fifteen (15) working days of vacation with pay; during the year of the Employee's fifteenth (15th) anniversary, twenty (20) working days of vacation with pay; during the year of the Employee's twentieth (20th) anniversary, twenty-five (25) working days of vacation with pay.

For example:

One (1) year	10 vacation days
Five (5) years seniority	15 vacation days
Fifteen (15) years seniority	20 vacation days
Twenty (20) years seniority	25 vacation days

Section 2. In addition to the vacation schedule outlined in Section 1, of this Article, each full time Employee shall be granted one (1) additional week (five days) of vacation with pay on each five year anniversary date of employment. (This additional week of paid vacation time shall apply to only those years in which the Employee reaches a fifth (5th) year, tenth (10th) year, fifteenth (15th) year, twentieth (20th) year, etc.

Five (5) yrs. seniority	15 vacation days + 5 days = 20 vacation days
Ten (10) yrs. seniority	15 vacation days + 5 days = 20 vacation days
Fifteen (15) yrs. seniority	20 vacation days + 5 days = 25 vacation days
Twenty (20) yrs. seniority	25 vacation days + 5 days = 30 vacation days

- Section 3. Regular part time Employees, after one (1) year seniority, shall be entitled to vacation, prorated according to the number of hours worked.
- Section 4. After six (6) months employment, in the event of termination prior to one (1) year of employment, the employee shall be entitled to vacation pay, pro-rated on the basis of five-sixths (5/6) of a day for each month worked.
- Section 5. Employees may be allowed to take their vacation entitlement any time mutually agreeable between the Employer and the Employee.
- Section 6. Vacations will not be waived.
- Section 7. Whenever possible, the Employer shall grant vacation time to accommodate the Employees, however, such vacation period must be arranged to avoid unnecessary interference with the Employer's Business.
- Section 8. Senior Employees shall be given preference in the selection of vacation periods.
- Section 9. Any regular Employee who requests time off in addition to their regular time off, may have such request granted at their own expense, provided it does not inconvenience the Employer.
- Section 10. Employees on vacation who become ill and are under a doctor's care shall have their vacation converted to sick leave.
- Section 11. Effective October 17, 2017, the Vacation carryover will change to: Vacation carryover to allow a maximum carryover of 50 hours each annual Vacation cycle. The "Bank" of carried over Vacation shall at no time exceed 500 hours. The carried over hours will be deposited into the employee's normal Vacation bank. Upon termination or retirement, the "Bank" (up to 500 hours carryover) is eligible for payout at .50 on the dollar.

ARTICLE XI – GENERAL

- Section 1. When the Employer requires a Fidelity Bond of any employee the premium of said bond shall be paid by the Employer.
- Section 2. No Employee shall engage in unauthorized Union activities or business during working hours (excluding lunch break periods) without first obtaining the express permission of the Employer.
- Section 3. The Employer shall provide Unemployment Insurance coverage for all employees through the Employment Security Commission.
- Section 4. Pay days shall be on the fifteenth (15th) and thirtieth (30th) of each month.
- Section 5. The Employer agrees to pay employees vacation pay on the last work day prior

to the start of their vacation.

- Section 6. The Employer agrees to permit the display of a Union Shop card, signifying that the office is staffed by members of the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, AFL-CIO, CLC, and under agreement with the Union. This card is to be the property of the Union.
- Section 7. A regular Employee who terminates employment for any reason, giving two (2) weeks' notice, shall receive vacation pay for all accrued vacation to date of termination. If two (2) weeks' notice is not given, such employee shall not receive vacation pay for the current year vacation credits-but shall receive vacation pay earned and not taken for the previous year.
- If the Employer lays off an Employee, he shall give a two (2) week notice. In the event the Employer fails to give the required two (2) weeks' notice, two (2) weeks' pay will be paid in lieu of the notice. If the Employer discharges an Employee for just cause the two (2) week notice will be waived. The Union shall have the right to grieve the dismissal of any Employee as herein provided in the Grievance Procedures.
- Section 8. A regular part time Employee is defined as an Employee who works a minimum of eighty-six and one-half (86 ½) hours per month. This employee is not eligible for vacation pay, holiday pay, sick leave, or Health & Welfare Benefits or Pension Benefits.
- Section 9. All new Employees will be regarded as probationary Employees during the first ninety (90) days of employment.
- Section 10. A temporary Employee must be informed at the start of employment that they may not work past three (3) months (calendar days), except as a replacement for periods of sick leave, vacation and leave of absence.
- Section 11. Employees will not be required to furnish normal office equipment or supplies unless properly reimbursed, and if any Employee incurs any expenses during the performance of the job, the employee shall be reimbursed, according to the receipt furnished for such expense.
- Section 12. Employees who are required to travel during working hours performing Employer's business shall be required to use Local Union vehicles.
- Section 13. All existing State and Federal Statutes and or decisions with regard to State and National elections, etc., will be compiled with.
- Section 14. Neither the Employer nor the Union will discriminate against any Employee because of race, color, creed, national origin, gender, religion, age, or Union Membership.

Section 15. Employees are entitled to a one (1) hour paid lunch break every work day. The employees may reduce the lunch break to .30 minutes and get off work .30 minutes early.

ARTICLE XII – SENIORITY

Section 1. Seniority is defined as the length of continuous service with the Employer, computed in years, months, days and hours from the last date of hire.

Section 2. A probationary employee shall have no seniority rights and the employee's retention as an employee is entirely within the discretion of the Employer. At the end of the probationary period, the employee shall be classed as a regular employee and the seniority shall start from the date of employment.

Section 3. Should the employment status of a part time employee change to that of a regular employee, the Employee's seniority will date back to the date of hire, which will be computed for vacation and sick leave benefit eligibility.

Section 4. Continuous service or seniority shall be considered broken by any of the following:

- a. If an employee quits or resigns
- b. Discharge by the Employer for cause
- c. Lay-off longer than twelve (12) months
- d. Failure or refusal to report to work within one (1) week after being recalled to work following a lay-off.
- e. If absent for three (3) consecutive days without notifying the Employer.

Section 5. SUBJECT TO THE LAST SENTENCE OF ARTICLE III, SECTION 1, ABOVE, when it is necessary to lay-off Employees, qualifications being substantially equal, seniority shall govern.

ARTICLE XIII – GRIEVANCE & ARBITRATION PROCEDURES

Section 1. A grievance for the purpose of this Agreement is an alleged violation of a specific Article and Section of this Agreement. Should any grievance arise, the matter shall be settled in the manner outlined below:

- a. An aggrieved employee and/or Union Steward must first present the grievance to the Employer within two (2) working days after the alleged violation occurs.
- b. If the grievance is not settled in Step one (1) within two (2) working days after it is first presented to the Employer, it shall be presented in writing through the Union to the Employer within five (5) working days thereafter.
- c. If no agreement is reached on the grievance within ten (10) working days from the date it was first presented in writing to the Employer, either the Employer or the Union may request, in writing, that the matter be submitted to arbitration.

- d. The parties may singularly or jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the names, the parties will alternately strike names until only one (1) name remains, who shall be the arbitrator. Striking the first name shall be determined by lot.
- e. The arbitrator's fees and expenses shall be borne equally by both parties. The arbitrator's decision shall be final and binding on both parties. The arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and conditions as set forth in this Agreement.

ARTICLE XIV – HEALTH AND WELFARE

Section 1. The Employer has previously executed or will execute a Subscriber's Agreement and by such agreement shall become and will remain a party employer to the Agreement and Declaration of Trust of the LINECO Health Co.

Section 2. By executing this Agreement, the Employer accepts the rights, duties and obligations of an Employer trustor under the Declaration of Trust and all lawful amendments hereto. In addition, the Employer hereby accepts the Employer trustees of LINECO Health Co. now in office, or subsequently appointed in accordance with the terms of the Declaration of Trust, as its representative for purposes of administering the Trust Fund.

Section 3. Contributions shall be due by the Employer and coverage shall be provided by the Fund on the first of any given month for any regular employee who has worked at least eighty-six and one-half (86 ½) hours in the previous calendar month. Work as used herein includes paid holidays, vacation and sick leave.

Section 4. Health and Welfare coverage shall include the following:

For employees and their dependents:

- a. Comprehensive Hospital-Medical benefits and Prescription Drug Benefits
- b. Dental Expense Benefits
- c. Orthodontic Treatment Benefits
- d. Vision Care Benefits Plan B
- e. If OPEIU offers other Insurance coverage, this will be open for negotiations at that time.

For employees only:

- a. Extended Disability Benefits
- b. \$12,000.00 Life Insurance and Accidental Death and Dismemberment Benefits

Section 5. The Employer shall contribute to LINECO Health Co. a monthly amount which is

required to maintain in effect the benefits listed in Section 4 above. The amount of such contribution shall be determined by the Board of Trustees of LINECO and such Trustee Action shall be binding on the Employer.

Section 6. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, after ninety (90) days of employment.

Section 7. The Employer shall continue contributions for the first calendar month following the month in which the employee begins personal leave-of-absence or lay-off. Thereafter the employee shall make provisions for the payment of the full amount of the contribution which is then to be paid by the Employee.

Section 8. Any Employee who has reached age 62 years or older and has 15 years or more of continuous employment with the Employer who opts for retirement shall be eligible for LINECO health Insurance or a plan of choice that is equal to or lesser than the current premiums paid to LINECO. The total amount (100%) of the premium will be paid for the employee and seventy-five percent (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five (25%) of the premium for her/his spouse.

Any Employee who has reached the age of 55 years or older and has 10 years to 14 years of continuous employment with the Employer who opts for retirement shall be eligible for LINECO Health Insurance or a plan of choice that is equal to or lesser than the current premiums paid to LINECO. Beginning May 1, 2008, eighty-five percent (85%) of the premium will be paid for the Employee by the Employer and the Employee will pay fifteen percent (15%) of the premium.

Any Employee who has reached the age of 55 years or older and has 15 years or more of continuous employment with the Employer who opts for retirement shall be eligible for LINECO Health Insurance or a plan of choice that is equal to or lesser than the current premiums paid to LINECO. Beginning May 1, 2008, the total amount (100%) of the premium will be paid for the Employee and seventy-five percent (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five percent (25%) of the premium for her/his spouse.

When the retired Employee reaches the age of 65 with at least 10 years to 14 years of continuous employment with the Employer she/he shall be eligible for the LINECO Health Medicare Supplement or a plan of choice that is equal to or lesser than the current premiums paid to LINECO. The Employer will pay eighty-five percent (85%) of the premium for said Employee and the Employee will pay fifteen percent (15%) of the premium.

When the retired Employee reaches the age of 65 years with 15 years or more of continuous employment with the Employer she/he shall be eligible for the LINECO Health Medicare Supplement or a plan of choice that is equal to or lesser than the current premiums paid to LINECO. The total amount (100%) of the premium will

be paid for the Employee and seventy-five (75%) of the premium will be paid for the spouse of the employee by the Employer. The Employee will pay twenty-five percent (25%) of the premium for her/his spouse.

(See Exhibit "B" Health and Welfare Chart Attached)

ARTICLE XV – PENSION

- Section 1. Effective May 1, 2010, the Employer agrees to accept the Updated Rehabilitation Plan of the Western States Office and Professional Employees Pension Trust Fund. Effective May 1, 2008, the Employer agrees to contribute to Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each eligible employee in the amount of three dollars (\$3.00) per hour paid. Effective May 1, 2009, the amount will increase to three dollars and seventy-five cents (\$3.75) per hour paid. Effective May 1, 2010, the amount will increase to four dollars and fifty cents (\$4.50) per hour paid.
- Section 2. Regular part-time employees who work over eighty-six and one-half (86 ½) hours or more per month shall be covered by the provisions of this Article.
- Section 3. The Employer and the Employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employee's pension Trust Fund.
- Section 4. It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual employer will forward monthly to NEBF's designated Local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBT. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate Local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual Employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours notice, in writing, being served by the Union, provided the individual Employer fails to show satisfactory proof that the required payments have been paid to the local collection agent.

The failure of an individual Employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of this Agreement.

This Benefit is in addition to the Pension listed above.

- Section 5. In addition, the Employer agrees to make contributions to National Electrical Annuity Plan, hereinafter referred to as "NEAP", on behalf of each regular Employee in accord with the NEAP Agreement "Exhibit B". Contributions on behalf of each eligible employee shall be equal to and the same as, the IBEW Local Union #387 staff. Said Employees must have been in the employ of the Employer for a period of five (5) years to be eligible to participate in NEAP.

ARTICLE XVI – PERSONAL LEAVE

Regular Employees shall be granted as paid leave, one (1) day per year personal leave, providing that the Employee gives the Employer five (5) days notice. If no notice can be given, the personal time off will be taken at a time mutually agreed upon between the Employer and the Employee.

ARTICLE XVII – SEVERABILITY

In the event that any provisions of this Agreement shall be contrary to any State or Federal Statutes or Decisions, then such provision shall be deemed null and void, and its exclusion shall in no manner effect the balance of this Agreement.

ARTICLE XVIII – WAGE SCALES

- Section 1. The Employer agrees to pay not less than the minimum hourly wage scale shown in Exhibit "A" of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before specified, or be advanced or promoted in the service of the Employer.
- Section 3. All future wage increases shall be at the same percentage as negotiated between APS and IBEW Local Union 387: the percentage being based on the lineman classification.
- Section 4. Effective October 20, 2006, all permanent full-time employees will receive a Christmas Bonus, once a year, on or before the 15th day of December, reflective the net amount of \$1,500.00.

ARTICLE XIX – JOB VACANCIES

- Section 1. The Employer agrees that when vacancies occur or when new Employees are needed to perform work covered by the Collective Bargaining Agreement, the Employer shall notify the Union as to the number and type of Employees desired, and the Union shall endeavor to supply such help.
- Section 2. The Employer has the right to make personal interviews of all applicants referred to the Employer by Local Union No. 30.
- Section 3. The Employer retains the right to reject any applicants referred by Local Union No. 30, for any lawful purpose.

ARTICLE XX – DURATION

This Agreement shall be in full force and effect May 1, 2015 and shall remain in force until April 1, 2020, and thereafter until either party hereto shall give the other party ninety (90) days written notice of desire for change, amendment or termination.

IN WITNESS WHEREOF the parties hereto have set their hands and seals by their respective duly authorized officers and representatives of the day and year first herein above written.

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION
NO. 387

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL UNION,
LOCAL UNION NO. 30

Robert DeSpain, Business Manager

Walter Allen Jr., Executive Director/CFO

EXHIBIT "A"
HOURLY RATE SCHEDULE

	May 1, 2017 3% Increase	May 1, 2017 Hourly Rate	May 1, 2018 3% Increase	May 1, 2018 Hourly Rate	May 1, 2019 2.25% Increase	May 1, 2019 Hourly Rate
GROUP I						
Receptionist						
Receptionist 1-6	1.03	15.17	1.03	15.63	1.0225	15.98
Receptionist 2-6	1.03	16.61	1.03	17.11	1.0225	17.50
Receptionist 3-6	1.03	17.67	1.03	18.20	1.0225	18.61
Receptionist 4-6	1.03	18.59	1.03	19.15	1.0225	19.58
Receptionist TH	1.03	20.64	1.03	21.26	1.0225	21.74
Clerk/Typist						
Clerk/Typist 1-6	1.03	15.17	1.03	15.62	1.0225	15.97
Clerk/Typist 2-6	1.03	16.61	1.03	17.11	1.0225	17.50
Clerk/Typist 3-6	1.03	17.67	1.03	18.20	1.0225	18.61
Clerk/Typist 4-6	1.03	18.59	1.03	19.15	1.0225	19.58
Clerk/Typist TH	1.03	20.64	1.03	21.26	1.0225	21.74
Posting Clerk						
Posting Clerk 1-6	1.03	15.17	1.03	15.62	1.0225	15.97
Posting Clerk 2-6	1.03	16.61	1.03	17.11	1.0225	17.50
Posting Clerk 3-6	1.03	17.67	1.03	18.20	1.0225	18.61
Posting Clerk 4-6	1.03	18.59	1.03	19.15	1.0225	19.58
Posting Clerk TH	1.03	20.64	1.03	21.26	1.0225	21.74
File Clerk						
File Clerk 1-6	1.03	15.17	1.03	15.62	1.0225	15.97
File Clerk 2-6	1.03	16.61	1.03	17.11	1.0225	17.50
File Clerk 3-6	1.03	17.67	1.03	18.20	1.0225	18.61
File Clerk 4-6	1.03	18.59	1.03	19.15	1.0225	19.58
File Clerk TH	1.03	20.64	1.03	21.26	1.0225	21.74
GROUP II						
Bookkeeper Assistant						
Bookkeeper Assistant 1-6	1.03	20.91	1.03	21.54	1.0225	22.02
Bookkeeper Assistant 2-6	1.03	21.40	1.03	22.04	1.0225	22.54
Bookkeeper Assistant 3-6	1.03	21.95	1.03	22.60	1.0225	23.11
Bookkeeper Assistant 4-6	1.03	22.51	1.03	23.19	1.0225	23.71
Bookkeeper Assistant TH	1.03	24.38	1.03	25.11	1.0225	25.68
General Office Worker						
General Office Worker 1-6	1.03	20.91	1.03	21.54	1.0225	22.02
General Office Worker 2-6	1.03	21.40	1.03	22.04	1.0225	22.54
General Office Worker 3-6	1.03	21.95	1.03	22.60	1.0225	23.11

General Office Worker 4-6	1.03	22.51	1.03	23.19	1.0225	23.71
General Office Worker TH	1.03	24.39	1.03	25.13	1.0225	25.69

GROUP III

Personal Secretary

Personal Secretary 1-6	1.03	21.40	1.03	22.04	1.0225	22.54
Personal Secretary 2-6	1.03	21.93	1.03	22.59	1.0225	23.10
Personal Secretary 3-6	1.03	22.50	1.03	23.18	1.0225	23.70
Personal Secretary 4-6	1.03	23.03	1.03	23.72	1.0225	24.26
Personal Secretary TH	1.03	24.97	1.03	25.72	1.0225	26.30

GROUP IV

Bookkeeper

Bookkeeper 1-6	1.03	24.41	1.03	25.14	1.0225	25.70
Bookkeeper 2-6	1.03	24.95	1.03	25.70	1.0225	26.28
Bookkeeper 3-6	1.03	25.90	1.03	26.68	1.0225	27.28
Bookkeeper 4-6	1.03	26.67	1.03	27.48	1.0225	28.09
Bookkeeper TH	1.03	29.17	1.03	30.05	1.0225	30.73

GROUP V

Office Manager

Office Manager 1-6	1.03	30.04	1.03	30.94	1.0225	31.64
Office Manager 2-6	1.03	30.97	1.03	31.90	1.0225	32.62
Office Manager 3-6	1.03	31.89	1.03	32.84	1.0225	33.58
Office Manager 4-6	1.03	32.85	1.03	33.84	1.0225	34.60
Office Manager TH	1.03	33.84	1.03	34.86	1.0225	35.64

**GRAND-FATHERED
EMPLOYEES**

GROUP III

Personal Secretary	1.03	36.83	1.03	37.94	1.0225	38.79
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GROUP V

Office Manager	1.03	39.52	1.03	40.71	1.0225	41.63
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GROUP IV

Bookkeeper	1.03	31.86	1.03	32.82	1.0225	33.56
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All future wage increases shall be at the same percentage as negotiated between APS AND IBEW Local Union 387; the percentage based on the lineman classification. *Grand-fathered Office Manager and Bookkeeper wage increase refer to LOMA dated January 5, 2015.

EXHIBIT "B"
 HEALTH AND WELFARE RETIREMENT CHART
 Effective May 1, 2008

**NORMAL
 RETIREMENT
 AGE**

62 yrs or older

**YEARS OF
 SERVICE**

15 years
 Spouse of employee
 with 15 yrs. or more

**LOCAL 387
 PORTION**

100%
 75%

**EMPLOYEE
 PORTION**

-0-
 25%

**EARLY
 RETIREMENT
 AGE**

55 yrs or older

**YEARS OF
 SERVICE**

10 years – 14 years

**LOCAL 387
 PORTION**

85%

**EMPLOYEE
 PORTION**

15%

55 yrs or older

15 years – or more
 Spouse of employee
 with 15 yrs. or more

100%
 75%

-0-
 25%

**MEDICARE
 SUPPLEMENT
 AGE**

65 yrs

**YEARS OF
 SERVICE**

10 years – 14 years

**LOCAL 387
 PORTION**

85%

**EMPLOYEE
 PORTION**

15%

65 yrs

15 years or more
 Spouse of employee
 with 15 yrs. or more

100%
 75%

-0-
 25%