

COLLECTIVE BARGAINING AGREEMENT

between

ARIZONA FEDERATION OF TEACHERS UNIONS

and

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

July 1, 2011 through June 30, 2012

COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 56
and
ARIZONA FEDERATION OF TEACHERS UNIONS

This Agreement entered into this first day of July, 2011 by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30** hereinafter known as the Union and **ARIZONA FEDERATION OF TEACHERS UNIONS** hereinafter known as the Employer.

ARTICLE I - PREAMBLE

The purpose of the Agreement is to establish harmonious relations between the parties and to facilitate orderly adjustment of grievances, complaints and disputes which may arise from time to time between the Employer and the Union. This Agreement is entered into in consideration of the mutual performance in good faith by the parties.

ARTICLE II - RECOGNITION

- Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement. Specifically, any work involving representation of the work-related issues and /or concerns of the members of the Arizona Federation of Teachers Unions.
- 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 bonafide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and it is not its policy 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 or his representative shall make known to the employee the duties he is to perform and from whom he is to receive his instructions.
- Section 5. No employee shall, as a condition of his employment, be required or permitted to participate in any internal union political action of their Employer, nor shall he be required or permitted to campaign for any individuals who are candidates for a union office.

ARTICLE III - BONDING

When the Employer requires a Fidelity Bond of any employee, the premium of said bond shall be paid by the employer.

ARTICLE IV - WAGE SCALES AND CLASSIFICATIONS

- Section 1. The Employer agrees to compensate the Staff Representative at not less than the minimum monthly salary as shown in "Exhibit A" of this agreement.
- Section 2. The employee will be compensated at the rate of \$0.405 per mile for any work-related travel. All reasonable and necessary expenses incurred in the performance of the employee's duties will be reimbursed upon submission of appropriate receipts.
- Section 3. Any hourly clerical position not covered by Exhibit "A" or any position which may be established during the life of this Agreement will be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute will be submitted to the grievance and arbitration machinery contained in this Agreement.

ARTICLE V - PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

- Section 1. All employees may be regarded as probationary employees for the first ninety (90) consecutive working days. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in actions arising from membership in the Union.
- Section 2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits.
- Section 3. The temporary employee must be informed at the start of employment and may not work past three (3) months if employment except as a replacement for periods of sick leave, vacation or leave-of-absence. A temporary employee shall be paid an additional ten-percent (10%) of his hourly wage rate.
- Section 4. Regular part-time employees must be covered by all the conditions as set forth in the Agreement for regular employees.

ARTICLE VI - HOURS OF WORK

- Section 1. The employee shall serve the employer as a full time Staff Representative working under the direction of the President. As a Staff Representative the employee is expected to fulfill professional duties that advance the interest of the Employer and its affiliates.

It is recognized that from time to time the requirements of the position will necessitate the performance of duties outside the scope of the traditional 40-hour workweek. The Employer and the Union recognize that the requirements of the position must be balanced with the employee's right to spend time with family and engage in other personal pursuits. Toward that end, it is agreed that the employee's request for compensatory time off will not be denied, subject to the fulfillment of the mission of the Employer.

ARTICLE VII - NONDISCRIMINATION

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, or age.

ARTICLE IX - HOLIDAYS

- Section 1. The employee will be granted time off, with no loss of pay, on the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. The employee will also be granted time off, consistent with the effective operation of the Employer, during the period between Christmas Day and New Year's Day.

Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday, at the option of the Employer.

- Section 2. No work shall be performed on Labor Day except in extreme emergencies.
- Section 3. Employees will be given compensatory time off for any work performed on a holiday.

ARTICLE X - VACATIONS

The employee will be granted four weeks of vacation per year. Consistent with the employee's preference and the needs of the Employer, said vacation will consist of one week in the spring, two weeks in the summer and one week in the winter. The spring and winter vacation periods shall be scheduled during a period of time comparable to the work schedules of the Employer's members.

ARTICLE XI - SICK LEAVE AND LEAVE-OF-ABSENCE

The employee shall be granted, with pay, twelve (12) days sick leave per year, accumulated at the rate of one (1) day per month from date of hire.

ARTICLE XII - 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 OFFICE & PROFESSIONAL EMPLOYEES WELFARE FUND (hereinafter referred to as the "Fund").
- Section 2. 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 seventy (70) hours in the previous calendar month. Work as used herein includes paid holidays, vacation and sick leave.
- Section 3. Health and Welfare coverage shall include the following:
1. For employees and their eligible dependents:
 - a) Comprehensive Hospital/Medical and Prescription Drug benefits
 - b) Dental Expense Benefits Plan
 - c) Orthodontic Treatment Benefits
 - d) Vision Care Benefits Plan B.
 2. For employees only:
 - a) Extended Disability Benefits.
 - b) \$12,000 Life Insurance Benefits and Accidental Death and Dismemberment Benefits.
- Section 4. Effective July 1, 2011 The Employer will contribute \$1416.00, which shall maintain in effect the benefits listed in Section 3. Should there be any increase in the monthly premium beyond the stated amount during the life of this Agreement, this Article will be reopened for negotiations upon notification of such increase.
- Section 5. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, after ninety (90) days of employment.

ARTICLE XIII - SENIORITY

Seniority is defined as an employee's continuous service with the Employer based upon the time actually spent on the payroll, plus approved absence. Employees will lose seniority if they are discharged for just cause, when they quit; or when they have been laid off for a period in excess of one (1) year. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain their seniority.

ARTICLE XIV - LAYOFF AND REHIRE PROCEDURE

When it becomes necessary to layoff employees, they will be laid off according to their seniority, without regard to classification, provided the employer with greater seniority is capable and willing to perform work available in the office. Recalls will be made in the reverse order of layoff.

ARTICLE XVI - TERMINATION OF EMPLOYEE

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reason thereof.
- Section 2. Regular employees after six (6) months service shall be required to give one (1) weeks' notice prior to termination of services; and Employers shall be required to give one (1) weeks' notice prior to termination of service or one (1) weeks' salary in lieu of notice to regular employees. In the case of notice to regular employees who shall have served three (3) years or more, two (2) weeks' notice shall be required from either employee or Employer, or two (2) weeks' salary in lieu thereof from the Employer.
- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay.
- Section 4. Vacation or vacation pay shall in no way be construed as payment for notice or termination pay.
- Section 5. Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article XXII and shall be binding, notwithstanding any other clauses in this Agreement.

ARTICLE XVII - VOTING

All existing State and Federal Statutes or Decisions with regard to State and National elections, etc., shall be complied with.

ARTICLE XIX - VISITATION

With the Employer's permission, it is mutually agreed that an employee has the right to discuss any grievance with the Union Representative during working hours.

ARTICLE XXI - WAGE ASSIGNMENTS

The Employer shall honor wage assignments executed voluntarily by employees when presented by the Union with such wage assignments, and shall accordingly deduct from employees' wage the regular dues, initiation fees, reinstatement fees, regular uniform assessments, and shall promptly remit all money so withheld to the Union. (All such wage assignments shall be revocable with applicable State and Federal laws.)

ARTICLE XXII - GRIEVANCE AND ARBITRATION

- Section 1 Any disputes, misunderstandings, differences or grievances arising between the parties as to the meaning, interpretation and application of the provisions of this Agreement shall be processed in the following manner:
- a) An employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after the grievance occurs.
 - b) If the grievance is not settled in the first step within two (2) working days, it shall be presented, in writing, through the Union, to the Employer within five (5) working days thereafter.

- c) If no agreement can be reached on the grievance within ten (10) working days from date it was first presented to the Employer, either the Employer or the Union may request, in writing, that the matter be submitted to the Board of Adjustment within three (3) working days thereafter, The Board of Adjustment shall be comprised of two (2) representatives of the Union to be selected by the Union and two (2) representatives of the Employer to be selected by the employer. The Board of Adjustment shall render its decision within five (5) working days after submission.
- d) If the Board of Adjustment is unable to reach a decision in five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Service to forward a list of five (5) impartial arbitrators with each side having the option of scratching two (2). Decision of the arbitrator is to be final and binding with the expense of the arbitrator to be divided equally by the parties. Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.
- e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

ARTICLE XXIII - Retirement Plan

Section 1. The Employer agrees to defer a percentage of the employee's wages, as determined by the employee, to a deferred compensation plan chosen by the employee.

Section 2. Regular full-time employees who work any and all hours per month shall be covered by the provisions of this Article.

ARTICLE XXIV - UNION SHOP CARD

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 30, AFL-CIO and under agreement with the Union. This card is to be the property of the Union.

ARTICLE XXV - SEVERABILITY

In the event that any provision of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void, and its exclusion shall in no manner affect the balance of this Agreement.

ARTICLE XXVI - DURATION

This Agreement shall be in full force and effect on and after the first day of July, 2011 to and including the thirtieth day of June, 2012, and shall be automatically renewed from year to year, unless the Union or Signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement prior to July 1, 2012. If Agreement upon such amendments or modifications is not reached prior to the first of July 2012, this Agreement automatically terminates unless, prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

APPROVED BY EMPLOYER NEGOTIATING
COMMITTEE

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

Leeann Jones Wieser, President

EXHIBIT "A"

Executive Director

\$1689.14/Bi-monthly

Upon the need or desire to hire any office, clerical or secretarial staff, the Employer agrees to allow the Union the right to present any qualified applicants to be seriously considered for employment. And, upon the need or desire to hire said employee this Agreement will be reopened for negotiations.

Memorandum of Understanding

By and between the parties to the collective bargaining agreement covering employees of the Arizona Federation of Teachers (employer), and the OPEIU, Local 30 (union).

The parties agree to modify the existing language in Article XII, Welfare as attached. The new language shall become effective upon the signing of this MOU and shall replace the current contract language effective January 1, 2012.

For the employer:

For the union:

LEEANN WIESER - PRESIDENT
(Print name and title)

WALTER ALLEN, JR - EXEC. DIR/CFO
Print name and title)

Leeann Wieser
Signed

[Signature]
Signed

1-17-2012
Date

1-17-12
Date

Article XII Welfare

Section 1. The employer agrees to be bound by the terms of the Declaration of Trust of the Office & Professional Employees, Locals 30 & 537 Health and Welfare Trust Fund (hereinafter referred to as the "Fund").

Section 2. Contributions shall be due by the employer and coverage shall be provided by the Fund on the first of any given month for all regular employees covered by this agreement for hours worked in the previous calendar month. Hours worked as used herein shall include paid holidays, vacation, and sick leave.

Section 3. Health and Welfare coverage shall include the following:

1. For employees and their eligible dependents:
 - a. Comprehensive hospital/ medical and prescription drug benefits
 - b. Dental benefits including limited orthodontics
 - c. Vision care benefits
2. For employees only:
 - a. \$12,500 life insurance and accidental death and dismemberment benefits

Section 4. Effective January 1, 2012 the employer will contribute \$900 per member per month to the Trust for the coverage listed in Section 3 herein. The employer further agrees to pay any increases in the premiums charged by the Fund during the life of this agreement.

Section 5. The employer contribution, as provided herein, shall be made on eligible employees on the effective date, after ninety (90) days of employment.

Date: 1/24/2012	
Page: 2	
To: Walter Allen	
Co/Dept:	
Co/Dept:	
From: Spradling	
Fax: 619 640 4830	
Phone: 602 372 1260	
E-Mail:	
Note:	

QUICK FAX OfficeMax