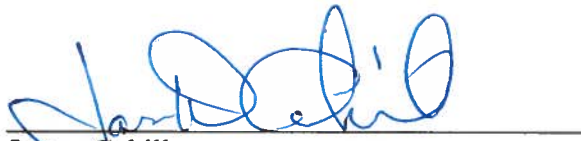


**Memorandum of Understanding**  
**By and Between**  
**Bricklayers and Allied Craftsmen, Local No. 3 and**  
**Phoenix Bricklaying and Tile Setting, JATC (Employer)**  
**And**  
**OPEIU, Local 30 (Union)**

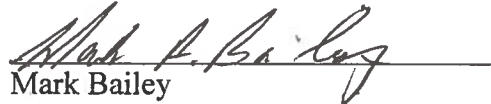
Pursuant to Article XXVI Duration, the undersigned agree to extend the current Collective Bargaining Agreement between the Bricklayers and Allied Craftsmen, Local No. 3 and Phoenix Bricklaying and Tile Setting, JATC (Employer) and OPEIU, Local 30 (Union), which expires October 31, 2013, for three (3) years through October 31, 2016. In the event employees are added, the Union and the Employer, through mutual agreement, may open the CBA prior to expiration of this extension.

For the Employer



James Cahill  
President  
Bricklayers and Allied Craftsmen, Local 3 and  
Phoenix Bricklaying and Tile Setting, JATC

For the Union



Mark Bailey  
Business Agent  
OPEIU, Local 30

9/10/13  
Date

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**Bricklayers and Allied Craftsmen, Local No. 3 &  
Phoenix Bricklaying and Tile Setting, JATC**

*and*

**Office & Professional Employees International Union,  
Local No. 30**



**November 1, 2010 through October 31, 2013**

**COLLECTIVE BARGAINING AGREEMENT**  
**between**  
**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**  
**and**  
**BRICKLAYERS AND ALLIED CRAFTSMEN, LOCAL NO. 3 AND**  
**PHOENIX BRICKLAYING AND TILE SETTING, JATC.**

This Agreement entered into this 1st day of November, 2010 by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30** hereinafter known as the Union and **BRICKLAYERS AND ALLIED CRAFTSMEN, LOCAL NO. 3, AND PHOENIX BRICKLAYING AND TILE SETTING, JATC** 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 phase of office or clerical work.
- 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 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 for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, or increase the hours, nor shall privileges now enjoyed by the employees be eliminated as a result of this Agreement. Nor can it be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.
- Section 3. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification for the work day of four (4) hours or more. (Excluding one employee office) Any office employing only one employee shall pay said employee no less than the rate in Classification Two (2). Classification will be paid according to work performed and duties required.
- Section 4. Any position not covered by Exhibit "An" 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 minimum work week for regular full-time employees shall be forty (40) hours, five (5) days, Monday through Friday. All work performed in excess of eight (8) hours in any one day shall be paid for at the rate of time and one-half (1-1/2). All time worked in excess of forty (40) hours, Monday through Friday, in anyone week, shall be paid for at the rate of time and one-half (1-1/2). All time worked in excess of forty-five (45) hours in any one week shall be paid for at the rate of double (2x) time.

Section 2. Any work performed on Saturday shall be paid for at the rate of time and one half (1-1/2). Any work performed on Sundays or Holidays shall be paid for at the rate of double (2x) time. On Saturday, Sunday or Holidays, no employee shall be paid for less than three (3) consecutive hours of work. Employees reporting for work on straight time days shall receive not less than four (4) hours pay.

Section 3. When an employee must return to work after completion of the regular eight (8) hour day, Monday through Friday, he will be compensated at the rate of time and one half (1-1/2) for not less than three (3) consecutive hours of work. If an employee is required to work on Saturday, Sunday or Holidays, after the hours of his stipulated eight (8) hour day, he will be compensated at the stipulated hourly rate of pay for each hour worked and for not less than three (3) hours of work.

#### **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 VIII - REST PERIODS**

Fifteen (15) minutes shall be allowed in the morning and fifteen (15) minutes in the afternoon each working day as a rest period for employees. This shall not be taken as to be any continuance of the employee's lunch hour, nor to disrupt the regular office routine unless so arranged with the Employer.

#### **ARTICLE IX - HOLIDAYS**

Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a minimum of ten (10) holidays with pay. As many of these holidays as possible are to coincide with the holidays observed by the Employer. (See Exhibit "B")

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

Section 2. All full-time employees required to work on any holiday shall be paid at the rate of double (2x) time. Those not required to work any holidays shall receive their regular pay only.

Section 3. In the event any of the Holidays observed in this Article, Section 1, occur during the period of an employee's vacation, an additional day's vacation or pay shall be allowed for each Holiday occurring during said vacation. The additional day of vacation or a day of pay shall be at the Employer's option.

Section 4. A temporary employee shall be paid for a Holiday after fifteen (15) days of employment, if he has worked the day preceding and the day following the Holiday,

Section 5. A REGULAR PART-TIME EMPLOYEE shall be paid for a holiday at the regular scale, if the Holiday falls within the time regularly employed.

Section 6. No work shall be performed on Labor Day except in extreme emergencies.

#### **ARTICLE X - VACATIONS**

Section 1. Each employee in the employ of the Employer for at least one (1) year shall receive two (2) weeks vacation with pay. Each employee in the employ of the Employer for at least three (3) years shall receive three (3) weeks vacation with pay.

Section 2. A vacation schedule shall be prepared by the Employer and presented to the employees by April 15th of each year.

Section 3. The Employer shall grant vacation time to accommodate the employee; however, such vacation period must be arranged to avoid unnecessary interference with the Employer's operation whenever possible.

Section 4. Senior employees shall be given preference in the selection of vacation periods.

#### **ARTICLE XI - SICK LEAVE AND LEAVE-OF-ABSENCE**

Section 1. All permanent employees 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.

Section 2. Sick leave shall be granted only in case of sickness or injury.

Section 3. All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of twenty (20) working days to be used as needed, with pay, in the case of prolonged illness.

Section 4. Senior employees with five (5) or more years of service with the same Employer shall be granted an additional day's sick leave for each year of continuous employment with the Employer, with pay, if and when needed. In no event may any employee under any section of this Article be construed to accumulate more than thirty-five (35) days total sick leave.

Section 5. If an employee is absent from work three (3) days or more the Employer may request a doctor's certificate.

Section 6. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for Worker's Compensation benefits, the Employer shall pay the difference between the amount the employee would have received had he been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.

Section 7. At the Employer's option, after twelve (12) months of continuous service, an employee may obtain a leave-of-absence due to sickness or other causes without pay which shall not exceed six (6) months and such leave-of-absence shall be verified in writing, in triplicate - one copy to the Employer, one copy to the employee and one copy to the Union. At the expiration of such leave-of-absence, the employee shall be reinstated without loss of any of his rights or privileges of seniority.

- Section 8. If an employee is selected to perform work for the Office and Professional Employees International Union, Local No. 30, including conventions and conferences, at the Employer's option, the employee may be granted a reasonable time off.
- Section 9. When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits. The Employer agrees to pay the difference between jury pay and the employee's regular pay. If the employee is dismissed from jury duty, within the hours of his stipulated eight (8) hour day, the employee must return to work and the Employer may request verification of time served.
- Section 10. Bereavement Leave: In the event of death in the immediate family, an employee shall be granted a leave-of-absence of three (3) working days with pay, in State and five (5) working days with pay, out of State. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following: parents, spouse's parents, spouse, children, stepchildren, brothers and sisters, grandchildren and grandparents.
- Section 11. An employee shall be allowed to use eight hours of accumulated sick leave per calendar year for personal business.

#### **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. 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
  2. For employees only:
    - a) Extended Disability Benefits.
    - b) \$10,000 Life Insurance Benefits
    - c) Accidental Death and Dismemberment Benefits.
- Section 4. Effective November 1, 2007, the Employer shall contribute to the Trust Fund a monthly amount, which is required to maintain the benefits listed in Section 3. Should there be any increase in the monthly premium beyond the above 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.
- Section 6. The Employer shall continue contributions for the first calendar month following the month in which the employee begins a sick leave or personal leave-of-absence or layoff.

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.

### **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 XV - UNEMPLOYMENT INSURANCE**

Employer shall provide unemployment insurance coverage for all employees through the Employment Security Commission.

### **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 - 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, it shall notify the Union as to the number and type of employees desired and the Union shall be obligated to supply such help within three (3) working days.



Section 2. The Employer shall requisition all employees in the bargaining unit from the Hiring Hall list of O.P.E.I.U., Local No. 30,

There shall be two lists: an "A" and "B" list.

- a) The "A" list shall consist of the employees who have worked sixteen hundred (1600) hours in the last four (4) years for Employers signatory to Local No. 30 Agreements.
- b) When group "A" has been exhausted, all other employees who are properly qualified and registered on group "B" List and who are available for employment will be dispatched from the hiring hall.
- c) The "B" list shall consist of any other applicants,
- d) The Employer has the right to request any employee of the "A" list The "B" list shall consist of any others who do not qualify for the "A" list.

Section 3. The selection of applicants for referral to jobs shall be on a nondiscriminatory basis and shall not be based on, or in any way affected by Union membership, national origin, sex, by-laws, constitutional provisions, or any other aspects or obligations of Union membership, policies or Union requirements.

Section 4 The Employer has the right to make personal interviews of all applicants referred to him by Local Union No. 30.

Section 6 The Employer retains the right to reject any applicant referred by to him for any lawful purpose.

#### **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 here the right to discuss any grievance with the Union Representative during working hours.

#### **ARTICLE XX - REIMBURSEMENT TO EMPLOYEES**

Office employees are not to furnish normal office equipment or supplies unless properly reimbursed; and, if any office employee incurs any expenses during the performance of his duties, he shall be reimbursed.

#### **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 - PENSION

- Section 1. **Effective November 1, 2004**, the Employer agrees to contribute to the WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION TRUST FUND a contribution on behalf of each employee in the amount of one dollar and ninety cents (\$1.90) per hour worked. **Effective November 1, 2007**, the Employer agrees to contribute to the WESTERN STATES OFFICE & PROFESSIONAL EMPLOYEES PENSION TRUST FUND a contribution on behalf of each employee in the amount of two dollars and ten cents (\$2.10) per hour worked. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, except for employees serving their ninety (90) days of probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.
- Section 2. Regular part-time employees who work any and all hours per month shall be covered by

the provisions of this Article.

Section 3. The Employer and the employee agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

#### 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 November, 2010 to and including the thirty-first day of October, 2013, 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 November 1, 2013. If Agreement upon such amendments or modifications is not reached prior to the first of November, 2013, 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

\_\_\_\_\_  
James Cahill, President

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL 30

  
\_\_\_\_\_  
Walter Allen, Jr., Executive Director/CFO

**EXHIBIT "A"**

<b>Effective November 1, 2004</b>	<b>First</b>	<b>After</b>	<b>After</b>
	<b><u>6 mos.</u></b>	<b><u>6 mos.</u></b>	<b><u>1 Year</u></b>
Receptionist/Typist	\$10.51	\$10.86	\$11.53
Office Manager	\$13.38		\$16.14
	<b>First</b>	<b>Second</b>	<b>Third</b>
	<b><u>30 days</u></b>	<b><u>30 days</u></b>	<b><u>30 days</u></b>
Inexperienced Employees	\$6.57	\$7.22	\$7.92

*Effective November 1, 2007, Office Manager Jamie January shall receive a .65 (sixty-five cents) per hour increase plus .10 (ten cents) per hour towards pension.*

*Effective November 1, 2008, Office Manager Jamie January shall receive a .65 (sixty-five cents) per hour increase plus .10 (ten cents) per hour towards pension.*

*Effective November 1, 2009, Office Manager Jamie January shall receive a .65 (sixty-five cents) per hour increase plus .10 (ten cents) per hour towards pension.*

**INEXPERIENCED Employees:** There shall be a classification for "INEXPERIENCED EMPLOYEES". This rating shall apply only to persons who have office training, but have never worked in an office and have no office experience. Records of their on-the-job training shall be kept by the job dispatcher for the Union who will furnish the records to the Employer for the purpose of determining their starting wage. Approval to use this classification must first be obtained from the Union.

## EXHIBIT "B" HOLIDAYS

The following list of holidays is submitted for observance. The first consideration will be given to those holidays observed by the Employing Office. If the Employer does not observe ten (10) holidays, the selection of additional paid holidays will be from the following list.

New Year's Day

Martin Luther King, Jr. Day

President's Day (or Employee's Birthday or  
any day in lieu thereof at the Employer's option)

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving

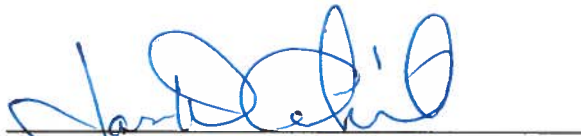
Christmas Eve Day

Christmas Day

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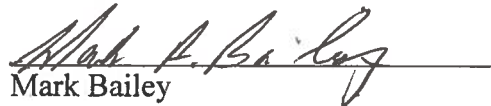
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For the Employer



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President  
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For the Union



Mark Bailey  
Business Agent  
OPEIU, Local 30

9/10/13  
Date