

COLLECTIVE BARGAINING AGREEMENT

between

**Phoenix Electrical Joint Apprenticeship and Training
Committee**

and

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



JUNE 1, 2010 through May 31, 2013

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COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30
and
PHOENIX ELECTRICAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE

This Agreement entered into this 1st day of June, 2010 by and between the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the Union and the **PHOENIX ELECTRICAL JOINT APPRENTICESHIP AND TRAINING COMMITTEE**, hereinafter known as the Employer.

ARTICLE I - PREAMBLE

The purpose of this 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 thereof 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 bona-fide 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/her representative shall make known to the employee the duties he/she is to perform and from whom he/she is to receive his/her instructions.
- Section 5. No employee shall, as a condition of his/her employment, 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 scale. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employee 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 hours worked that day.
- Section 4. Any position not covered by Exhibit "A" or any positions which may be established during the life of this Agreement shall 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 shall 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) days of employment. 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 employees must be informed at the start of employment and may not work past three (3) months of employment except as a replacement for periods of sick leave, vacation or leave of absence.
- Section 4. Regular part-time employees must be covered by all the conditions as set forth in this Agreement for regular employees.

ARTICLE VI - HOURS OF WORK

- Section 1. The minimum workweek for regular full-time employees shall be forty (40) hours, five (5) days, Monday through Friday. Regular work hours shall be from 7:00 a.m. to 4:00 p.m. with a one (1) hour lunch break. All work performed before or after the above hours shall be at time and one-half (1-1/2) per hour.
- Section 2. Any work performed on Saturdays shall be paid for at the rate of time and one-half (1-1/2).
- Section 3. Any work performed on Sunday, or Holidays, shall be paid for at the rate of double time. On Saturday, Sunday, or Holidays, no employee shall be paid for less than three (3) consecutive hours of work.
- Section 4. When an employee must return to work after completion of the regular eight (8) hour day, Monday through Friday, he/she shall be compensated at the applicable over-time rate for not less than three (3) hours.

ARTICLE VII - TECHNOLOGICAL CHANGES

- Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to inform the Union Representatives of such changes.
- Section 2. In the event of these changes, when training is determined necessary for current employees to efficiently use and operate such new technology, the Employer agrees to institute and pay for the training program.

ARTICLE VIII - NON-DISCRIMINATION

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, age, or handicap.

ARTICLE IX - REST PERIODS

Ten (10) minutes shall be allowed in the morning and ten (10) minutes in the afternoon of each working day as a rest period for employees. This time shall not be taken as to be any continuance of the employees lunch hour, nor to disrupt office routine unless so arranged with the Employer.

ARTICLE X - HOLIDAYS

- Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a minimum of eleven (11) holidays per calendar year with pay: New Years Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day and two (2) Floating holidays. As many of the holidays as possible are to coincide with the holidays observed by the Employer. Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday at the option of the Employer.
- Section 2. Employees shall give the Employer two (2) weeks notice when requesting said floating holidays.
- Section 3. All full-time employees required to work on a holiday shall be paid at the double time rate. Those not required to work on holidays shall receive their regular pay only.
- Section 4. 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 so occurring, at the Employer's option.
- Section 5. A temporary employee shall be paid for a holiday after fifteen (15) days of employment if he/she has worked the day preceding and the day following the holiday.
- Section 6. 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 7. No work shall be performed on Labor Day except in extreme emergencies.

ARTICLE XI - VACATIONS

- Section 1. Each employee who shall have been employed for one (1) year but less than seven (7) years shall receive two (2) weeks vacation with pay accrued at five-sixths (5/6) day per month.
- Section 2. Each employee who shall have been employed for seven (7) years but less than twelve (12) years shall receive three (3) weeks vacation with pay accrued at one and one-fourth (1 3/4) days per month.
- Section 3. Each employee who shall have been employed for twelve (12) years or more shall receive four (4) weeks vacation with pay accrued at one and two-thirds (1- 2/3) days per month.
- Section 4. A vacation schedule shall be prepared by the employees and presented to the Employer by April 15th of each year. Vacation time cannot be accrued.
- Section 5. Whenever possible, the Employer shall grant vacation time to accommodate the employee; however, such vacation period must be arranged to avoid unnecessary interference with the Employers operation.

All vacation time shall be used not later than the close of the second (2nd) calendar year succeeding the calendar year in which such vacation time is accrued or earned.

Example: Vacation accrued in year 2003, may be used in 2003, 2004.

In the event of an extreme emergency, by mutual agreement, the employer may pay an employee for any vacation time accrued in lieu thereof.

When it is necessary for the employer to cancel a vacation already approved, the employer shall reimburse the employee for any reasonable loss incurred as the result of vacation cancellation, such as prepaid lodging, provided the loss is reported at the time of the vacation cancellation.

- Section 6. Senior employees shall be given preference in the selection of vacation periods.

ARTICLE XII - 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 the date of hire. The maximum accumulation of sick days will be forty-five (45) days to be used as needed, with pay, in case of prolonged illness.
- Section 2. Sick leave shall be granted only in case of sickness or injury.
- Section 3. Sick leave shall be converted into cash time in the event of an industrial injury. The employer shall pay to the employee the actual money difference between compensation benefits and actual take home pay at the forty- (40) hour weekly rate. FICA, State and Federal withholding funds for these payments shall be paid by the employer and deducted from sick leave monies. Such payment shall be continued by the employer until all sick leave money accumulated has been paid to the employee.

- Section 4. At the Employers option after twelve (12) months of continuous service, an employee may obtain a leave-of-absence due to a 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, the employee shall be reinstated without loss of any of his/her rights or privileges of seniority.
- Section 5. 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 Employers option the employee may be granted reasonable time off.
- Section 6. When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits.
- Section 7. **BEREAVEMENT LEAVE:** In case 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, Spouses Parents, Spouse, Children, Step-Children, Brothers and Sisters.

ARTICLE XIII - HEALTH AND WELFARE

- Section 1. Effective with hours worked on and after January 1, 2008, the Employer will contribute to the International Brotherhood of Electrical Workers Local 640 Health and Welfare Trust Fund ("Health and Welfare Fund") such amounts as may be determined by the Board of Trustees thereof for nonjobsite participation therein for all full time employees whose work is covered by this Agreement. For purposes of this Article XIII, "full time employee" shall mean any employee covered by this Agreement and who is regularly scheduled to work at least Thirty (30) hours per week and who was employed by Employer on the last day of the immediately preceding month.
- Section 2. The schedule of benefits available to covered employees shall be the same benefits that are generally provided to similarly situated participants in the Health and Welfare Fund "A Plan" as may be determined or changed from time to time by the Trustees thereof. Notwithstanding, participants under this agreement are not eligible for the Hour Bank provisions or Retiree self-Pay provisions.
- Section 3. Any dispute concerning eligibility in or benefits from the Health and Welfare Fund shall not be deemed to be a dispute arising under the terms of this Memorandum of Understanding or the CBA.

ARTICLE XIV - 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. An employee will lose seniority: if he/she is discharged for

just cause; when he/she resigns his/her position or when he/she has 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 his/her seniority.

ARTICLE XV - LAYOFF AND REHIRE PROCEDURES

When it becomes necessary to layoff employees, they will be laid off according to their seniority, without regard to classification, provided the employee with greater seniority is capable and willing to perform work available in the office. In the event of a layoff it later becomes necessary to hire an employee within ninety (90) calendar days from the date of termination, recalls will be made in the reverse order of layoff, otherwise job vacancies shall be handled as per Article XVIII.

ARTICLE XVI - UNEMPLOYMENT INSURANCE

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

ARTICLE XVII - 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 reasons thereof prior to such action.

Section 2. Regular employees after six (6) month's service shall be required to give one (1) weeks notice prior to termination of services, and the Employer shall be required to give one (1) weeks notice prior to termination of services or one (1) weeks severance pay in lieu of notice to regular employees. One weeks severance pay is equal to forty (40) hours at the employees regular rate of pay.

Regular employees who have been employed for three (3) years or more shall be required to give two (2) weeks notice prior to termination of services and the Employer shall be required to give two (2) weeks notice prior to termination of services or two (2) weeks severance pay in lieu of notice to the employee. Two Weeks severance pay is equal to eighty (80) hours at the employees regular rate of pay.

Once the employee or the employer has given the above-required notice in writing and the notice has been received by the other party, either party may elect to terminate service.

If the employee elects to terminate service after the required notice has been received, the employee shall receive pay for only the hours that have actually been worked. The employer will pay no additional severance pay to the employee. The employee will receive all accrued vacation due them.

If the employer elects to terminate service after the required notice has been received, the employer shall pay the employee for only the hours that they have actually worked. No additional severance pay will be paid to the employee. The employee will receive all accrued vacation due them.

Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay or vacation 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 XXIII, and shall be binding, notwithstanding any other clauses in this Agreement.

ARTICLE XVIII - 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 types of employees desired and the Union shall endeavor to supply such help.

Section 2. The Employer shall requisition all employees in the bargaining unit from the Hiring Hall list of Local No. 30. There shall be two (2) lists - an "A" and "B" list.

1. The "A" list shall consist of the employees who have worked 1,600 hours in the last four (4) years for employers signatory to a Local No. 30 Agreement.
2. When group "A" has been exhausted, all other employees who are properly qualified and registered on the group "B" list and who are available for employment will be dispatched from the Hiring Hall.
3. The "B" list shall consist of any other applicants.
4. The Employer has the right to request any employee off 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 non-discriminatory basis and shall not be based on, or in any way affected by Union membership, 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/her by Local No. 30.

Section 5. The Employer retains the right to reject any applicant referred by Local Union No. 30 for any lawful purpose.

ARTICLE XIX - VOTING

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

ARTICLE XX - VISITATION

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

ARTICLE XXI - 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/her duties, he/she shall be reimbursed.

ARTICLE XXII - 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 the employees wages the regular dues, initiation fees, reinstatement fees, regular and 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 XXIII - GRIEVANCE AND ARBITRATION

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 must first present the grievance to the Employer, and/or the Union Steward within two (2) working days after the alleged violation 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 the date it was first presented in writing to the Employer, either party may request the grievance be submitted to a disinterested party, mutually agreed upon by the parties. If the choice of the disinterested party cannot be agreed upon the matter may be submitted to arbitration.
- (d) The parties may singly or jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators. Upon receipt of the names, the parties will alternately strike names until only one (1) name remains. That party is to be the Arbitrator. Striking of the first name is to be decided by casting a lot.
- (e) The fees of the arbitrator or disinterested party shall be borne equally by both parties. The decision shall be final and binding on both parties. The arbitrator or disinterested party 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 XXIV - PENSION

Section 1. The Employer contribution, as provided for herein shall be made on eligible employees on the effective dates, except for employees serving their ninety (90) day probationary period.

- (a) **Effective June 1, 2010** the Employer agrees to contribute to the IBEW 640 and Arizona Chapter NECA Annuity Plan a contribution on behalf of each employee in the amount of two dollars and twenty cents (\$2.20) per hour worked at 173 hours per month, and
- (b) The Employer agrees to contribute to the National Electrical Benefit Plan a contribution on behalf of each employee in the amount of three percent (3%) of Gross Wages. This is an additional benefit, over and above contributions to the IBEW 640 and Arizona Chapter NECA Annuity Plan, as states in Section 1 (a) of this ARTICLE.

Section 2. Regular part-time employees who work over seventy (70) hours 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 hereto, of the Western States Office and Professional Employees Pension Trust Fund and of the National Electrical Benefit Fund.

ARTICLE XXV - 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 No. 30, AFL-CIO, and under agreement with the Union. This card is to be the property of the Union.

ARTICLE XXVI - SEVERABILITY

In the event that any provisions 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.

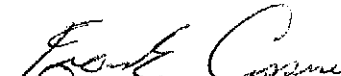
ARTICLE XXVII - DURATION

This Agreement shall be in full force and effect on or after the first day of June 2010, to and including the thirty-first day of May 2013, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other party a ninety (90) day written notice to modify, amend or terminate this Agreement, prior to June 1, 2010. If agreement upon such amendments or modifications is not reached before the thirty-first day of May 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 the Employer, Phoenix Electrical JATC

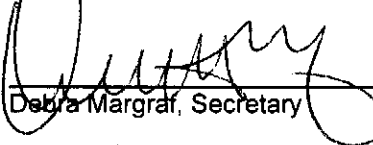
Approved by the Union, QPEIU, Local 30



Frank Cissne, Chairman 6-4-2010
Date



Walter Allen, Jr., Executive Director/CFO 6/7/10
Date



Debra Margraf, Secretary 6-4-2010
Date

EXHIBIT "A"

Section 1. (a) It is hereby agreed that the following hourly rates reflected below shall be effective June 1, 2010. In addition, it is also agreed that all employees in each group shall be computer literate.

(b) The parties agree to a reopener after the first year of this agreement for wages only.

	<u>First 6 mos.</u>	<u>After 6 mos.</u>	<u>After 1 year</u>
<u>GROUP 1:</u> Receptionist Typist	\$ 9.27	\$ 10.30	\$ 11.33
<u>GROUP 2:</u> General Office Worker Data Entry Clerk	\$ 12.36	\$ 13.39	\$ 14.42
<u>GROUP 3:</u> General Secretary Bookkeeper Assistant	\$ 15.45	\$ 16.48	\$ 17.51
<u>GROUP 4:</u> Executive Secretary Bookkeeper	\$ 18.54	\$ 19.57	\$ 20.60

Employees falling in Group 1, shall be able to perform any one or all operations.

Employees falling in Group 2, shall be able to perform any one or all of the operations, plus those listed in Group 1.

Employees falling in Group 3, shall be able to perform any one or all of the operations, plus those listed in Group 1 and 2.

General Secretary - In addition to being a General Secretary Office Worker, includes one who exercises independent judgment in answering confidential correspondence without dictation or direction.

Employees falling in Group 4, must be able to answer personal and confidential correspondence, with or without dictation, or outline the duties of the other office employees, or must be able to perform all the duties of the other job descriptions, or is the personal secretary of the office manager or Business Manager of the Employer, or have complete charge of the books of the Organization.

Section 2: Inexperienced Employees: There shall be a classification for Inexperienced Employees. This rating shall apply to only 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 wage.

Approval to use this classification must first be obtained from the Union; inexperienced Employees shall receive an hourly rate of:

TRAINEE:	FIRST 30 DAYS 70% of Group 1	SECOND 30 DAYS 80% of Group 1	THIRD 30 DAYS 90% of Group 1
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At the end of the ninety (90) day training program the Employer must make a decision as to the classification or terminate said trainee.