

AGREEMENT

BETWEEN

NATIONAL ASSOCIATION OF LETTERCARRIERS BRANCH 704



AND

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL

UNION LOCAL NO. 30

JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

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AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of December 2016, by and between the NATIONAL ASSOCIATION OF LETTER CARRIERS, BRANCH 704, hereinafter referred to as the Employer, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 30, AFL-CIO- hereinafter referred to as the Union.

WITNESSETH

WHEREAS, it is mutually agreed by and between the parties hereto as follows:

ARTICLE I - 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 office employees coming under the jurisdiction of this Agreement, exclusive of designated Employer official. The Employer agrees to abide by all applicable statutes of the State of Arizona. All office employees will be members of the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30.

SECTION 2. The Union agrees that the Employer is entitled to receive care and diligence in the performance of duties and to cooperate with the Employer for the benefit of the Employer's business during the life of this Agreement.

SECTION 3. The Union and the Employer agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions, to the end of maintaining sound labor relations. The parties hereto will attempt to the best of their abilities to provide a good workable relationship between them.

SECTION 4. The spirit of this Agreement is one whereby the Employer will deal with its employees honestly, fairly, and with humanity consistent with sound business principles. The Union agrees not to do anything detrimental to the interests of the Employer.

SECTION 5. The Employer agrees to recognize the geographical jurisdiction of Office and Professional Employees International Union No. 30 as the following counties of the State of Arizona:

Santa Cruz, Pima, Cochise, Greenlee, Graham and Pinal

ARTICLE II - NONDISCRIMINATION

SECTION 1. The Employer shall not discriminate against an employee for unjust cause or discriminate against an employee for upholding the terms of this Agreement, participation in legitimate Union activities, serving on a committee of the Union or any organization affiliated therewith. These shall be voluntary activities.

SECTION 2. Neither the Employer nor the Union in carrying out their obligations under this Agreement shall discriminate because of race, creed, color, national origin, marital status, sex, age, or religion.

SECTION 3. All references in this Agreement to shall apply equally to both sexes.

ARTICLE III - AUTOMATION

SECTION 1. Office employees, exclusive of designated Employer officials, have complete jurisdiction over operation of any and all automatic office machines presently in use, and those to come in the future.

SECTION 2. Upon the introduction of any new type of machine into the Employer's office, the Union and the Employer jointly shall determine by Agreement as to what classification of work and rate of pay shall apply.

ARTICLE IV - BONDING

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

ARTICLE V - UNEMPLOYMENT INSURANCE - INDUSTRIAL INSURANCE

Employers having one or more employees shall provide unemployment insurance coverage through the Department of Economic Security, and shall provide industrial insurance coverage through the State Compensation Fund or the Employer's private carrier.

ARTICLE VI - JOB VACANCIES

SECTION 1. The Employer shall requisition all employees in the bargaining unit from the Hiring Hall list. The Employer retains the right to determine the competence and qualifications of the applicants. Within five (5) days after a new employee starts to work, the Employer agrees to notify the Union, giving the name, address and social security number of the new employee, starting date, classification and wage rate.

SECTION 2. The Employer retains the right to reject any applicant referred by the Union.

SECTION 3. Any position not covered in wage and classification of this Agreement, but which does come under the Agreement of Office and Professional Employees International Union, shall be submitted for negotiations between the Employer and the Union. In job vacancies, it is mutually agreed that present employees shall be given first opportunity to qualify for the new position before any persons outside the bargaining unit are hired to fill the jobs.

ARTICLE VII - PROBATIONARY PERIOD

SECTION 1. All regular employees may be regarded as probationary employees for the first three (3) months of employment. All regular part-time employees shall have a probationary period of three (3) months. There shall be no responsibility for reemployment of probationary employees if they are laid off or discharged during the probationary period.

SECTION 2. At the close of the probationary period, the employee shall be considered a regular employee or regular part-time employee, and shall be entitled to contract benefits as specified in this Agreement

ARTICLE VIII - JOB CLASSIFICATIONS AND TECHNOLOGICAL CHANGE

SECTION 1. An employee shall not be required to perform all occupations described in a job classification in order to be eligible for classification thereunder. An employee, in order to qualify for advancement, shall perform the work of higher-rated classifications as a regular duty, and may also be required to perform the work of lower-rated classifications.

SECTION 2. Employees shall be given the opportunity to advance to higher paid classifications by reason of their seniority, skill and ability to perform the work required. Seniority shall be the controlling factor among employees with relatively equal skill and ability to perform the particular job. The Employer shall be the sole judge of employee's skill and ability. Job related educational courses and seminars required by the Employer shall be reimbursed by the Employer.

SECTION 3. The office employee(s) will be consulted before a new piece of office equipment is brought into the workplace regarding hazardous or stress related concerns. The Employer will provide and pay for training needed to operate any new equipment.

SECTION 4. When occupations are not adequately nor specifically described, such work duties shall be appraised and accordingly classified as belonging under the most appropriate job classification.

SECTION 5. In determining the proper rate of pay for new employees, experience gained in similar work with other employers may be applied against the wage progression herein provided.

SECTION 6. Where two or more employees are employed in the same office one shall be designated in a lead person capacity and said employee shall be paid twenty (20) cents per hour over the maximum of the Classification & Wage page. An employee shall be designated to act as lead person during the absence of the lead person and shall be paid twenty (20) cents per hour over current wage rate.

SECTION 7. Upon the introduction of any new type of work into the Employer's office or any work now in the office not classified, the Union and the Employer jointly shall determine by agreement as to what classification of work and rate of pay shall apply. In the event of failure on the part of the Union and the Employer to agree as to classification and rate of pay, the matter shall be taken up through the Grievance and Arbitration Procedure provided in this Agreement.

ARTICLE IX - TEMPORARY AND REGULAR PART-TIME EMPLOYEES

SECTION 1. Temporary employees may be employed whenever an unexpected situation arises which necessitates the hiring of additional personnel to assist regular employees. Such employees shall then be defined as those who work on a day to day basis, and may not work past three (3) months of employment without becoming a regular or regular part-time employee. Temporary employees who are subsequently hired as a regular employee for the same position they occupied as a temporary employee, shall be given credit for time spent in a temporary status towards the completion of their three (3) month probationary period.

SECTION 2. All temporary and regular employees shall receive the minimum of four (4) consecutive hours of work or four (4) hours pay when called to work. All temporary employees shall be paid at the scale set forth in the Classification and Wage page.

SECTION 3. Regular permanent part-time employees are employees who report to work each week and who work on designated days, not to exceed thirty (30) hours per week. Regular part-time employees shall receive not less than the scale provided for the classifications of work they perform.

SECTION 4. Regular full-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except vacations shall be figured on a prorated basis consistent with the time regularly employed each week. All regular part-time employees shall be paid at the wage rate set forth in Classification and Wages.

ARTICLE X - HOURS OF EMPLOYMENT

SECTION 1. The regular full-time workweek shall be five (5) eight (8) hour days, Monday through Friday. The minimum workweek shall consist of not less than five (5), four (4) hour days Monday through Friday. The regular workday shall be between the hours of 6:00 a.m. and 6:00 p.m. The Employer will give employee(s) five (5) days notice of a change in starting work time. A one/half (1/2) hour lunch period shall be taken not more than four (4) hours after reporting for work.

SECTION 2. The Employer agrees that a rest period of ten (10) minutes shall be allowed each employee, each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday. This time shall not be taken so as to be any continuance of the employee's lunch hour, unless so arranged with the Employer.

ARTICLE XI - OVERTIME

SECTION 1. Any hours worked in excess of eight (8) hours in any one-day shall be paid at time and one/half (1-1/2) the employee's hourly rate.

SECTION 2. Employees working Saturday or Sunday shall be allowed a minimum of four (4) hours at the rate of time and one/half (1-1/2) the employee's regular hourly rate.

ARTICLE XII - HOLIDAYS

SECTION 1. Employees coming under the jurisdiction of this Agreement shall be allowed the following holidays with pay:

New Year's Day, Martin Luther King's Birthday, President's Day,
Memorial Day, Independence Day, Labor Day, Columbus
Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Should any of these holidays fall on a non-scheduled day, then the preceding workday will be considered a holiday. No work shall be performed on Labor Day, except in case of extreme emergency.

SECTION 2. Employees, who work on a holiday or days designated as their holiday, shall receive straight time and the regular hourly rate of pay.

SECTION 3. In the event any of the holidays enumerated in this Article, Section 1, occur during the period of an employee's vacation, or on the scheduled work day immediately following the vacation, an additional day's vacation, or pay, shall be allowed for each holiday so occurring.

SECTION 4. Regular part-time employees shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed each week.

ARTICLE XIII - ANNUAL LEAVE

SECTION 1. Annual Leave with pay are hereby established for all employees covered by this Agreement, and are earned an accrued, month by month, from the date of employment as follows:

Less than (3) years of employment - four (4) hours for each 80 hours in a pay status.

Three (3) years but less than fifteen (15) years of employment - seven (7) hours for each 80 hours in a pay status.

Fifteen (15) years or more employment - Nine (9) hours for each 80 hours in a pay status.

SECTION 2. An additional one (1) week may be added to regular annual leave period when mutually agreed upon by the Employer and employee, this additional week to be taken without pay.

SECTION 3. Annual leave shall be granted as a period of rest and relaxation for employees and must be taken during the yearly period immediately following annual leave anniversary date, unless otherwise mutually agreed upon. Annual leave shall be scheduled to accommodate the employee as is possible to avoid unnecessary interference with the employer's operation. Vacation pay shall be paid in advance of the start of employee's vacation and shall be computed at the employee's current regular rate of pay. The Employer requests two (2) week notice for Annual Leave and agrees to answer within five (5) days.

SECTION 4. Should an employee die while in active employment status, the employee's designated beneficiary shall be paid all unused accumulated vacation at the rate of the employee's classification at the time of death.

SECTION 5. Pay in lieu of annual leave shall not be granted unless mutually agreed to by the Parties signatory to this Agreement at the written request of the employee.

SECTION 6. In the event of termination all accumulated annual leave shall be paid to the employee, or designated beneficiary in the event of death, in full.

ARTICLE XIV - HEALTH AND WELFARE

In accordance with this Agreement and all Federal and State statutes, the Employer shall contribute the monthly premium to a mutually agreed upon group insurance plan for each regular full-time employee, or, if mutually agreed upon, to the Employer's individual Health and Welfare Plan.

ARTICLE XV - MAINTENANCE OF STANDARDS

SECTION 1. No clause in this Agreement shall be understood to imply any lowering of the working conditions heretofore existing in the office of the Employer.

SECTION 2. Nothing in this Agreement shall prevent the Employer from paying a higher rate of pay. Any employee, who prior to the date of this Agreement was receiving more than the wage rate designated in this Agreement for the job classification in which said employee is engaged, or, benefits not provided for herein, shall not receive a reduction in wages or loss of such benefits through the operation or due to the signing of this Agreement. However, if an employee is receiving over the wage rate due under the Agreement and the Employer sees that due to economic reasons only, he must make a reduction in the wage rate, the Employer may reduce the wage rate, but not below the amount called for in the Agreement.

SECTION 3. Office Employees shall not be required to furnish office equipment or supplies. Office employees, who incur any approved office related expenses during the performance of their duties, shall be reimbursed for same. Employees who use their own vehicles to travel during working hours performing Employer's business shall be paid mileage of twenty-five (25) cents per mile, plus any expense incurred for parking. Mileage shall not apply when the employee is furnished with a car. The foregoing shall not be a condition of employment.

ARTICLE XVI - SICK LEAVE

SECTION 1. All regular and regular part-time employees shall accrue four (4) hours sick leave for every eighty (80) hours in a pay status.

SECTION 2. All unused sick leave shall be accumulated to be used as needed, with pay, in case of prolonged illness.

SECTION 3. Employees shall be allowed sick leave to provide the supplemental pay difference between industrial compensation and regular net take home pay. Employees will also be allowed sick leave for the care of a member of the immediate family for the duration of the illness, not to exceed five (5) working days for a single incident or ten (10) working days per calendar year.

SECTION 4. If the employee is absent from work for more than three (3) days the Employer may require a doctor's certificate,

ARTICLE XVII - LEAVE OF ABSENCE

SECTION 1. Upon mutual agreement, in writing, leave of absence may be granted when an employee has a serious illness or has had an injury, for a period up to six (6) months if the employee so desires. Upon mutual agreement the leave of absence may be extended beyond the six (6) month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 2. By mutual agreement, the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union Conventions and Conferences. Employees granted such leave of absence, will retain and accumulate seniority during such leave period.

SECTION 3. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to their regular job at the rate then current for the classification.

SECTION 4. An employee who fails to return to work promptly upon expiration of an authorized leave of absence, except for satisfactory reason to the Employer, submitted in advance, may be terminated.

SECTION 5. In case of death In the immediate family (parents, grandparents, parents-in-law, spouse, children, brother, sister, stepparent, stepchildren and others residing in employees household) an employee shall be granted a leave of absence not to exceed ten (10) days, three (3) days of which will be with pay. This leave is not to be charged against sick leave.

SECTION 6. An employee called to serve as a juror or report to the court for jury examination in response to a jury summons shall be paid for such time, and employee shall submit any monies received for such jury duty to the Employer.

ARTICLE XVIII - DISCIPLINARY PROCEDURE

SECTION 1. In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined except for just cause Progressive per nature of allegation.

SECTION 2. For minor offenses, management has a responsibility to discuss such matters with the employee. Discussions of this type shall be held between the employee and Employer and shall not be considered discipline or grievable. Nothing prohibits the employee or Employer from making a personal note of the date and subject matter for their own personal record (5). However, nothing pertaining to such discussion shall be included in employee's personnel folder.

While such discussions may not be cited as an element of prior adverse record in any subsequent disciplinary action against employee, they may be, where relevant and timely, relied upon to establish that employees have been made aware of their obligations and responsibilities.

SECTION 3. A letter of warning is a disciplinary notice in writing, identified as an official disciplinary letter of warning, which shall include an explanation of a deficiency or misconduct to be corrected.

SECTION 4. In the case of discipline involving suspension, the employee shall be served with a written notice of the charges against him/her.

ARTICLE XIX - DISCHARGE/LAYOFF

SECTION 1. The Employer may discharge an employee for just cause. Upon request from the Union, the Employer will give written notice to the employee and the Union of such discharge, and reasons for such action.

SECTION 2. In all cases involving layoffs or demotions due to layoff, or rehiring layoffs, seniority based on continuous service with the Employer shall govern.

SECTION 3. No employee shall be discharged because of Union activities.

SECTION 4. It shall not be a violation of this Agreement, or an unfair labor practice and it shall not be cause for discharge, if an employee refuses to cross the picket line of a Union.

SECTION 5. Any employee discharged or laid off by the Employer shall be given two (2) weeks notice, or in lieu thereof, two (2) weeks pay, except if such employee is guilty of dishonesty or disloyalty. Any employee quitting their job without giving the Employer two (2) weeks notice shall be subject to forfeiture of any vacation pay earned in the service year of termination.

SECTION 6. (a) Any employee guilty of dishonesty or disloyalty shall be subject to immediate termination.

(b) Any employee who is terminated for any reason shall be paid promptly all monies due.

SECTION 7. The Union shall have the right to invoke the grievance and arbitration procedure as provided for in this Agreement, in all cases of termination, excluding probationary employees.

SECTION 8. The Employer shall not require any employee to submit to or take a polygraph or electronic lie detector test or examination as a condition of continued employment.

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

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, or Union Steward, within eight (8) working days after the grievant first learned or may reasonably have been expected to have learned of its cause.

(b) The Union will then present the grievance verbally to the Employer within five (5) working days.

(c) If no resolution can be reached, the Union will then present the grievance in writing to the employer within five (5) working days thereafter.

(d) 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 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's signatory to this Agreement, and shall be selected by the Employer. Each party shall appoint its representatives to the Board within three (3) days from receipt of the appeal to the Board. The Board shall take up within five (5) working days and render its decision within five (5) working days. The decision of the majority of the board shall be final and binding upon the parties to this Agreement.

(e) In the event the Adjustment Board fails to make a decision within five (5) days after hearing the grievance, the Board will no longer have jurisdiction, and the Union may make written demand for arbitration within seven (7) days thereafter.

(f) Within three (3) working days after a written demand for arbitration, a representative of each party shall meet by mutual agreement and select an arbitrator. If they fail to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) persons qualified to act as such arbitrator. Upon receipt of said list, the representatives will select one of the five (5) persons satisfactory to both. Failing to agree, they shall alternately strike one (1) name from the list until only one (1) name remains. A flip of the coin shall determine the party of first strike.

(g) The Arbitrator shall hear the grievance at his earliest convenience and his decision shall be final and binding.

(h) The Arbitrator shall have no power to alter, amend, change, and add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the written grievance, and if so what the remedy shall be. The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to him by the respective Parties in the presence of the other. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union. Each party shall pay any expenses incurred by it in presenting and preparing its case.

ARTICLE XXI - UNION REPRESENTATION

The Union Steward shall have the right to contact the employees at work with respect to this Agreement, provided it does not cause a disruption to work being performed.

ARTICLE XXII - UNION LABEL AND UNION SHOP CARD

SECTION 1. The privilege of using the Union label may be extended to all Union member employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

SECTION 2. 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 to be the property of the Union.

ARTICLE XXIII PENSION

SECTION 1. Office employees covered under this Agreement will have the option to choose between coverage under the Western States Office and Professional Employees Pension Trust Fund, or another Fund which is completely Employer paid. A contribution on behalf of each employee will be made in the following amounts:

Effective January 1, 2017 - \$1.80 per hour in pay status

The Employer agrees to make contributions in accordance with the above for all employees who have completed the probationary period.

SECTION 2. This shall apply to all employees not presently covered by another pension plan, which is completely Employer paid.

SECTION 3. Regular part-time employees shall be covered by the provisions of this Article.

SECTION 4. 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 Employees Pension Trust Fund or of any other Fund.

ARTICLE XXIV - UNION SECURITY

It is agreed by the parties to this Agreement that in the event the laws, State or Federal, pertaining to the Union Security are changed by Congressional or Legislative Amendments, Court Decisions or Governmental or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation of Union Security.

ARTICLE XXV - ALTERATION AND VALIDITY OF AGREEMENT

SECTION 1. Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such provisions shall be superseded by the appropriate provisions of such laws or regulations, so long as same is in force and effect, and such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

SECTION 2. No agreement, alteration, understanding variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

ARTICLE XXVI - TERM OF AGREEMENT

Article XXII Pension and Classification and Wages shall be opened for negotiations at least thirty-five (35) calendar days prior to October 1, 2017 for benefits to become effective on January 1, 2018 and on October 1, 2018 for benefits to become effective January 1, 2019.

All other terms of this Agreement shall be in full force and effect until December 31, 2019 and shall be automatically renewed from year to year, unless the Union or Signatory Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least sixty (60) but not more than seventy-five (75) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 8th day of December, 2016.

NATIONAL ASSOCIATION OF LETTER
CARRIERS, BRANCH 704

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL NO. 30



Dan Versluis, President
2950 N. Country Club Rd.
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6151 E. 25th St. Tucson, Arizona 85711



DV/WA/RLR/evma
opeiu:30
all-cio

CLASSIFICATION AND WAGES

The following classifications and minimum wage scale shall be prevalent and binding to the Employer and the Employee:

Wage Progression:	Effective	January 1, 2017
1 st 6 months		\$11.70
2 nd 6 months		\$12.10
3 rd 6 months		\$12.52
4 th 6 months		\$12.88
Thereafter		\$15.70
Temporary Employee		\$10.56

CHECKOFF AUTHORIZATION

I hereby authorize and direct National Association of Letter Carriers Branch 704, to deduct from my pay, Union Membership dues and assessments in the amount fixed in accordance with Bylaws of OPEIU Local Union 30 and the Constitution of the International Union, and transmit same to the

Treasurer _____ of OPEIU Local Union No. 30,

Claremont, CA. 91711

Commencing _____

Monthly dues _____

This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said agreement, whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining agreement between the Employer and the Union, whichever occurs sooner.

Signature _____

Date _____

DESIGNATED BENEFICIARY

Per Article XIII VACATIONS, SECTION 4,

In the event of termination, all accumulated vacations shall be paid in full to the employee, or to a **designated beneficiary in the event of death.**

Effective Date _____

Last Name	First Name	M.I.
-----------	------------	------

Address	City	State
---------	------	-------

Social Security Number

Beneficiary and Relationship

Address of Beneficiary

Telephone Number

Signature of Employee

