

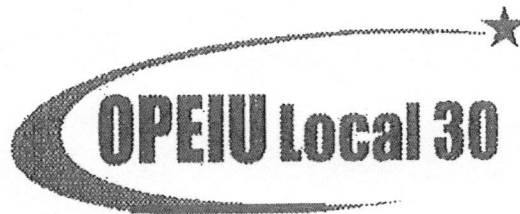
COLLECTIVE BARGAINING AGREEMENT

between

**International Union of Painters and Allied Trades,
District Council #15, Local No. 86**

and

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



September 1, 2016 through August 31, 2019

COLLECTIVE BARGAINING AGREEMENT
between
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCAL NO. 30
and
INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES,
DISTRICT COUNCIL #15, LOCAL NO. 86

This Agreement entered into this 1st day of September, 2016 by and between **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30**, hereinafter known as the Union and **INTERNATIONAL UNION OF PAINTERS AND ALLIED TRADES, DISTRICT COUNCIL #15, LOCAL NO. 86**, 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 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 of IUPAT, Local Union Local #86 coming under the jurisdiction of this Agreement in the State of Arizona: 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 participate in any internal union political action of their Employer, nor shall it 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

ARTICLE IV - Continued

- 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, 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 services 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.
- 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) consecutive working days. There shall be no responsibility for the 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 ninety (90) consecutive working days 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 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 on Saturdays shall be paid at the rate of time and one-half (1 1/2). All time worked in excess of forty hours shall be paid at the rate of time and one-half (1 1/2).
- Section 2. Any work performed on Holidays or Sunday shall be paid 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. Employees reporting for work on straight time days shall receive not less than four (4) hours pay, unless due to circumstances beyond the control of the Employer.
- Section 3. When an employee must return to work after completion of the regular eight (8) hour day,

ARTICLE VI - HOURS OF WORK -Continued

Monday through Friday, they shall be compensated at the rate of time and one-half for not less than two (2) hours.

ARTICLE VII - TECHNOLOGICAL CHANGES

In the event technological changes in office equipment would displace an employee, the Employer agrees to offer training to any employee who is qualified to fill the new position.

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

Fifteen (15) minutes shall be allowed in the morning and fifteen (15) 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 employee's lunch hour nor to disrupt the regular 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 eight (8) holidays with pay. (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 double-time. Those not required to work on 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 shall be allowed for each holiday so occurring at the Employer's option.
- Section 4. A temporary employee shall be paid for a holiday after fifteen (15) consecutive working days, if he has worked the day proceeding 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 XI - VACATIONS

- Section 1. Each employee who shall have been employed for one (1) year shall receive two (2)

ARTICLE XI - VACATIONS- Continued

weeks' vacation with pay annually.

- Section 2. 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 Employer's operation. All requests for vacation time must be submitted in writing.
- If three (3) reasonable requests made in writing by the employee cannot be granted by the employer, all unused vacation time will be paid to the employee with the last payroll check of the calendar year. If less than three reasonable requests for vacation time have been made, the employee forfeits all unused vacation days. No vacation time shall be payable if the employee terminates his/her working relationship with the Employer.
- Section 3. 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 date of hire.
- Section 2. Sick leave shall be granted only in case of sickness or injury. No sick leave time shall be payable to the employee upon termination of the working relationship.
- Section 3. All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of twelve (12) days to be used as needed, with pay, in the case of prolonged illness. No employee shall be compensated for unused sick leave.
- Section 4. If an employee is absent from work for three (3) days or more, the Employer may request a doctor's certificate. Failure to provide a Doctor certificate when requested may result in forfeiture of sick pay.
- Section 5. At the Employer's option, after twelve (12) months of continuous service the Employer may grant an employee a leave-of-absence due to sickness or other causes, without pay, not exceed six months. At the expiration of such leave, the employee shall be reinstated without loss of any of their rights or privileges of seniority.
- Section 6. 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 7. When an employee is called for jury duty and must serve, the Employer shall pay the employee a maximum of four (4) hours of each full day served up to a maximum of 10 days. The employee must verify from court the days served.
- Section 8. Bereavement Leave: In the 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, spouse's parents, spouse, children, step children, brothers and sisters.

ARTICLE XIII - 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 Phoenix Painters Industry 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 any regular employee who has worked at least one hundred and twenty (120) hours in the previous calendar month. Work as used herein includes paid holidays, vacation and sick leave.
- If any employee is eligible for coverage of Health and Welfare through another IUPAT employees plan (i.e. spouse) the Health and Welfare coverage for said employee may be waived by the employer. However if said employee is no longer eligible through another IUPAT employee's plan then said employee would be eligible for Health and Welfare coverage by virtue of their own employment, there would be no break in coverage.
- Health and Welfare coverage shall include the following:
- Section 3.
1. For employees and their eligible dependents
 - a. Comprehensive Hospital/Medical and Prescription Drug Benefits.
 - b. Vision Care Benefits.
 2. For employees only:
 - a. \$5,000 Life Insurance Benefits and Accidental Death and Dismemberment Benefits
- Section 4 The Employer shall contribute to the Fund a monthly amount which is required to maintain in effect the benefits listed in Section 3. The amount of such contribution shall be determined by the Board of Trustees of the Fund and such Trustee action shall be binding on the Employer.
- 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 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. 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 XV - LAYOFF AND REHIRE PROCEDURE

Should it become necessary to reduce staff the Employer at its discretion shall determine order of layoff. There are no provision for a rehire.

ARTICLE XVI - UNEMPLOYMENT INSURANCE

Employer 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. The Employer agrees to advise the Union of any such discharge.
- Section 2. Regular employees after six (6) months service shall be required to give one (1) week's notice prior to termination of services; and Employers shall be required to give one (1) week's notice to termination of service or one (1) week's 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 week's notice shall be required from either the employee or Employer, or two week's salary in lieu thereof.
- Section 3. An Employee resigning without giving the aforementioned notice shall not be entitled to accrued vacation or 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 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 inform applicant of the Collective Bargaining Agreement and require all new employee to obtain a referral from the union prior to starting work for the Employer.
- Section 2. 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, national origin, sex, by-laws, constitutional provisions, or any other aspects or obligations of union membership, policies or Union requirements.

ARTICLE XVIII -JOB VACANCIES-Continued

- Section 3. The Employer has the right to make personal interviews for all applicants referred to him by Local Union No. 30.
- Section 4. The Employer retains the right to reject any applicant referred to him by OPEIU, Local 30.

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 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 – REIMBURSEMENT TO EMPLOYEES

Office employees are not to furnish any office equipment.

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 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.)

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other liability that may arise out of or by reason of action taken or not taken by the Employer, provided however that the Employer will give the Union timely notice of any such claim and an opportunity to defend it.

ARTICLE XXII – GRIEVANCE AND ARBITRATION

- Section 1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretations or application of any provision of this Agreement and shall be processed in the following manner:
- a. An aggrieved employee must first present the grievance to the Employer and/or the Union Steward with five (5) working days after the grievance occurs.
 - b. If the grievance is not settled in the first step within five (5) working days, it shall be presented, in writing, through the Union, to the Employer with five (5) working days thereafter.
 - c. In the event the Union and Employer cannot resolve a grievance within ten (10) working days after notice is served upon the other, the Union and the Employer upon written request of either party shall make arrangements to have the

ARTICLE XXIII - CONTINUED

dispute submitted to binding arbitration before a neutral arbitrator selected in accordance with the procedures of the Federal Mediation and Conciliation Service. A joint request will be made to the FMCS requesting a list of five (5) impartial arbitrators. Each side has the first strike off the list. The decision of the arbitrator will be final and binding with the expense of the Arbitrator to be divided equally by the parties.

- d. 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 XXIV – PENSION

- Section 1. Effective immediately, 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 twenty-five cents (\$1.25) 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) consecutive working days of probationary employment. The contribution for probationary employees shall start on the first of the month following their ninety (90) consecutive working days of probationary employment.
- 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 who work over seventy (70) hours per month shall be covered by the provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.
- Section 4. The Employer adopts the updated Rehabilitation Plan for the term of the Agreement. The hourly contribution amounts to be paid into the pension fund are as follow:
Effective:
September 1, 2013 - \$1.25 per hour + surcharge
September 1, 2014 - \$1.25 per hour + surcharge
September 1, 2015 - \$1.25 per hour + surcharge

The Employer will pay all surcharges through September 1, 2015.
- Section 5. With respect to Article XXIV of this agreement the Employer has notified the Union of its intent to discontinue contributions to the Western State Pension Plan. It is agreed effective immediately the Employer will contribute \$1.25 per hour to the Southern Nevada Glazier and Fabricators 401 k plan.

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 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 XXVII - DURATION

The Agreement shall be in full force and effect on and after the 1st day of September 2016 to and including the 31st day of August 2019 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 September 1, 2016. If an Agreement upon such amendments or modifications is not reached before the 31st day of August 2019, 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.

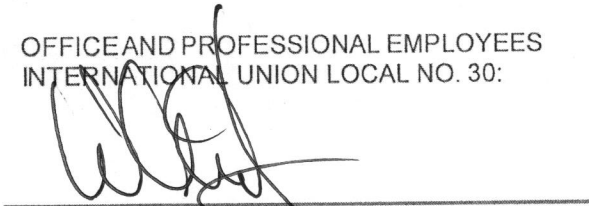
APPROVED BY EMPLOYER
NEGOTIATING COMMITTEE:



William A. Swanson, Director of
Service, District Council 15, IUPAT

John Smirk
Business Manager/Secretary-Treasurer
IUPAT, District Council 15

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 30:



Walter Allen Jr., Executive Director/CFO

EXHIBIT "A"

Section 1. HOURLY RATE SCHEDULE & EFFECTIVE DATES: September 1, 2016

Group	2016	2017	2018
<u>Group I</u> File Clerk Receptionist Typist Postage Machine Operator	\$10.50	\$10.75	\$11.00
<u>Group II</u> General Office Worker Computer Operator Cashier Primary Receptionist Also perform duties in Group I	\$14.00	\$14.25	\$14.50
<u>Group III</u> Executive Secretary Administrative Assistant Bookkeeper Job Dispatcher Also perform duties in Groups I & II	\$19.50	\$19.75	\$20.00

Wage increase retroactive to September 1, 2016 - .25 cents

September 1, 2017 - .25 cents

September 1, 2018 - .25 cents

Section 2. 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 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.

INEXPERIENCED EMPLOYEES SHALL RECEIVE AN HOURLY RATE OF:

<u>First 30 Days</u>	<u>Second 30 Days</u>	<u>Third 30 Days</u>
\$5.25	\$5.50	\$5.75

At the end of the ninety (90) days training program, the Employer must make a decision as to the classification or terminate said trainee.

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

Employees falling in Group III 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 have complete charge of the books of the organization.

Employees hired as Computer Programmer/Operator may be paid in the Group II classification for the first year of employment in order to familiarize themselves with the Employer's equipment.



EXHIBIT "B"

HOLIDAYS

The following list of holidays is submitted for observance:

New Year's Day
Memorial Day
Fourth of July
President's Day
Labor Day
Thanksgiving
The Day after Thanksgiving
Christmas Day

