

**AGREEMENT TO AMEND AND EXTEND COLLECTIVE BARGAINING  
AGREEMENTS BETWEEN OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL NO. 30 and, UNITED ASSOCIATION OF  
JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE  
FITTING INDUSTRY, LOCAL NO. 469 and the ARIZONA PIPE FITTING  
TRADES JOINT APPRENTICESHIP TRAINING COMMITTEE**

WHEREAS, Office and Professional Employees International Union, Local No. 30 (Union) is party to collective bargaining agreements (CBA) with both United Association of Journeymen and Apprentices of The Plumbing and Pipe Fitting Industry, Local No. 469 and the Arizona Pipe Fitting Trades Joint Apprenticeship Training Committee (collectively referred to as "Employer") for the period of November 1, 2020 through and including October 31, 2023;

WHEREAS, the Union and each Employer have voluntarily met and bargained over amending Article XXVI of the CBA to extend the terms of the CBA for one year and effective January 1, 2022 amend the wage terms as reflected in Exhibit A to the CBA;

NOW, THEREFORE, the Union and each Employer agree as follows:

1. Effective January 1, 2021, ARTICLE XXVI – DURATION shall be and is amended to provide as follows:

Section 1. All terms of this Agreement shall remain in full force and effect on and after the first day of November 2020, to and including the 31st day of October 2024.

Section 2. This Agreement shall be automatically renewed from year to year unless the Union or the Signatory Employer serves upon the other party a sixty (60) day notice of desire to modify, amend or terminate this Agreement prior to November 1, 2024. If agreement upon such amendments or modifications is not reached before the 31st day of October 2024, 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.

2. EXHIBIT A - WAGES AND FRINGES shall be and is amended to the terms in the attached Exhibit A.

PLUMBERS AND PIPEFITTERS  
LOC No. 469

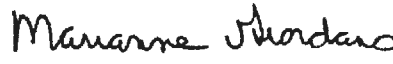
  
12/31/2021  
Aaron Butler, Business Manager

ARIZONA PIPE FITTING TRADES  
JOINT APPRENTICESHIP TRAINING  
COMMITTEE

  
Dean Van Kirk, Training Director

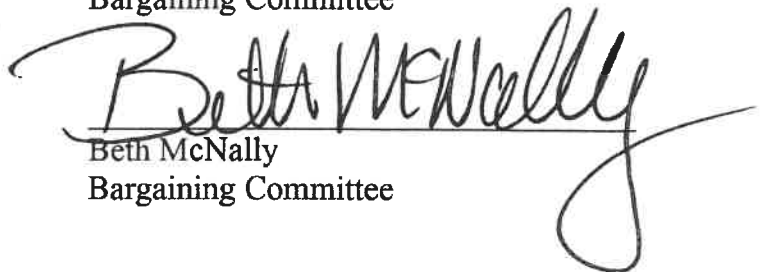
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL

UNION, LOCAL No. 30

  
12/30/2021

Marianne Giordano  
Executive Director/CFO

  
Taylor Fleitez  
Bargaining Committee

  
Beth McNally  
Bargaining Committee

## AMENDED EXHIBIT A - WAGES AND FRINGES

	EFFECTIVE	AMENDED MINIMUM WAGE	H&W*	DB**	DC***	HRA	PACKAGE
<b>Office Clerical</b>	11/1/2021 (3.0%)	\$20.63	\$7.15	\$3.65	\$4.25	\$1.00	
	1/1/2022 (2.4%)	\$21.11	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (4.8%)	\$22.12	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2023 (4.0%)	\$23.01	\$7.15	\$3.65	\$4.25	\$1.00	
<b>Administrative Assistant</b>	11/1/2021 (3.0%)	\$27.31	\$7.15	\$3.65	\$4.25	\$1.00	
	1/1/2022 (2.4)	\$27.94	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (4.8%)	\$29.28	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2023 (4.0%)	\$30.45	\$7.15	\$3.65	\$4.25	\$1.00	
<b>Senior Administrative Assistant</b>	11/1/2021 (3.0%)	\$31.75	\$7.15	\$3.65	\$4.25	\$1.00	
	1/1/2022 (2.4%)	\$32.50	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (4.8%)	\$34.06	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2023 (4.0%)	\$35.42	\$7.15	\$3.65	\$4.25	\$1.00	
<b>Executive Assistant</b>	11/1/2021 (3.0%)	\$33.18	\$7.15	\$3.65	\$4.25	\$1.00	
	1/1/2022 (2.4%)	\$33.95	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (4.8%)	\$35.58	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2023 (4.0%)	\$37.00	\$7.15	\$3.65	\$4.25	\$1.00	

\* As stated in Article XIII, the actual contribution rate shall be the amount designated by  
 AGREEMENT TO AMEND AND EXTEND COLLECTIVE BARGAINING AGREEMENTS

the Board of Trustees of the Arizona Pipe Trades Health and Welfare Fund for nonjobsite participants. The Health and Welfare rates stated in this exhibit are for illustration purposes.

**\*\* As stated in Article XXIII, the actual contribution rate shall be the amount equal to the rate contemporaneously established for Commercial I, Building Trades Journeymen in the Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours. The Defined Benefit Plan rates stated in this exhibit are for illustration purposes.**

**\*\*\*As stated in Article XXIII, the actual contribution rate shall be the amount equal to the rate contemporaneously established for the Commercial I, Building Trades Journeymen in Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours. The Defined Contribution Plan rates stated in this exhibit are for illustration purposes.**

**COLLECTIVE BARGAINING AGREEMENT**

between

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

and

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF  
THE PLUMBING AND PIPE FITTING INDUSTRY, LOCAL NO. 469**



**November 1, 2020 through October 31, 2023**

## TABLE OF CONTENTS

ARTICLE I - PREAMBLE .....	2
ARTICLE II - RECOGNITION.....	2
ARTICLE III - BONDING .....	3
ARTICLE IV - WAGE SCALES AND CLASSIFICATIONS .....	3
ARTICLE V - PROBATIONARY, TEMPORARY AND REGULAR PART - TIME EMPLOYEES .....	3
ARTICLE VI - HOURS OF WORK.....	4
ARTICLE VIII - NONDISCRIMINATION .....	4
ARTICLE IX - REST PERIODS .....	5
ARTICLE X - HOLIDAYS .....	5
ARTICLE XI - PAID TIME OFF .....	6
ARTICLE XII - LEAVE OF ABSENCE .....	8
ARTICLE XIII – WELFARE .....	9
ARTICLE XIV - SENIORITY .....	10
ARTICLE XV - LAYOFF AND REHIRE PROCEDURE .....	10
ARTICLE XVI - TERMINATION OF EMPLOYEE .....	10
ARTICLE XVII - JOB VACANCIES.....	11
ARTICLE XVIII - VOTING .....	11
ARTICLE XIX - VISITATION .....	11
ARTICLE XX - REIMBURSEMENT TO EMPLOYEES.....	11
ARTICLE XXI - WAGE ASSIGNMENTS .....	12
ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURE.....	12
ARTICLE XXIII - PENSION .....	13
ARTICLE XXIV - UNION SHOP CARD .....	14
ARTICLE XXV- SEVERABILITY .....	14
ARTICLE XXVI - DURATION .....	15
<b>EXHIBIT A - WAGES AND FRINGES .....</b>	<b>16</b>

## **COLLECTIVE BARGAINING AGREEMENT**

between

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

and

**UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND  
PIPE FITTING INDUSTRY, LOCAL NO. 469**

This Agreement is entered retroactive to the 1st day of November, 2020, by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 30, hereinafter known as the Union, and, UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY, LOCAL NO. 469 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, but excluding any independent contractor retained because of professional skill, training and experience in accounting and/or computer technology.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.
- Section 3. The Employer recognizes supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and agrees to not establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article. The Union agrees the Employer may assign to its Executive Assistant or a Senior Administrative Assistant responsibility for administering progressive discipline. The parties agree such assignment shall not render the employee to be a supervisor.

- Section 4. The Employer shall advise employees of the duties they are to perform and from whom they shall receive their instruction.
- Section 5. No employee shall participate in the internal politics, including any election, of Local 469. Violation of this policy constitutes sufficient grounds for discharge.

### **ARTICLE III - BONDING**

When an 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. At the Employer's option, an employee may receive a salary above the minimum or be advanced or promoted in the service of the Employer.
- Section 2. If a new position is established during the life of this Agreement, the Employer shall place it into the Category most closely similar to the skill level and experience required for the new position. In the event that the Union disagrees with the classification and rate of pay assigned by the Employer for the job in question, such dispute shall be submitted to the grievance and arbitration procedures as contained in this Agreement. see ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURE.

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

- Section 1. All employees shall be regarded as probationary employees for the first ninety (90) calendar days of employment, subject to termination at the will of the Employer.
- Section 2. Temporary employees must be informed at the start of employment of their status and may not work past ninety (90) calendar days of employment except as a replacement for periods of sick leave, vacation, or leave-of-absence.
- Section 3. Regular part-time employees are covered by all the conditions set forth in this Agreement.



- Section 4. The Employer shall assign a minimum of seventy-five percent (75%) of the hours regularly worked in the bargaining unit to full time employees working not less than thirty-two (32) hours a week.

#### **ARTICLE VI - HOURS OF WORK**

- Section 1. The minimum work week for regular full-time employees shall be forty (40) hours, Monday through Friday between the hours of 6:00 A.M. and 6:00 P.M., unless the Employer, Union and affected employee agree to an alternative arrangement. The Employer shall attempt to accommodate an employee's particular needs. At the employer's option, a regular full-time employee may be scheduled to work either 4 or 5 days per work week. Also, at the employer's option, and when operational needs permit a regular full-time employee may have the option to work up to 5 days/month from home. All time worked in the excess of forty (40) hours (including hours paid for Holiday pay) shall be paid for at the rate of time and one half (1 1/2).
- Section 2. No minimum work week for regular part-time employees is established.
- Section 3. Any work performed on Saturday shall be paid for at the rate of time and one-half (1 1/2).
- Section 4. Any work performed on Sunday or Holidays shall be paid for at the rate of double time (2X).
- Section 5. Employees reporting for work on straight time days shall receive not less than two (2) hours pay except when timely advised by the Employer to not report because of reasons beyond the control of the Employer. Employees who leave of their own free will be paid for actual time worked.

#### **ARTICLE VIII - NONDISCRIMINATION**

- Section 1. Neither the Union nor the Employer in carrying out their respective obligations under this Agreement shall discriminate in any matter, including but not limited to, hiring, training, job assignments, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, physical handicap or any other characteristic protected by law, including, but not limited to, claims made pursuant to *Title VII of the Civil Rights Act*; the Americans with Disabilities Act; the Age Discrimination in Employment Act; Chapter 4 of the Arizona Civil Rights Act or any other similar applicable law, rule or regulation.

- Section 2. Any and all claims that an employee may have of the type described in Section 1 shall be subject to the grievance and arbitration procedures established by Article XXII of the Agreement which shall serve as the sole and exclusive means for adjudicating such dispute and the awarding of a remedy for violations.
- Section 3. Notwithstanding the time limitations generally applicable for the filing of grievances under Article XXII, an employee shall have 6 months from the date of occurrence of any violation in which to file a grievance as to any discrimination claim of the type described in Section 1, except that any grievance alleging an improper layoff or recall decision under Article XV must be filed no later than 15 calendar days from the date the Employer advises the Union of its decision.
- Section 4. For any discrimination claim of the type described in Section 1, the Arbitrator upon the demonstration of good cause by either party, may enter an order, with appropriate limitations, authorizing the parties to engage in discovery consistent with the provisions of the Federal Rules of Civil Procedure.
- Section 5. For any discrimination claim of the type described in Section 1, the Arbitrator shall apply appropriate law in rendering his/her decision on the merits and ordering any remedy to any employee.

#### **ARTICLE IX - REST PERIODS**

Fifteen (15) minutes may be allowed in the morning and fifteen (15) minutes in the afternoon of each working day as a rest period at the option of the 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. Under this Agreement, the following days are holidays: NEW YEAR'S DAY, PRESIDENT'S DAY, MEMORIAL DAY, INDEPENDENCE DAY, LABOR DAY, VETERAN'S DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING, CHRISTMAS EVE DAY, AND CHRISTMAS DAY. Holidays falling on Saturday shall be recognized on the Friday prior to the holiday. Holidays falling on Sundays shall be recognized on the Monday following the holiday. Appropriate holidays which fall under the Federal Monday Holiday Act shall be recognized accordingly.
- Section 2. All full-time employees required to work on any holiday shall be paid at the

rate of 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 or pay shall be allowed for each holiday so occurring.
- Section 4. Temporary employees shall not be entitled to pay for holidays.
- Section 5. A REGULAR PART-TIME EMPLOYEE shall be paid four (4) hours for a holiday.

#### **ARTICLE XI - PAID TIME OFF**

- Section 1. A non-probationary employee during any month in which the employee actually works 128 hours, including hours paid for holidays and paid time off, shall accrue paid time off at the following rates:
- |  |                    |
|--|--------------------|
| From date of hire until second anniversary   | 8 hours per month  |
| From second anniversary to fifth anniversary | 10 hours per month |
| From fifth anniversary to tenth anniversary  | 16 hours per month |
| After tenth anniversary                      | 20 hours per month |
- Section 2. Paid time off shall be compensated at the hourly wage rate currently being paid to the employee. Except when an employee sells back hours or terminates, hours compensated for paid time off shall be used to calculate whether the employee has worked sufficient hours to be eligible for contributions to the Health & Welfare Fund. The Employer shall make appropriate contributions to the pension plans for any hours compensated for paid time off.
- Section 3. An employee may utilize paid time off for purposes of personal illness, disability or for health matters requiring personal medical attention as needed. However, when an employee takes three (3) or more consecutive days off for personal health reasons, the Employer may demand verification of the need from a health care provider.
- Section 4. An employee may utilize paid time off for personal time provided the employee secures the Employer's approval at least three (3) working days prior to taking off the time. When circumstances reasonably preclude an employee from prearranging Employer approval, the employee may not

take more than two (2) consecutive days for personal time without securing the Employer's approval. Personal time may be taken in four (4) hour increments. The Employer shall not deny requests to use personal time absent its business need.

Section 5. Employees may use paid time off for scheduled vacation time pursuant to the following schedule and conditions:

One Year to Three Years	Up to Two Weeks per contract year
Three Years to Ten Years	Up to Three Weeks per contract year
More Than Ten Years	Up to Four Weeks per contract year

On or before November 1, each year of this contract, employees may request to schedule vacation time for the remainder of the contract year. Where two or more employees seek to schedule vacation during the same time, the Employer shall honor requests made on or before November 1, based on the employee's length of service. Otherwise, an employee may request to schedule vacation time, but should attempt to do so at least three (3) months in advance. The Employer may deny a request to schedule vacation time where granting the request would burden the Employer because of previously scheduled vacations for other employees or specific operational needs. An employee may not schedule more than ten (10) consecutive workdays off at any time absent Employer approval.

Section 6. An Employee may accumulate paid time off up to 480 hours.

Section 7. Each contract year, an Employee may "sell back" hours of accumulated paid time off.

2020- Ninety-Five (95) hours

2021- One Hundred Five (110) hours

2022- One Hundred Twenty (125) hours

Hours "sold back" shall not be used to calculate whether the employee is eligible for a contribution to the Health & Welfare Fund., Defined Benefit and Defined Contribution plans.

Section 8. An employee who voluntarily quits upon giving two weeks' notice shall be compensated for all accumulated paid time off up to and including one hundred and sixty (160) hours of pay at the current hourly wage rate. However, an employee who gives notice of an intent to quit while under investigation for potential discipline is not entitled to any compensation for accumulated paid time off.

Section 9. Should an employee be laid off, become permanently disabled or die while actively employed by the Employer, the employee, or where applicable the

employee's estate, shall be compensated for all accumulated paid time off up to and including one hundred and sixty (160) hours of pay at the current hourly wage rate.

- Section 10. The parties agree that the earned paid sick leave requirements of the 2016 Arizona Proposition 206 known as the Fair Wages and Healthy Family Act, as codified in Arizona Revised Statutes §§ 23-371 through 380 are expressly waived and no provision thereof shall apply to individuals working in employment covered by this Agreement

## **ARTICLE XII - LEAVE OF ABSENCE**

- Section 1. At the Employer's option, after twelve (12) months of continuous service, an employee may obtain leave-of-absence for sufficient cause which shall not exceed six (6) months and such leave-of-absence shall be verified in writing, in triplicate, with 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 rights or privileges of seniority. During an approved leave, an employee may use one half (1/2) of accumulated earned paid time off, but not in excess of one hundred sixty (160) hours, during such absences. Hours paid for a leave shall not be used to calculate whether the employee is eligible for a contribution to the Health & Welfare Fund, but shall include appropriate contributions to the pension plans.
- Section 2. 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 reasonable time off if consistent with the needs of the Employer. Leave shall be without pay or fringe benefit contributions unless an employee elects to use paid time off. An employee may use one half (1/2) of accumulated earned paid time off, but not in excess of one hundred sixty (160) hours, during such absences. Hours paid for a leave shall not be used to calculate whether the employee is eligible for a contribution to the Health & Welfare Fund, but shall include appropriate contributions to the pension plans.
- Section 3. **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 if earned paid time off is available, in State, and five (5) working days with pay if earned paid time off is available, out-of-State. Immediate family shall consist of the following: Parents, Spouse's Parents, Spouse, Children, Stepchildren, Brothers and Sisters, Grandchildren and Grandparents.

Section 4. MATERNITY LEAVE - In the case of pregnancy and childbirth, the employee will be allowed to take a six-week maternity leave. The Employer will also make available an "acclimation period" whereby the employee may work part-time for a period not to exceed thirty (30) calendar days if the attending physician feels it to be necessary. Employees opting to take advantage of any portion of the maternity leave clause will suffer no loss of seniority. An employee may use one half (1/2) of accumulated earned paid time off, but not in excess of one hundred sixty (160) hours, during maternity leave up to 160 hours. Hours paid for a leave shall not be used to calculate whether the employee is eligible for a contribution to the Health & Welfare Fund, but shall include appropriate contributions to the pension plans.

### **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 Arizona Pipe Trades Health & Welfare Trust Fund (hereinafter referred to as the "FUND").
- Section 2. Contributions shall be due by the Employer, at the time established by the Fund, on behalf of any employee who worked at least one hundred and twenty-eight (128) hours in the previous calendar month. Work as used herein includes paid holidays and utilization of paid time off, except for paid time off paid for a leave of absence, severance of employment or death. However, no employee shall be eligible for contributions until the employee has been employed for ninety (90) calendar days and thereafter works one hundred and twenty-eight (128) hours in a calendar month.
- Section 3. Health and Welfare coverage shall be the plan of benefits as offered by the Arizona Pipe Trades Health & Welfare Trust Fund for non-jobsite participants. Any change implemented by the board of trustees shall be binding.
- Section 4. Employer, on a monthly basis, on behalf of eligible employees shall contribute to the Arizona Pipe Trades Health and Welfare Fund an amount designated by the Board of Trustees of that Fund for non-jobsite participants.
- Section 5. Employer shall contribute one hundred and seventy-two (172) hours for each employee who worked at least one hundred and twenty-eight (128) hours in the previous calendar month to the Arizona Pipe Trades Health

and Welfare Fund Health Reimbursement Account (HRA).

#### **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 they are discharged for just cause, when they quit, or when they have been laid off for a period in excess of six (6) months. Any employee who has been discharged then reinstated by the Grievance Procedure shall retain their seniority if agreed upon during the grievance process.

#### **ARTICLE XV - LAYOFF AND REHIRE PROCEDURE**

- Section 1. When it becomes necessary to lay off employees, the Employer may determine which employees are subject to layoff based on employee's performance, attendance, skill, training, and capacity to and willingness to perform necessary duties subsequent to the layoff. Where in the Employer's good faith discretion, two or more employees are deemed equal, the Employer shall layoff the employee with the least seniority.
- Section 2. Recalls will be made in the reverse order of layoff provided that an employee still retains seniority rights and, in the Employer's, good faith discretion the employee is capable of performing necessary duties subsequent to recall.
- Section 3. In any grievance alleging the Employer breached the provisions of this Article, the Union shall bear the burden of proving the Employer's decision was not made in good faith.

#### **ARTICLE XVI - TERMINATION OF EMPLOYEE**

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause any non-probationary employee. The Employer agrees to advise the Union of any such discharge and the reason(s) thereof, when practicable, prior to such action.
- Section 2. Any controversy arising out of this discharge of a non-probationary employee shall be subject to and resolved exclusively pursuant to Article XXII - Grievance and Arbitration Procedure.

## **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 endeavor to supply such help.
- Section 2. 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, bylaws, constitutional provisions, or any other aspects or obligations of Union membership, policies or Union requirements.
- Section 3. The Employer has the right to make personal interviews of all applicants referred by Local Union No. 30.
- Section 4. The Employer retains the right to reject any applicant referred by Local No. 30.
- Section 5. The Employer shall not interview applicants from any source other than the Union for a period forty-eight (48) hours after giving notice to the Union under Section 1. If the Employer chooses to hire a person not referred by the Union, the Employer shall notify the Union of the name of any employee so hired.

## **ARTICLE XVIII - VOTING**

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

## **ARTICLE XIX - VISITATION**

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

## **ARTICLE 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 their duties, they shall be properly 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 employee's 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 XXII - GRIEVANCE AND ARBITRATION PROCEDURE**

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 interpretation or application of any provision of this Agreement or any controversy arising under applicable employment laws and shall be processed in the following manner:

- (a) Employees represented by the Union shall take up grievances or disputes with the Union Steward who will report them to the Union Representative. When the Union believes the grievance has potential merit, it shall then serve a written notice of grievance on the Employer and attempt to adjust the grievance or dispute with the Employer or its representative. If the grievance or dispute is initiated by the Employer, it shall serve written notice of its grievance upon the Union Representative and then attempt to adjust the grievance or dispute with the Union Steward or Union Representative. Except as provided in Article VIII, Section 3, written notice of a grievance must be served upon the other party within five (5) working days of the alleged violation. Any matter for which no written notice of grievance is timely filed shall be deemed waived for all purposes.
- (b) 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 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 privilege of striking two (2) from the list. The party filing the grievance shall exercise 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.
- (c) Nothing contained herein may be interpreted to permit or grant power to the Arbitrator to alter, amend, modify or otherwise change any term or conditions of the Collective Bargaining Agreement, it being the intent that

their authority and decisions shall be within the scope of and limited to the application of terms and conditions hereof. The parties hereto agree that any decision rendered by the Arbitrator shall be final and binding upon them.

- (d) Where any employee has been wrongfully discharged for insisting upon compliance with this Agreement, or for exercising a right under this Agreement, the Committee or Arbitrator shall have authority to order that the employee be placed back on the job, or made whole for any loss of pay, or both.
- (e) Each party shall provide its own witnesses and pay its own expenses, including attorney's fees with the exception of the cost of the impartial Arbitrator and the cost of a court reporter which costs shall be divided equally between the parties.
- (f) The time limits set forth in article are to be strictly observed. The parties may mutually agree to extend any time limit, provided such stipulation is in written form signed by a representative of each party.

Section 2. The Union shall refrain from any strike or slowdowns and the Employer shall not engage in a lockout during the life of this Agreement. Any employee who engages in such activity shall be subject to termination. The Employer may remedy any such breach, at its option, either through this grievance procedure or through other available legal means.

### **ARTICLE XXIII - PENSION**

Section 1. The terms of the Arizona Pipe Trades Pension Trust Fund Agreement and Declaration of Trust (the Pension Fund), including any future amendments and any rules and regulations, are incorporated herein by reference. The parties hereto agree to the appointment of the Pension Fund Trustees by the Plumbing and Air Conditioning Contractors' of Arizona and United Association of Journeymen and Apprentices of The Plumbing and Pipe Fitting Industry, Local No. 469 as now or hereafter constituted.

Section 2. For each full-time employee, that is employees regularly scheduled to work more than 128 hours per month, the Employers shall contribute to the Pension Fund, an amount equal to the rate contemporaneously established for Commercial I, Building Trades Journeymen in the Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours.

Section 3. The terms of the Arizona Pipe Trades Defined Contribution Trust Fund Agreement and Declaration of Trust (the Defined Contribution Fund), including any future amendments and rules and regulations, are incorporated herein by reference. The parties hereto agree to the appointment of the Defined Contribution Fund Trustees by the Plumbing and Air Conditioning Contractors' of Arizona and United Association of Journeymen and Apprentices of The Plumbing and Pipe Fitting Industry, Local No. 469 as now or hereafter constituted.

Section 4. For each full -time employee, that is employees regularly scheduled to work more than 128 hours per month, the Employers shall contribute to the Arizona Pipe Trades Defined Contribution Trust Fund Agreement and Declaration of Trust (the Defined Contribution Fund), an amount equal to the rate contemporaneously established for Commercial I, Building Trades Journeymen in the Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing Fitting Industry , Local No.469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours.

An employee may designate a portion of his/her wage as an additional contribution to the Arizona Pipe Trades Defined Contribution Plan, pursuant to the rules established by the Defined Contribution Fund's Board of Trustees.

Section 5. The terms "each hour worked" as used in Section 4 of this Article to describe the duty to pay fringe benefit contributions, includes all hours for which an employee is paid.

Section 6. Contributions shall be paid for overtime hours, weekend and holiday hours and shift work at the same rate applicable to straight time hours.

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

#### **ARTICLE XXV- SEVERABILITY**

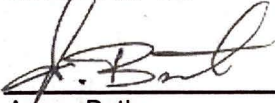
In the event that any provision of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void and its exclusion shall in no manner affect the balance of this Agreement.

## **ARTICLE XXVI - DURATION**

- Section 1. All terms of this Agreement shall remain in full force and effect on and after the first day of November 2020, to and including the 31st day of October 2023.
- Section 2. This Agreement shall be automatically renewed from year to year unless the Union or the Signatory Employer serves upon the other party a sixty (60) day notice of desire to modify, amend or terminate this Agreement prior to November 1, 2020. If agreement upon such amendments or modifications is not reached before the 31st day of October 2023, 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.

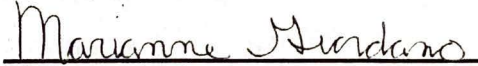
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

PLUMBERS AND PIPEFITTERS  
LOCAL No. 469

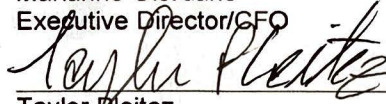


Aaron Butler  
Business Manager

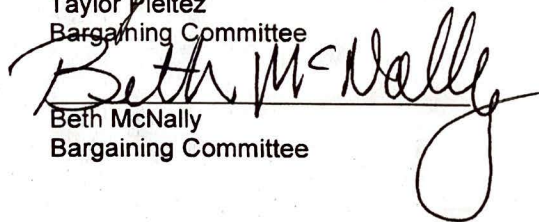
OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL No. 30



Marianne Giordano  
Executive Director/CFO



Taylor Pleitez  
Bargaining Committee



Beth McNally  
Bargaining Committee

## **EXHIBIT A - WAGES AND FRINGES**

	EFFECTIVE	MINIMUM WAGE	H&W *	DB**	DC***	HRA	PACKAGE
Office Clerical	11/1/2020 (4%)	\$20.03	\$7.15	\$3.65	\$4.25	\$1.00	
<i>Current (\$19.26)</i>	11/1/2021 (3%)	\$20.63	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (3%)	\$21.25	\$7.15	\$3.65	\$4.25	\$1.00	
Administrative Assistant	11/1/2020 (4%)	\$26.51	\$7.15	\$3.65	\$4.25	\$1.00	
<i>Current (\$25.49)</i>	11/1/2021 (3%)	\$27.31	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (3%)	\$28.13	\$7.15	\$3.65	\$4.25	\$1.00	
Senior Administrative Assistant	11/1/2020 (4%)	\$30.83	\$7.15	\$3.65	\$4.25	\$1.00	
<i>Current (\$29.64)</i>	11/1/2021 (3%)	\$31.75	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (3%)	\$32.70	\$7.15	\$3.65	\$4.25	\$1.00	
Executive Assistant	11/1/2020 (4%)	\$32.21	\$7.15	\$3.65	\$4.25	\$1.00	
<i>Current (\$30.97)</i>	11/1/2021 (3%)	\$33.18	\$7.15	\$3.65	\$4.25	\$1.00	
	11/1/2022 (3%)	\$34.18	\$7.15	\$3.65	\$4.25	\$1.00	

\* As stated in Article XIII, the actual contribution rate shall be the amount designated by the Board of Trustees of the Arizona Pipe Trades **Health and Welfare Fund** for non-jobsite participants. The Health and Welfare rates stated in this exhibit are for illustration purposes.

\*\* As stated in Article XXIII, the actual contribution rate shall be the amount equal to the rate contemporaneously established for Commercial I, Building Trades Journeymen in the Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours. The **Defined Benefit Plan** rates stated in this exhibit are for illustration purposes.

\*\*\*As stated in Article XXIII, the actual contribution rate shall be the amount equal to the rate contemporaneously established for the Commercial I, Building Trades Journeymen

in Arizona Pipe Trades Agreement between United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours. The **Defined Contribution Plan** rates stated in this exhibit are for illustration purposes.

MEMORANDUM OF UNDERSTANDING

By and between

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 30

And

UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING  
INDUSTRY, LOCAL 469

It is hereby agreed and understood that per **"Exhibit A" Wages and Fringes** as stated in Article XXIII, the actual contribution rate shall be the amount equal to the rate contemporaneously established for the Commercial I, Building Trades Journeymen in Arizona Pipe Trades Agreement between the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry, Local No. 469 and the Plumbing and Air Conditioning Contractors of Arizona times 172 hours.

The parties mutually agree that as of July 1<sup>st</sup>, 2021, the Defined Contribution Plan rate will increase by \$0.25 per hour with an additional \$0.25 per hour each year on July 1<sup>st</sup>, through the term of this agreement.

July 1, 2021	\$4.50
July 1, 2022	\$4.75
July 1, 2023	\$5.00

Office and Professional Employees  
International Union, Local 30

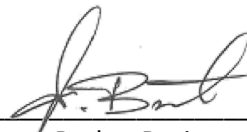


Marianne Giordano, Executive Director/CFO

7/01/2021

Date

Arizona Plumbers Pipefitters  
Local No. 469



Aaron Butler, Business Manager

7/02/2021

Date