

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**GENERAL TEAMSTERS (EXCLUDING MAILERS),
STATE OF ARIZONA, LOCAL UNION NO. 104,
AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

AND

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



NOVEMBER 30, 2008 THROUGH NOVEMBER 30, 2011

This agreement entered into this 30th day of November, **2008** by and between Office and Professional Employees International Union, Local No. **30** hereinafter known as the Union, and International Brotherhood of Teamsters, Local No. 104, hereinafter known as the Employer.

ARTICLE 1 – 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.

The spirit of this Agreement is one whereby the Employer will deal with its employees honestly and fairly, consistent with sound business principles in accordance with the language of this Agreement. The employee will reciprocate by performing their duties with diligence, competence and honestly, rendering a full day's work for a full day's pay.

All reference to employees in this Agreement designate both sexes whenever the male gender is used, it shall be construed to include both male and female if applicable.

ARTICLE 2 – 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 hired and/or working in the office or clerical positions designated in the classifications set forth in Exhibit "A" of this Agreement.
- Section 2. The Employer agrees not to enter into any agreement or contract with its employees individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.
- Section 3. Bargaining Unit Work: No bargaining unit work performed by employees working in the classifications set forth in Exhibit "A" may be performed by non-bargaining unit employees except for purposes of training or maintaining equipment or work that has historically been performed by non-bargaining unit employees.

It is understood that non-bargaining unit personnel shall be permitted to use personal computers, word processors, faxes, copying machines or other equipment necessary to the performance of their duties, provided there is no displacement or reduction in base pay of current employees.

Section 4. The Union agrees to use every reasonable effort to promote the welfare of the Employer.

Section 5. The Employer recognizes the fact that bona-fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and it is not its policy to establish jobs of job titles for the purpose of excluding such employees from the unit as established in this Article.

Section 6. The Employer or his representative shall make known to the employees the duties they are to perform and from whom they are to receive their instructions.

Section 7. No employees shall, as a condition of their employment, be required or permitted to participate in any internal political action of their employer, nor shall they be required or permitted to campaign for any individuals who are candidates for a International, or Local Union office.

ARTICLE 3 – BONDING

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

ARTICLE 4 – WAGE SCALES AND CLASSIFICATIONS

Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scale shown in Exhibit "B" of this Agreement.

Section 2. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this agreement shall, at any time, be so construed as to reduce the pay, 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 the minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

Section 3. An employee working four (4) hours or more at the direction of the Office Manager, on a combination of classifications shall be paid the wage scales of the highest classification.

Section 4. Any position not covered by Exhibit "A" or any position which may be established during the life of this Agreement **this is appropriate to this bargaining unit as defined in the recognition clause** 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 Federal Mediation and Conciliation Service for resolution.

Section 5. Payday shall be Friday, not later than the end of the employee's work day.

ARTICLE 5 – PROBATIONARY, TEMPORARY AND REGULAR PART-TIME EMPLOYEES

Section 1. All employees may be regarded as probationary employees for the first ninety (90) days of employment, may be discharged at anytime during this 90 day period. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in actions arising from membership in the Union.

Section 2. At the closing of the probationary period the employee shall be considered a regular employee, except as otherwise provided in this Agreement, and shall be entitles to all contract benefits.

Section 3. **Casual employees may be used as a replacement for period's of sick leave, vacation or leave of absence. Part time employees may be used from time to time for miscellaneous work.**

Casual employees will be paid contractual wages and pension benefits but will not receive Health & Welfare benefits nor will they accrue seniority.

Section 4. Regular part-time employees must be covered by all the conditions as set forth in the Agreement for regular employees, pro-rated according to actual hours worked.

ARTICLE 6 – 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 time worked in excess of eight (8) hours in any one day shall be paid for at the rate of time and one-half (1 ½). All time worked in excess of forty-eight (48) hours, Monday through Friday, shall be paid at the rate of double-time (2X). All overtime must be authorized, scheduled and approved by the Employer.
- Section 2. Any work performed on Sunday or Holidays shall be paid for at the rate of double-time (2X). All work performed on Saturdays shall be paid for at the rate of time and one-half (1 ½) with a minimum of three (3) hours. On Saturday, Sundays or Holidays, no employee shall be paid for less than three (3) consecutive hours of work. Part-time employees reporting for work as requested on straight time days shall receive not less than four (4) hours pay. Regular full time employees reporting for work on straight time days shall receive pay for actual hours worked.
- Section 3. When an employee must return to work after completion of the regular work day, Monday through Friday, they shall be compensated at the rate of time and one-half (1 ½) for actual hours worked. If an employee is required to work Saturday, Sunday or Holidays, after the hours of their stipulated work week, they shall be compensated at the stipulated hourly rate of pay for each hour worked and for not less than three (3) hours of work.
- Section 4. TIME CLOCK: The employer shall provide and require the employee to punch time cards showing start time, lunch break, and end of shift. Employees shall punch their own time cards.
- Section 5. Payroll Notification to the Union – The Employer agrees to notify the Union of any changes in the processing of payroll affecting bargaining unit personnel.
- Section 6. Any overtime shall be bid, then distributed, by seniority among all employees qualified to perform that specific task, or an employee that has already been working on that particular job. A bid sheet will be posted on Monday for the following Saturday work. Once an employee signs the bid list, they have until Wednesday to remove their name if they so desire,

removal after Wednesday will be charged as an occurrence. **If no volunteers sign the bid sheet, the Employer has the right to force most junior qualified employee to work. If the employee refuses or does not show he/she will be charged an occurrence.**

ARTICLE 7 – TECHNOLOGICAL CHANGES

- Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to discuss such changes with the Union Representative before such changes are made, which would result in the displacement of an employee.
- Section 2. In the event training programs are necessary for employees to qualify **to work** such jobs, the Employer agrees to **provide advanced** training for **affected** employees. The employer shall not be required to pay for any formal training (i.e. college accredited courses), for any employee. Senior employees shall be given first opportunity to qualify for **any new bargaining unit** positions before any persons outside the bargaining unit are hired to fill jobs.

ARTICLE 8 – NON-DISCRIMINATION

- Section 1. The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, **disability**, veteran status, union activities or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law, nor will they limit, segregate or classify employees in any way to deprive and individual employees of employment opportunities because of race, color, religion, sex, national origin, **disability**, veteran status, union activities or age in violation of any federal or state law, or engage in any other discriminatory acts prohibited by law. This article also covers employees with a qualified disability under the Americans with Disabilities Act. Where the pronouns "he" or "she" or any other pronoun designating sex are used in this Agreement, it shall be deemed to refer to either/and both sexes.

ARTICLE 9 – 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 the employees; these breaks shall include smoking breaks, and shall be taken at appropriate locations other than offices and/or working areas. This time shall not be taken as to be any continuance of the employees sixty (60) minute lunch time, nor to disrupt the regular office routine unless so arranged with the Employer.

ARTICLE 10 – HOLIDAYS AND PERSONAL DAYS

Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a maximum of twelve (12) holidays with pay. (See Exhibit "C") Holidays falling on Saturday or Sunday shall be observed on Friday or Monday, at the option of the Employer.

Section 2. All full-time employees required to work on any holiday listed in Exhibit "C", excluding the Employee's Birthday and the Employee's Anniversary Date, shall be paid at the rate of time and one-half (1 ½) for all hours worked on the Holiday in addition to the Holiday pay of eight (8) hours at the regular straight-time rate of pay.

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

Section 4. A regular part-time employee shall be paid for a holiday at the regular part-time scale, if the holiday falls within the time regularly employed.

Section 5. No work shall be performed on Labor Day except in extreme emergencies.

Section 6. In addition to the above outlined holidays, each employee shall be allowed two (2) personal floating holidays with pay.

Section 7. An employee must work the day before the holiday and the day after the holiday in order to be paid for the holiday, unless those days are already scheduled off.

ARTICLE 11 - VACATIONS

- Section 1. Each employee in the employ of the Employer for at least one year, shall receive one (1) week's vacation with pay.
- Section 2. Each employee who shall have been employed for two (2) years, shall receive two (2) weeks vacation pay.
- Section 3. Each employee who shall have been employed for five (5) years, shall receive three (3) weeks vacation with pay.
- Section 4. Each Employee who shall have been employed for fifteen (15) years, shall receive four (4) weeks vacation with pay.
- Section 5. Each Employee who shall have been employed for twenty (20) years or more shall receive five (5) weeks vacation with pay.
- Section 6. Whenever possible, the Employer shall grant vacation time to accommodate the employee, however, such vacation period must be arranged to avoid unnecessary interference with the Employers operation. At least one (1) week notice shall be given to the Employer when requesting vacation time. Not more than one (1) employee at a time shall be off except in emergencies and at the Employer's discretion, but in no event shall more than one (1) employee in each classification be off at the same time.
- Section 7. Senior employees shall be given preference in the selection of vacation periods when the period is requested at the same time.
- Section 8. Employees with two (2) or more weeks vacation (effective the second year of this contract) may split one week into daily increments with one (1) weeks notice to the Employer and subject to approval of the Employer.**

ARTICLE 12 – SICK LEAVE AND LEAVE OF ABSENCE

- Section 1. All regular employees shall be granted, with pay, six (6) days' sick leave per year, accumulated at the rate of one-half (1/2) day per month from the date of hire.

- Section 2. If an employee is absent from work three (3) days or more, the Employer has the right to request a doctor's release upon returning to work.
- Section 3. All unused sick leave shall be accumulated at the rate of one-half (1/2) day per month to a maximum of twelve (12) working days to be used, as needed, with pay, in case of prolonged illness.
- Section 4. Employees may take sick leave days in one half (1/2) day increments for personal and family needs. When a one-half (1/2) day increment is used the one-half (1/2) day worked shall be four (4) hours only, unless deemed necessary by the Employer.
- Section 5. Once an employee has accumulated the maximum twelve (12) days sick leave, such employee shall, on the anniversary date of their employment, each year, be paid for 100% of the accumulated sick days in excess of twelve (12) days, earned but unused.
- Section 6. At the Employer's option, after twelve (12) months of continuous service, and employee may obtain a leave-of-absence due to a sickness or other causes, without pay, which shall not exceed six (6) months, except in the event of Workers Compensation injury cases which shall not exceed eighteen (18) months, and such leave-of-absence due to sickness shall be verified by a physician, in writing, in triplicate, one (1) copy to the Employer, one (1) copy to the Union, and one (1) copy to the employee. At the expiration of such leave, the employee shall be reinstated to his/her previously held position without loss of any of his/her rights or privileges of seniority. This leave shall not be used in lieu of sick days or vacation days and may only be used once per calendar year.
- Section 7. The Employer agrees to grant the necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business provided five (5) day written notice is given to the Employer by the Union, specifying length of time off. The Union agrees that in making its request for more time off for Union activities, due consideration shall be given to the number of clerical staff affected in order that there shall be no disruption of the Employers operations due to lack of available employees.

Section 8. When an employee is called for jury duty and must serve, the employee shall suffer no loss of rights or benefits. The difference between jury pay and regular salary shall be paid by the Employer, to a maximum of ten (10) days pay for each contract year. Employees must return to work after being excused from jury duty.

Section 9. 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, out of state. Three of the outlined five (5) days will be paid and two (2) of the outlined five days will be without pay. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following. Father, mother, spouse's father, mother, wife, husband, brother, sister, son, daughter, grandparents, and those relationships generally called "Step", providing persons in such relationships have lived or have been raised in the family home and have continued an active family relationship.

To be eligible for funeral leave, the employee must attend, or make bona fide effort to attend the funeral.

Pay for funeral leave shall be for eight (8) hours at the straight hourly rate.

Funeral leave is not payable when the employee is on leave-of-absence, bona fide layoff, or for days falling outside the employees regular work week. An employee who is on paid vacation at the time of the funeral of an immediate family member who meets the criteria of Article 12, Section 9, paragraph one above, and provides the Employer proof of attendance at the funeral, shall have the option of re-banking the paid day(s), and taking the time off in accordance with the normal vacation procedures.

Section 10. All employees who worked for the Employer for a minimum of twelve (12) months and worked at least one thousand two hundred fifty (1,250) hours during the past twelve (12) months are eligible for unpaid leave as set forth in the Family and Medical Leave Act of 1993. Eligible employees are entitled to up to a total of twelve (12) weeks of unpaid leave during any twelve (12) month period for the following reasons:

- a) Birth or adoption of a child or the placement of a child for foster care.
- b) To care for a spouse, child or parent of the employee due to a serious health condition.

c) A serious health condition of the employee.

The employee's seniority rights shall continue as if the employee had not taken leave under this section, and the Employer will maintain health insurance coverage during the period of the leave.

The Employer may require the employee to substitute accrued paid vacation or other paid leave for part of the twelve (12) week leave period.

The employee is required to provide the Employer with at least thirty (30) days advance notice before FMLA leave begins, if the need for leave is foreseeable. If the leave is not foreseeable, the employee is required to give notice as soon as practicable. The Employer has the right to require medical certification of a need for leave under this Act. In addition, the Employer has the right to require a second (2nd) opinion at the Employer's expense, if the second (2nd) opinion conflicts with the initial certification, a third (3rd) opinion from a health care provider selected by the first (1st) and second (2nd) opinion health care providers, at the Employer's expense may be sought, which shall be final and binding. Failure to provide certification shall cause any leave taken to be treated as an un-excused absence.

As a condition of returning to work, an employee who has taken leave due to his/her own serious health condition must be medically qualified to perform the functions of his/her job in cases where employees fail to return to work, the provisions of the Agreement will apply.

It is specifically understood that an employee will not be required to repay any of the contributions for his/her health insurance during FMLA leave.

No employee will be disciplined for requesting or taking FMLA leave under the Act.

Disputes arising under this provision shall be subject to the grievance procedure.

The provisions of this section are in response to the federal FMLA and shall not superseded any State or Federal law which provides for greater employee rights.

ARTICLE 13- HEALTH & WELFARE

Section 1. The employer agrees to pay a monthly contribution of **\$638.26** to the Southwest Teamster Security Fund Plan 4 for each full-time employee covered by this Agreement in accordance with the rules prescribed by the Trustees of this Security Fund.

The Employer agrees to the additional contribution increases during the term of this Agreement as follows:

September 1, 2009	an additional \$34.60
September 1, 2010	an additional \$34.60
September 1, 2011	an additional \$34.60

Section 3. Benefits for the above contributions shall include, but not limited to; hospital, surgical, time loss, vision care and dental benefits as provided by the Trustees of the Fund. Should the above amounts prove to be insufficient to maintain the level of benefits in effect at the beginning of this Agreement, then in that instance the Trustees of the Southwest Teamsters Security Fund are required to utilize any reserve monies that have been derived through the operation of Plan 4 (medical and dental plans) of the Southwest Teamsters Security Fund to offset any additional costs over and above the amount of monies set forth above, so long as in doing so the reserves do not drop below the three (3) month reserve level.

Section 4. It is agreed between the parties that if during the term of this Agreement, the contribution for medical and dental, plus the amount of monies that the Trustees of the Southwestern Teamsters Security Fund feel can safely be used in deficit funding Plan 4 (from medical and dental reserves), is insufficient to continue, monies required to continue these benefits will be deducted from the employee's wages. This determination of how employer contributions will be allocated (Plan 4 medical benefits, dental benefits, retiree benefits) will be made by the Trustees of the Southwestern Teamsters Security Fund.

ARTICLE 14 - 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. Senior employees will be able to apply for all job vacancies, whether newly created or vacated, provided they are fully qualified. The determination of "fully qualified" and whether that senior employee is qualified for that particular job, is at the discretion of the Employer. An employee will lose seniority if they have been 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 Article 23- Grievance and Arbitration Procedure, shall retain their seniority.

Seniority shall be deemed broken and the employee removed from employment for the following reasons:

- a) Failure or refusal to report to work within two (2) weeks after being recalled to work following a layoff.
- b) If absent for three (3) consecutive days without notifying the Employer

ARTICLE 15 – LAYOFF AND REHIRE PROCEDURE

When it becomes necessary to lay off employees, they will be laid off according to their seniority, without regard to classification, provided that the employee with greater seniority is capable and willing to perform work available in the office. Recalls will be made in reverse order of layoff.

ARTICLE 16 –UNEMPLOYMENT INSURANCE

Employers shall provide unemployment insurance coverage for all employees through the Department of Economic Security.

ARTICLE 17 –TERMINATION OF EMPLOYEE

- Section 1. It is hereby agreed that the Employer has the right to discharge for just and reasonable cause. The Employer agrees to advise the Union in writing of any such action and the reason thereof.
- Section 2. Regular employee's after six (6) months' service shall be required to give the Employer one (1) week notice prior to termination of services. In the event of layoff, the Employer shall be required to give the employee one (1) week notice. In the even the Employer fails to give the required one

(1) week notice, one (1) week pay will be paid in lieu of the notice. No notice shall be required from the Employer in the case of termination for just and reasonable cause. The employee must be actively at work during the one (1) week period rendering a full day's work for a full day's pay. (Exception: In case of illness supported by proof of doctor care on that date, death in the employee's immediate family, jury duty or otherwise excused by the Employer.

Section 3. The following acts shall constitute immediate termination for just and reasonable cause.

- a) Theft/dishonesty
- b) Drinking of alcoholic beverages while on duty
- c) Verbal or physical assault on an co-worker or supervisor
- d) Selling, transporting or use of illegal narcotics while in the employment of the Employer.
- e) Willful, wanton, or malicious damage to Employer's property.
- f) Breach of confidentiality

Section 4. Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article 23-Grievance and Arbitration Procedure and shall be binding, notwithstanding any other clauses in this Agreement.

Section 5. Disciplinary action notices regarding absenteeism shall be disregarded and removed from the employees personnel file after a period of twelve (12) rolling months from the date of issuance.

ARTICLE 18 –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, the Employer shall notify the Union as to the number of applicants and qualifications desired and the Union shall endeavor to supply such help.

If the Union cannot supply the required qualified applicant within two (2) working days, the Employer has the right to hire outside of the Union.

The Employer retains the right to reject any applicant referred by Local Union No. 30.

ARTICLE 19 -VOTING

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

ARTICLE 20- VISITATION

Section 1. With the Employer's permission, and with reasonable notification to the Employer, it is agreed that an employee has the right to discuss any grievances with the Union Representative during work hours, provided that such discussion takes a reasonable amount of time. The Union Steward activities shall be limited to his/her breaks and lunch periods.

Section 2. The Employer agrees that the Union has the right to select job stewards from the employee roster. The Union Steward activities shall be but are not limited to the following:

- a) Distribution of monthly Union Dues Receipts
- b) Posting of official Union notices, relaying authorized information
- c) Discussion with an individual employees a grievance for the purpose of relating such grievance to the proper Union officials

The Steward shall not make themselves absent from their assigned work area to discuss Union business.

ARTICLE 21 –REIMBURSEMENT TO EMPLOYEES

Section 1. Office employees are not to furnish normal office equipment or supplies unless properly reimbursed; and, if any office employee incurs and approved expenses during the performance of their duties, they shall be reimbursed.

Section 2. Any employee performing business for the Employer using their own vehicle shall be reimbursed for mileage at the current Internal Revenue Service rate per mile, provided a log is kept verifying proof of mileage with date, location, start of mileage, ending mileage and purpose of travel. It is

incumbent upon the employee to request this reimbursement in a timely manner.

ARTICLE 22- WAGE ASSIGNMENTS

The Employer shall honor wage assignments executed voluntarily by the 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 monies so withheld to the Union. All such assignments shall be revocable with applicable State and Federal Laws.

ARTICLE 23 – 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 applications of any provisions 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 within two (2) working days after the grievance occurs.
 - b) If the grievance is not settled in the first step within two (2) working days, it shall be presented, in writing, through the Union, to the Employer within five (5) working days thereafter.
 - c) If no agreement can be reached on the grievance within ten (10) working days from the date it was first present to the Employer, either the Employer or the Union may request, in writing, that the matter be submitted to a 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 Employers signatory to this Agreement and shall be selected by the Employer involved in the grievance. Board of Adjustment shall render its decision within five (5) working days after submission.

- d) If the Board of Adjustment is unable to reach a decision within five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be final and binding on all parties to the grievance. If the Employer and the Union cannot agree upon an arbitrator within seventy-two (72) hours, a joint request will be made to the Federal Mediation and Conciliation Services to forward a list of five (5) impartial arbitrators with each side having the privilege of scratching two (2). Decision to be final and binding with the expense of the arbitrator to be divided equally by the parties. Time limits may be extended by mutual consent of the parties.
- e) Nothing contained herein may be interpreted to permit or grant power to the arbitrator to alter, amend, modify or otherwise change any terms or conditions of the collective bargaining agreement.

ARTICLE 24 – PENSION

The Employer will provide and maintain the current pension **contribution of seven dollars (\$7.00) per hour for the duration** of this Agreement.

This contribution shall be allocated as follows:

- 1. Six dollars and one cent (\$6.01) to the basic plan of benefits.**
- 2. Ninety-nine cents (99¢) to the program for Enhanced Early Retirement (Peer 80)**

The contributions required to provide the Peer 80 will not be taken into consideration for benefit accrual purposes under the plan. The contribution for the Peer must at all times be 16.5% of the basic contribution and cannot be decreased or discontinued at any time.

ARTICLE 25 – UNION SHOP CARD

Section 1. 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's No. **30**, AFL-CIO, and under agreement with the Union. This card is to be the property of the Union. Shop card shall be placed at Reception Desk at IBT 104 membership dues window.

Section 2. Bulletin Board: The Employer shall provide one standard bulletin board for the exclusive use of Local 30 for official Union business. This bulletin board will be placed in the employees break room.

ARTICLE 26 – SEVERABILITY

In the event that any provisions of this Agreement shall be found to be 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 27 – MANAGEMENT RIGHTS

The Employer reserves the sole and exclusive right to direct the working force including but not limited to the right to hire, promote, layoff, discipline, suspend or discharge for reasonable cause, together with the right to relieve an employee from duty for lack of work or other legitimate reason. The Employer further reserves to itself for its exclusive judgment and discretion the right to establish and enforce reasonable rules, regulation and policies relating to, but not necessarily limited to, safety conduct of employees, dress codes or other related conditions of employment. The above rules will not conflict with any other provision in this Agreement. The Union shall receive notification of such rules, regulations and policies prior to being implemented by Management. Any protest to rules must be received by Employer no later than two working days.

Notwithstanding any language to the contrary, in the even an employee is discharged, disciplined or suspended for any of the infractions expressly set forth in rules and regulations established by the Employer, and a grievance with respect thereto is eventually submitted to arbitration, the arbitrator's decision shall be final and binding. If an employee is discharged or in any fashion disciplined for an offense not expressly listed in the rules and regulations, the arbitrator shall have the authority set-forth in Article 23-Grievance and Arbitration Procedure of this Agreement. Any controversy arising out of this discipline and discharge shall be arbitrated as set forth in Article 23-Grievance and Arbitration Procedure.

ARTICLE 28 – DURATION

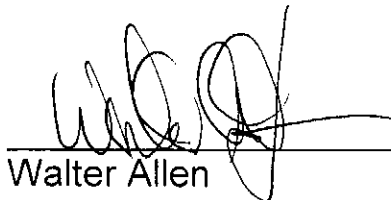
This Agreement shall be in full force and effect on and after the 30th day of November **2008**, to and including the 30th day of November **2011**, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other a ninety (90) day written notice of desire to modify, amend or terminate this Agreement, prior to November 30th, **2011**, it agreement upon such amendments or modifications is not before the 30th day of November **2011** 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.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL NO. 30

GENERAL TEAMSTERS (EXCLUDING
MAILERS), STATE OF ARIZONA, LOCAL
UNION NO, 104, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS


George Scovill 11/11/08
Date
Business Representative


Walter Allen 11/11/08
Date
Executive Director
Chief Financial Officer

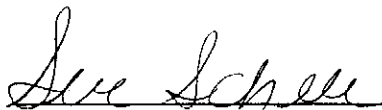

Sue Schell 11/11/08
Date
Office Manager

EXHIBIT "A"

CLASSIFICATIONS

GROUP I – GENERAL SECRETARY

JOB DESCRIPTION:

Type and process contracts, mail, correspondence, grievances, minutes, reports, reservations, phones, dispatch, filing and other matters for non-bargaining employees without being assigned one individual supervisor; operates business machines required for such work.

GROUP II – TITAN OPERATOR

JOB DESCRIPTION:

Membership record and all transactions having to do with status of member; responsible for all dues, to include payables and receivables, by both individual and by company; balance daily receipts and deposits; keep running cash collection account records; phones, dispatch and filing; operates business machines required for such work.

The Company shall maintain the right to cross-train employees.

It is agreed and understood that this list of classifications does not include all of the functions that are performed by the employees covered by this agreement.

It is agreed and understood if an emergency arises requiring a non-bargaining employee to perform dispatching within the bargaining unit, such shall be permitted provided, such action does not result in the displacement or reduction in base pay of current bargaining unit employees. An emergency shall be defined as: Illness of the dispatcher, death in the immediate family and severe weather conditions.

EXHIBIT "B"

HOURLY RATE SCHEDULE

CLASSIFICATION RECAP

GROUP I – GENERAL SECRETARY

GROUP II – TITAN OPERATOR

GROUP I	<u>Start Rate</u>	<u>12/1/10</u>	<u>12/1/11</u>
	<u>\$15.74</u>	<u>\$16.19</u>	<u>\$16.64</u>

GROUP II	<u>Start Rate</u>	<u>12/1/10</u>	<u>12/1/11</u>
	<u>\$16.64</u>	<u>\$17.09</u>	<u>17.54</u>

Note 1: Employees must have completed their ninety (90) day probationary period in order to be eligible for and to receive the contractual raises on December 1st of each year.

Note 2: All new hire employees will start employment and be placed in GROUP I-GENERAL SECRETARY.

EXHIBIT "C"

HOLIDAYS

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Employee's Birthday
Employee's Anniversary Date

Revised 11/10/2008

TEAMSTERS LOCAL UNION 104
PROGRESSIVE DISCIPLINE, WORK RULES AND OFFICE POLICIES

Progressive discipline will be administered and enforced on an **twelve (12)** month rolling period as follows:

- 1st occurrence: verbal warning
- 2nd occurrence: written warning
- 3rd occurrence: one-day suspension
- 4th occurrence: three-day suspension
- 5th occurrence: termination

Progressive discipline will be applied for violation of the following:

Confidentiality

No employee will give information on members or fellow employees, or internal Local business to any unauthorized person.

1. **Employee Conduct**

- A. Insubordination will not be tolerated in any form.
- B. Employees will conduct themselves in a courteous manner when dealing with members and fellow employees.
- C. Maintain proper, neat, clean appearance.
- D. Personal phone calls will be made at break times. Incoming personal calls taken either on the Company phone or on cell phones during work will be immediately advised of a callback.
- E. Unauthorized use of Company equipment is prohibited.
- F. Loafing, wasting time, malingering will not be tolerated.
- G. An employee will not disturb or disrupt the performance of his/her fellow employees with non-work related conversations.
- H. Unsatisfactory cooperation and work performance, failure to follow written and/or oral instructions will not be tolerated.
- I. Work areas will be kept neat and clean.
- J. An absenteeism occurrence is defined as any number of un-excused consecutive scheduled workdays missed prior to returning to work. Un-excused is defined as any unpaid and/or unauthorized day which is missed.

2. Report to work, finish work and breaks

- A. Employees will punch out at the beginning of breaks, and back in at the end of breaks, which shall consist of a 15 minute morning break, and a 15 minute afternoon break.
- B. Breaks will not be taken with another employee so as to leave the office short-handed. The Employer will furnish a schedule of breaks if employees are not able to schedule this on their own.
- C. Breaks will be taken in one of the break rooms, or locations other than fellow employee's work areas, or offices.
- D. Lunches will be eaten on breaks or lunch hour, and not on regular work time at employee's desk. Overtime will not be paid for half-hour lunches unless pre- approved for that particular time and day. Overtime before and after work and during lunch hour will be approved by the Office Manager. If the Office Manager is not available, then the approval should come from the Secretary Treasurer; should the Secretary Treasurer be away from the office the Agent the work affects shall approve and initial the time card. It is the employee's responsibility to get the time card initialed and approved in order for overtime to be paid.
- E. There will be no smoking at the employee's desk at anytime.
- F. Changing or trading work schedules will not be done without prior approval.
- G. If an employee needs to leave the office for **(a short appointment)** the only excused time will be for a doctor's appointment or court appearance; each **of** which must have documentation when the employee returns to work. This time off **may** be used **from sick time in two hour increments** or if sick **time** is not available, will be considered an occurrence.
- H. In order to assure the office is properly staffed, prior communication with the Office Manager before appointments are scheduled during work hours will help to determine what days are best. When the appointment is made, notify the Office Manager immediately.

3. Excessive tardiness will not be tolerated.

- 7 occurrences within a 12 month **rolling** period - verbal warning
- 13 occurrences within a 12 month **rolling** period - written warning
- 14 occurrences within a 12 month **rolling** period - 1 day suspension
- 15 occurrences within a 12 month **rolling** period - 3 day suspension
- 16 occurrences within a 12 month **rolling** period – termination

All late occurrences up to one hour must be made up within five days during employees lunch periods or they may be allowed to stay late to make up their time if a salaried person is working at the Local after normal business hours. Working during lunch periods or after hours to make up time, may not result in overtime under any circumstances.