

COLLECTIVE BARGAINING AGREEMENT

between

United Food and Commercial Workers Union, Local 99

and

Office & Professional Employees International Union,

Locals 30 and 319



MAY 1, 2012 THROUGH APRIL 30, 2015

COLLECTIVE BARGAINING AGREEMENT

between

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,
LOCALS 30 and 319**

and

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 99

This Agreement entered into this 1st day of May, 2012 by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCALS 30 and 319, hereinafter known as the "Union" and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 99, 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.

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

ARTICLE II - RECOGNITION

- Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages and working conditions of all employees coming under the jurisdiction of this Agreement: Specifically, any phase of office or clerical work.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the employer.
- Section 3. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status, and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article.
- Section 4. The Employer or his/her representative shall make known to the employees the duties he/she is to perform and from whom he/she is to receive his/her instructions.
- Section 5. No employee shall, as a condition of his/her employment, be required or permitted to participate in any internal union political action of his/her Employer, nor shall he/she be required or permitted to campaign for any individuals who are candidates for a union office.
- Section 6. This Agreement constitutes the sole and entire existing Agreement between the Employer and the Union or the employees, and expresses all obligations of, and restrictions imposed on each of the respective parties during its term.

ARTICLE III – BONDING

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

ARTICLE IV - WAGE SCALES AND CLASSIFICATIONS

- Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scale shown in Exhibit “A” of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided for are minimum 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 the period specified, or be advanced or promoted in the service of the Employer.
- Section 3. Any Employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification for the 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 *upon thirty (30) days written notification to the Union*. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance and arbitration machinery contained in this Agreement.

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

- Section 1. All employees may be regarded as probationary employees for the first ninety (90) days of employment. There shall be no responsibility for re-employment of probationary employees if they are laid off or discharged during the probationary period, except that the Union reserves the right to take up grievances resulting from activities in actions arising from membership in the Union.
- Section 2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits.
- Section 3. The temporary employee must be informed at the start of employment and may not work past three (3) months of employment except as a replacement for periods of sick leave, vacation or leave-of-absence.
- Section 4. The temporary employees’ rate of pay will be determined by the Employer.
- Section 5. Regular part-time employees must be covered by all conditions set forth in the Agreement to which they are entitled.

ARTICLE VI - HOURS OF WORK

- Section 1. The minimum work week for regular full-time employees shall be forty (40) hours, Monday through Friday. All time worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of time and one-half (1 ½). All time worked in excess of forty (40) hours shall be paid at the rate of time and one-half (1 ½).
- Section 2. Any work performed on Saturday shall be paid for at the rate of time and one-half (1 ½). Any work performed on Sunday shall be paid for at the rate of double time (2X). On Saturdays, Sundays 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.
- Section 3. When an employee must return to work after completion of the regular eight (8) hour day, Monday through Friday, he/she shall be compensated at the rate of time and one-half (1 ½) for not less one (1) hour. If an employee is required to work on Saturdays, Sundays or Holidays, after the hours of his/her stipulated eight (8) hour day, he/she shall be compensated at the stipulated hourly rate of pay for each hour worked and for not less than three (3) hours of work.

ARTICLE VII - TECHNOLOGICAL CHANGES

- Section 1. In the event of proposed technological changes, such as the introduction of data processing equipment, computers, or other automated office machines, the Employer agrees to discuss such changes with the Union Representative before such changes are made.
- Section 2. Any job created by virtue of the installation of such equipment will be posted for bidding among the employees within the collective bargaining unit.
- Section 3. In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those senior employees to be displaced who wish to accept employment in the resultant automated positions. Such training program shall not exceed sixty (60) days.
- Section 4. Senior employees shall be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant job.
- Section 5. In the event classes are available at area community colleges, the affected employee(s) may be required to take courses during non-work time for the purpose of receiving training necessary to perform the job duties as determined by the Employer. Upon successful completion of a course required by the Employer, the Employer will reimburse the employee for all costs when receipts are presented.

ARTICLE VIII - NON-DISCRIMINATION

All existing State and Federal Statutes or Decisions with regard to non-discrimination shall be complied with.

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 a 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 thirteen (13) holidays with pay. As many of these holidays as possible are to coincide with the holidays observed by the Employer. Holidays observed shall be NEW YEAR'S DAY, MEMORIAL DAY, FOURTH OF JULY, LABOR DAY, THANKSGIVING DAY, THE DAY AFTER THANKSGIVING AND CHRISTMAS DAY. In addition to the above named holidays, the employees shall be given their birthday, their anniversary date and four (4) personal days of each year with full pay. Personal days shall be taken at a time mutually agreed upon between the employee and the Employer. Holidays falling on Saturdays or Sundays 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 shall be paid their regular pay plus double (2X) their scale. Those not required to work on holidays shall receive their regular pay only, provided they have worked their regularly scheduled shift immediately preceding and following said holiday.
- 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 at the Employer's option.
- Section 4. A REGULAR PART-TIME OR TEMPORARY EMPLOYEE shall be paid for a holiday at the regular scale on a pro-rata basis, provided the employee has worked their scheduled shift immediately preceding and following said holiday.
- Section 5. No work shall be performed on Labor Day except in extreme emergencies.

ARTICLE XI - VACATIONS

- Section 1. Each new-hired employee after May 1, 2004 who shall have been employed for one (1) year, but less than three (3) years shall receive one (1) week vacation with pay.
- Section 2. Each new hired employee after May 1, 2004 who shall have been employed for three (3) year, but less than five (5) years shall receive two (2) weeks vacation with pay.
- Section 3. Each employee who shall have been employed for five (5) years but less than ten (10) years shall receive three (3) week's vacation with pay.
- Section 4. Each employee who shall have been employed for ten (10) years but less than fifteen (15) years shall receive four (4) week's vacation with pay.
- Section 5. Each employee who shall have been employed for fifteen (15) years but less than twenty (20) years shall receive five (5) week's vacation with pay.

ARTICLE XI – VACATIONS – Continued

- Section 6. Effective January 1, 1996, each employee who shall have been employed for twenty (20) or more years shall receive six (6) week's vacation with pay. At the employee's request *one (1) week* vacation will be paid out at 100% pay, in lieu of *one (1) week* time off.
- Section 7. A vacation schedule shall be prepared by the Employer and presented to the employees by April 15th of each year. It shall be mandatory that all vacation time accumulated shall be used each year.
- Section 8. 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.
- Section 9. Senior employees shall be given preference in the selection of vacation period.
- Section 10. In the event that the Employer cancels previously approved vacation time, the employee shall be permitted to carry over the vacation time canceled to the next calendar year.

ARTICLE XII - SICK LEAVE AND LEAVE-OF-ABSENCES

- 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 or as provided in Section 6 below.
- Section 3. All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of sixty (60) working days to be used as needed, with pay, in case of prolonged illness or injury.
- Section 4. If an employee is absent from work three (3) days or more, the Employer may request a doctor's certificate.
- Section 5. If no sick leave is used during the current calendar year, two (2) of the above-outlined twelve (12) days per year shall be granted as paid leave at a time mutually agreed upon between the Employer and the employee, or the two (2) days maybe converted into cash payment.
- Section 6. Sick or injury leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for Workers' Compensation benefits, the Employer shall pay the difference between the amount received by the employee from Workers' Compensation and the amount the employee would have received had he/she been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated and due the employee has been paid to the employee.
- Section 7. At the Employer's option, after twelve (12) months of continuous employment, an employee may obtain a leave-of-absence due to sickness or other causes, without pay, ***which shall not exceed one (1) year*** and such leave-of-absence shall be verified in writing, in triplicate – one (1) copy to the Employer, one (1) copy to the employee and one (1) copy to the Union. At the expiration of such leave, the employee shall be reinstated without loss of any of his/her rights or privileges of seniority. The parties shall not administer this article/section in a manner which violates the American Disabilities Act (ADA).

ARTICLE XII - SICK LEAVE AND LEAVE-OF-ABSENCES - Continued

- Section 8. With the approval of Local 99 President, an employee who qualifies under the law outlined by FMLA and makes a request to Local 99 President may use accumulated sick days then vacation to care for sick or terminally ill family member as described in the FMLA.
- Section 9. If an employee is selected to perform work for the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCALS 30 and 319, including conventions and conferences, at the Employer's option, the employee may be granted a reasonable time off.
- Section 10. 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.
- Section 11. BEREAVEMENT LEAVE - In case of death in the immediate family, an employee shall be granted a leave-of-absence of three (3) working days with pay, in State, and five (5) working days with pay, out of State. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following: Spouse, Parents, Spouse's parents, Step-parents, Children, Step-children, Grandchildren, Brothers, Sisters, Brothers-in-law, Sisters-in-law, Grandparents, Sons-in-law and Daughters-in-law.

ARTICLE XIII - WELFARE

- Section 1. Effective immediately the Employer shall make monthly contributions for eligible employees to the UNITED FOOD AND COMMERCIAL WORKERS AND EMPLOYER'S ARIZONA HEALTH AND WELFARE TRUST FUND. The contribution rate for such Health and Welfare Coverage shall be completely Employer paid. The Employer contribution, as provided herein, shall be made on eligible employees, on the effective date, after ninety (90) days of employment.
- Section 2. The Employer and the employees agree to be bound by the terms and conditions of the United Food and Commercial Workers and Employer's Arizona Health and Welfare Trust Fund, and any amendments thereto.
- Section 3. The Employer shall continue contributions for the first calendar month following the month in which the employee begins a sick leave or personal leave-of-absence or layoff. Thereafter, the employee shall make provision for the payment of the full amount of the contribution which is then to be paid by the employee.
- Section 4. This shall apply to all employees not presently covered by another Health and Welfare Plan which is completely Employer paid and which provides the equivalent or better coverage.
- Section 5. All hours worked or paid for shall be considered as hours worked for the purpose of computing contributions to the Health and Welfare Trust Fund.
- Section 6. Local 99 will maintain the cost of the supplemental benefits provided by Southwest Service Administrators to its employees.

ARTICLE XIV - SENIORITY

Seniority is defined as an employee's continuous service within the bargaining unit with the Employer based upon the time actually spent on the payroll, plus approved absence. An employee will lose seniority if he/she is discharged for just cause, when he/she quits, or when he/she has been laid off for a period in excess of

ARTICLE XIV - SENIORITY - Continued

ninety (90) days. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain his/her seniority.

ARTICLE XV - LAYOFF AND REHIRE PROCEDURE

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

ARTICLE XVI - TERMINATION OF EMPLOYEES

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons thereof prior to such actions.
- 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) weeks' notice prior to termination of services 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 (2) week's notice shall be required from either the employee or Employer, or two (2) week's salary from the Employer in lieu of notice.
- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any pay in lieu of notice.
- Section 4. Vacation or vacation pay shall be in no way 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 21 and shall be binding, notwithstanding any other clauses in this Agreement.

ARTICLE XVII - JOB VACANCIES

- Section 1. The Employer shall notify the Union of any vacancies. The Employer will give due consideration to any applicants referred by the Union. Nothing herein shall prohibit the Employer from hiring an applicant for employment.
- Section 2. All job vacancies within the bargaining unit shall be posted in-house as well as outside. Current employees shall be given preference to fill any such vacancies provided they meet the qualifications for the job. In the case of more than one qualified applicant from within, seniority shall determine the successful candidate.

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 shall not be required to furnish normal office equipment or supplies unless properly reimbursed. Employees required to use their own vehicles to perform business of the Employer shall be compensated at the rate of thirty-two and one half cents (32.5¢) per mile.

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 the 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 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 matters of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement and shall be processed in the following manner:

- A. An aggrieved employee and/or the Steward must first present the grievance to the Employer within nine (9) 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 within nine (9) working days thereafter.
- C. If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented to the Employer, either the Union or the Employer 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 and two (2) representatives of the Employer signatory to this agreement and shall be selected by the Employer involved in the grievance. The 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 in five (5) working days, they shall endeavor to mutually select an impartial arbitrator to render a decision which shall be 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 Service to forward a list of seven (7) impartial arbitrators with each side having the privilege of scratching three (3). Decision of the arbitrator is to be final and binding with the expense of the arbitrator to be divided equally by the parties.

Time limits set forth shall exclude Saturdays, Sundays and Holidays. Time limits may be extended by mutual consent of the parties.

ARTICLE XXIII - PENSION

Section 1. Effective immediately, the Employer agrees to contribute to an amount equivalent to that as required under the Maricopa Arizona Retail Food Agreement to the DESERT STATES UNITED FOOD AND COMMERCIAL WORKERS UNION AND EMPLOYERS PENSION TRUST FUND. The Employer contribution, as provided herein, shall be made on eligible employees on all hours earned on the effective date, except for employees serving their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their (90) day probationary period.

Contributions on behalf of each employee shall be the same as those bargained for UFCW members in the Plan.

Section 2. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement, and amendments thereto, of the Desert States UFCW Unions and Employer Pension Trust Fund.

Section 3. United Food and Commercial Workers Local #99 shall continue participation in the 401(k) plan as administered by the UFCW.

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, Locals 30 and 319, AFL-CIO and under agreement with the Union. This card is to be the property of the Union. The Employer reserves the right to designate the place for such card to be displayed.

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 - 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, demote, layoff, discipline, suspend or discharge for 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, regulations 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.

ARTICLE XXVII - NO STRIKE, NO LOCKOUT

During the term of this Agreement, the Union agrees that there shall be no strike or any other interference with or interruption of the Employer's operations by the Union or its members. The Employer agrees there will be no lockout.

ARTICLE XXVIII - TOTALITY OF AGREEMENT

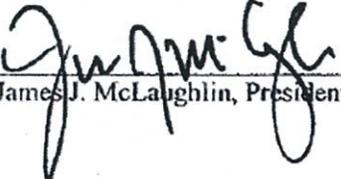
The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE 29 - TERM OF THE AGREEMENT

This Agreement shall be in full force and effect on and after the 1st day of May 2012 to and including the 30th day of April 2015, 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 April 30, 2015. If agreement upon such amendments or modifications is not reached before the 30th day of April 2015, 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.

UNITED FOOD & COMMERCIAL WORKERS
LOCAL 99

 1/2/13
James J. McLaughlin, President Date

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 30


Walter Allen, Jr., Executive Director CFO Date

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL NO. 319

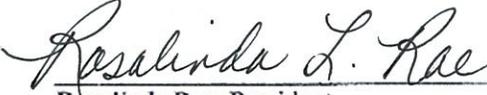

Rosalinda Rae, President Date

EXHIBIT "A"
WAGES

Section 1. Wage Scale

Group	Start	6 months	1 year	18 months	2 years	30 months	3 years
1	\$11.30	\$11.75	\$12.22	\$12.71	\$13.50		
2	\$13.40	\$13.94	\$14.49	\$15.07	\$15.68	\$16.30	\$17.00
3	\$15.60	\$16.22	\$16.87	\$17.55	\$18.25		

Journeyman Rate:

Effective May 1, 2013	Group 1 \$14.00	Group 2 \$17.50	Group 3 \$18.50
Effective May 1, 2014	Group 1 \$14.50	Group 2 \$18.00	Group 3 \$19.00

Section 2. Employees who are in the appropriate step on the wage scale according to their then current hourly wage shall receive the next step listed on the scale.

Section 3. Employees who have a then current hourly wage which is greater than that listed for the appropriate step on the scale shall receive a bonus payment equal to 3% of their current wage. Such bonus may be paid in either one lump sum payment, or in two equal payments at least three (3) months apart at the employee's discretion.

Section 4. Employees who are below the appropriate pay level but not enough below to allow for the 3% increase shall be brought up to the maximum in the appropriate step and then paid the remainder of the 3% as a bonus as described in Section 3 above.

Section 5. Inexperience Employees:

<u>First 30 Days</u>	<u>Second 30 Days</u>	<u>Third 30 Days</u>
\$9.00	\$9.50	\$10.00