

AGREEMENT  
BETWEEN

OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 459, AFL-CIO

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS,  
LOCAL 1106, AFL-CIO

MARCH 1, 2015 – MARCH 1, 2018

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## **AGREEMENT**

This Agreement is entered into this 1<sup>st</sup> day of March, 2015, between the Office & Professional Employees International Union, Local 459 AFL-CIO, a local union of the Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the "Union" and the International Brotherhood of Electrical Workers, Local 1106, AFL-CIO hereinafter referred to as the "Employer".

## **PREAMBLE**

WHEREAS, the parties hereto desire to cooperate in establishing condition which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operations of the office involved, NOW THEREFORE, be it mutually agreed to as follows:

## **ARTICLE 1 – RECOGNITION**

Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent for all office and clerical employees, exclusive of supervisory employees with authority to hire, transfer, suspend, layoff, recall, promote, discharge or discipline other employees, or effectively to recommend such action, if, in the connection with the foregoing, the exercise of such authority is not of merely routine nature but requires the use of independent judgment. The Employer further agrees to bargain in good faith with the Union on all matters of wages, hours of work and other working conditions.

## **ARTICLE II – NEW EMPLOYEES**

Section 1. The Employer agrees to notify the Union of all vacancies, and further agrees to interview and give consideration to applicants referred by the Union. The Union will be given five (5) workdays from the time of notification to refer applicants.

Section 2. No work which is normally or customarily performed by employees within job classifications covered by the collective bargaining agreement shall be subcontracted by the Employer to any outside source or agency if such subcontracting would result in part-timing or layoff of members of the bargaining unit.

## **ARTICLE III – UNION SECURITY**

Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of the following paragraph requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 348 would not apply or be controlling. The Union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 1. The Employer agrees that all employees covered under this agreement shall, as a condition of employment, become and remain members of the Union.

Section 2. The Employer further agrees that all new employees hired subsequent to the effective date of this agreement shall, as a condition of employment; sixty (60) calendar days from the date of employment become and remain members of the Union.

A. Employees who are members of an adhere to established and traditional tenets or teachings of a bona fide religion, body or sect historically opposed to the support of labor organizations shall be required to pay a service fee to the Union equal to dues and/or fees paid under this Article.

Section 3. The Employer may hire temporary employees for a period of sixty (60) calendar days during periods of peak workloads or to replace seniority employees on leave of absence or vacation. After sixty (60) calendar days of employment, such temporary employees shall either be

### **ARTICLE III – UNION SECURITY – Continued**

severed from the employment of the Employer or shall become permanent employees and as a condition of employment become and remain members of the Union.

- A. Such temporary employees shall be entitled to the seniority provisions of this Agreement. Should such temporary employees become permanent employees, their seniority shall revert to the original date of hire and they shall be entitled to the full contractual benefits of this Agreement.
- B. An employee rehired within three (3) months' time following previous temporary employment will receive seniority rights on a prorated basis, including any time they were previously on the payroll.

Section 4. Employees shall be allowed to use the Office and Professional Employees International Union, Local 459, AFL-CIO, union label on all work done by them with the exception of checks, receipts, and intra-office communications. Each label shall include the employee's initials.

### **ARTICLE IV – CHECK-OFF OF DUES**

Section 1. Upon signed authorization of the employee, the Employer agrees to deduct union dues, initiation fees and assessments as levied and officially designated by the Union from the wages of each employee on the first pay period of each month and shall pay the same to the Secretary-Treasurer of OPEIU Local 459, AFL-CIO within ten (10) days.

## ARTICLE V – WORK SCHEDULE

Section 1. Workweek. The workweek for a full-time employee shall consist of forty (40) hours and the workday required a full-time employee to work forty (40) hours per week and eight (8) hours per day.

The workweek for a part-time employee shall consist of between nineteen (19) and twenty-nine (29) hours per week. The workday for a part-time employee shall consist of four (4) to eight (8) hours per day.

The normal workday shall be Monday through Friday, inclusive. Employees shall be given up to one (1) hour unpaid for lunch at the employee's option.

Section 2. Overtime. All work performed on Saturday and/or in excess of eight (8) hours per day and/or forty (40) hours per week shall be paid for at the rate of time and one-half the regular rate of pay. All monies due for overtime shall be paid at the same time regular weekly salaries are paid and no more than one week's accrual of overtime monies shall be permitted at any time.

Section 3. Breaks. Each employee shall receive two relief periods of not less than fifteen (15) minutes in each day's work schedule. The first such relief period shall occur during the morning tour of duty prior to the lunch period and the second relief period shall occur in the afternoon tour of duty prior to the quitting hour.

Section 4. Sunday work. Double time shall be paid for all work performed on Sunday.

Section 5. Distribution of overtime. All overtime shall be distributed among all employees in a manner, which will give each employee an equal share of overtime wherever possible.

Section 6. Call back. When any employee in the bargaining unit is called for work after they have left the premises, they shall be paid a minimum of two (2) hours at the overtime rate or for

## **ARTICLE V – WORK SCHEDULE – Continued**

actual time worked, whichever is greater. The hours shall be computed from the time the employee leaves their home until they return directly to their home after completion of the work. No employee shall arbitrarily refuse to perform emergency duties.

Section 7. Elections. Reasonable time off with pay shall be granted on all election days for voting for those employees eligible to vote.

Section 8. Leave of absence pay. When figuring sick pay, vacation pay, jury duty, holiday pay, and/or snow day pay it will be figured by using the month previous straight time hours worked (not to exceed 40 hours per week), unless sick pay and jury duty would last more than four weeks at which time pay would be averaged over the last six months to figure pay after four weeks of absence. Pay would be figured on straight time hours worked (not to exceed 40 hours per week).

## **ARTICLE VI – HOLIDAYS**

Section 1. Martin Luther King Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Years Eve Day, New Years Day or days designated for observance of these holidays, shall be paid holidays at straight time if not worked. One floating holiday per calendar year shall be granted to each employee to be used at the employee's discretion subject to office workload, but only upon prior notification to the Employer.

- A. Each employee with one (1) or more years of service shall receive one (1) day off with pay during the week in which the employee's Birthday falls.
- B. Each employee with one (1) or more years of service shall receive one (1) day off



## **ARTICLE VI – HOLIDAYS – Continued**

with pay during the week in which the employee's Service Anniversary falls.

- C. In the event any of these designated holidays fall on Saturday, the Friday directly preceding said holiday shall be granted as time off with pay at straight time if not worked, and in the event any of these designated holidays fall on Sunday, the Monday directly following said holiday shall be granted as time off with pay at straight time if not worked.

Section 2. All work performed on any of the above enumerated holidays shall be paid for at two and one-half times the regular rate of pay. This rate shall be in addition to the normal holiday pay.

Section 3. All Employees shall be allowed to take the days off between Christmas and New Year's holidays, except in case of emergency. Such time off will be covered by paid leave time, personal leave days, lost time, or any combination of the aforementioned.

## **ARTICLE VII – VACATIONS**

Section 1. All Employees shall be granted one (1) week vacation with pay annually after one (1) year seniority, or two (2) weeks vacation with pay annually after two (2) years seniority, or three (3) weeks vacation with pay annually after five (5) years seniority, or four (4) weeks vacation with pay annually after thirteen (13) years seniority, or five (5) weeks vacation with pay annually after twenty (20) years seniority.

Section 2. Vacation schedules shall be arranged on the basis of seniority and shall be mutually agreed upon by the Employees and the Employer. Employees will not be required to split their vacations. It is the Employer's intent that employees take their vacations. Employees shall be allowed to use at least two (2) weeks of their annual vacation in daily increments, if desired.

## **ARTICLE VII – VACATIONS – Continued**

Section 3. Notice of layoff or discharge, except in the case of misappropriation of funds, shall not be given during the vacation period.

Section 4. In the case of an employee's death, payment of accrued vacation pay shall be made to the employee's designated beneficiary.

Section 5. Any employee who quits **with two weeks notice**, is laid off or is discharged shall be granted all accrued vacation pay due them.

Section 6. An employee who suffers an accident or illness prior to or while on vacation shall be granted sick leave with pay in accordance with the provisions of Article VIII upon notification to the employer. Written medical proof from an attending physician verifying said illness or disability and indicating a return to work date shall be provided to the Employer upon demand. When the employee recovers, mutually agreeable arrangements between the Employer and the Employee shall be made to complete the employee's vacation schedule.

Section 7. In the event of a death in the immediate family of an employee immediately prior to or while an employee is on vacation, funeral leave shall be granted in accordance with the provisions of Article VIII upon notification to the employer. Mutually agreeable arrangements shall be made between the Employer and the employee to complete the employee's vacation schedule.

## **ARTICLE VIII – LEAVE OF ABSENCE**

Section 1. Sick Leave. After one (1) year seniority, employees shall receive sick leave with pay at the employee's basic straight time hourly rate as follows: Four (4) weeks with full pay followed by nine (9) weeks at half pay after one (1) years seniority; nine (9) weeks at full pay followed by thirteen (13) weeks at half pay after four (4) years seniority; thirteen (13) weeks at full pay followed by twenty-six (26) weeks at half pay after seven (7) years seniority; thirteen (13) weeks at full pay followed by thirty-nine (39) weeks at half pay after ten (10) years seniority.

A. A waiting period for employees with less than four (4) years seniority shall commence on the first day of sickness or disability before the

**ARTICLE VIII – LEAVE OF ABSENCE - Continued**

above benefits are paid as follows: Three (3) day waiting period after one (1) year seniority, two (2) day waiting period after two (2) years seniority, or one (1) day waiting period after three (3) years seniority.

- B. An employee absent due to illness within fourteen (14) calendar days of their return to work from illness for which the waiting period has been consecutively served will not be required to undergo an additional waiting period.
- C. Successive periods of sick leave shall be counted as one (1) period as outlined above in computing the period during which the employee shall be entitled benefits, except that any sickness occurring after an employee has been continuously engaged in the performance of duty for thirteen (13) weeks shall be considered a new sickness and not as part of any disability which preceded such period of thirteen (13) weeks.

Section 2. Medical excuse. For sick leave of more than three (3) consecutive days, the Employer may request and receive from the employee involved a statement from a medical doctor certifying the medical disability. The Employer may request and receive certification for illnesses of three (3) days or less if there is reason to suspect abuse of sick leave provisions. In the case of prolonged illness, the Employer may request and receive from the employee involved a statement from a medical doctor certifying good health prior to returning to work.

Section 3. Unpaid leave. The Employer may grant a written unpaid personal leave of absence for personal illness, illness in an employee's immediate family, childcare or other urgent and compelling personal reasons.

Section 4. Other time with pay. Time off with pay for other reasons may be granted an employee by the employee's immediate supervisor.

Section 5. Union Leave. Leave of absence without pay but with accumulative seniority shall be granted in the event an employee is elected as a representative of the local union, to act as a delegate to an AFL-CIO Convention

**ARTICLE VIII – LEAVE OF ABSENCE – Continued**

or an OPEIU Convention or in such other capacity or activity directly involving OPEIU Local 459, AFL-CIO.

Section 6. Acts of God. Employees shall be granted leave of absence with pay in the event the office is closed due to weather conditions or to conditions which prevent the completion of normal daily work, i.e., power failure, heating or air conditioning failure, civil disturbance, etc.

Section 7. Bereavement leave. Reasonable time off with pay shall be granted an employee in the event of death of an employee's father, mother, stepfather, stepmother, spouse, children, brother, sister, stepbrother, stepsister, half-brother, half-sister, mother-in-law, father-in-law, grandparents, grandparents-in-law, legal guardians, or significant others. The employee shall provide the Employer with proof of death upon request.

Section 8. Jury Duty. Leave shall be granted for jury duty and the Employer shall pay the difference between the employee's regular pay and the pay for jury duty.

Section 9. Armed Forces leave. Any employee drafted or volunteering into the Armed Forces shall be granted a leave of absence and shall receive accrued vacation pay in accordance with the provisions outlined in the Agreement at the time of induction. They will accumulate seniority for one (1) tour of duty and shall be returned to work at the prevailing rate of pay providing they report to work within ninety (90) days after discharge.

Section 10. Replacements. Anyone hired as a replacement for an employee on leave of absence shall be given notification in writing to that effect and notice shall be furnished to the Union.

Section 11. Extension of leave. Any leave of absence may be extended by mutual agreement between the Employer and the Union.

Section 12. Return from leave. Any employee granted a leave of absence shall be returned to work at the same job and at the prevailing rate of pay.

**ARTICLE VIII – LEAVE OF ABSENCE – Continued**

Section 13. Personal leave. Employees will be granted three (3) days with pay per year for personal business upon prior notification to the Employer.

**ARTICLE IX – SENIORITY**

Section 1. Newly hired employees shall be considered on a trail basis for a period of sixty (60) days from the date of hiring.

Section 2. During the term of the sixty (60) day probationary period, such employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. Such employees may be terminated without any recourse whatsoever. After completion of the sixty (60) day probationary period, seniority shall be effective as of the original date of employment.

Section 3. Seniority shall mean length of service with the Employer. Seniority for a part-time employee shall be based upon hours paid (not to exceed forty (40) hours per week) and shall be converted using two thousand eighty (2080) hours as one year. Seniority shall be cumulative on an office-wide basis.

Section 4. An employee shall lose all seniority rights for any one or more of the following reasons:

- A. Voluntary resignation.
- B. Discharge for just cause.
- C. Layoff for a continuous period equal to the seniority acquired at the time of layoff to a maximum of two (2) years.
- D. Failure to return to work from layoff within ten (10) work days from recall as outlined in Article XI, Section 9.

Section 5. All employees covered by this agreement shall be placed on one seniority list and seniority shall be office wide. The Employer shall provide the Union with complete seniority list, including classifications and salaries, twice a year.

## **ARTICLE X – PROMOTIONS AND TRANSFERS**

Section 1. Promotion is hereby defined as a move from a lower classification to a higher classification.

Section 2. It is the intention of the Employer to fill job vacancies from within the bargaining unit before hiring new employees providing employees are available with the necessary minimum qualifications.

Section 3. Notice of all job vacancies or newly created jobs shall be posted on all bulletin boards. The notice will remain on the bulletin board for five (5) working days and will include job title, classification and a brief description of the job duties including minimum qualifications and necessary skills. Only those employees who make application during this five (5) day period will be considered for the job and will be permitted to file a grievance against the final decision.

Section 4. Any employee transferred, promoted or appointed from a classification within the bargaining unit to a supervisory or other excluded classification shall retain, but not accumulate, seniority.

Section 5. When there is an opening for promotion, a new job is created or temporary or permanent vacancies occur, selection shall be made on the basis of seniority and qualifications. In the event two or more are qualified, the employee with the greatest seniority shall be selected.

Section 6. All employees promoted or transferred to a higher position shall be placed on the higher rate job for a probationary period for thirty (30) days. They shall increase to the next highest wage step in the new classification upon successfully passing the probationary period. In the event the employee does not successfully pass the probationary period, such employee shall be given their former position without any loss of seniority or pay.

**ARTICLE X – PROMOTIONS AND TRANSFERS – Continued**

Section 7. Any employee who is promoted or transferred may request, in writing, permission to return to their former position without any loss of seniority or pay. Such permission shall be at the discretion of the Employer but shall not be arbitrarily withheld.

Section 8. The rates of pay and job descriptions for new job classifications shall be mutually agreed upon by the Union and the Employer.

**ARTICLE XI – LAYOFFS AND RECALL**

Section 1. Before a general layoff, the Employer shall notify the Union and negotiations shall be conducted to determine the feasibility of a reduction of hours of work.

Section 2. In the event of a decrease in volume of work to such an extent that a layoff of an employee is make necessary, the principle of seniority shall be applied wherever practicable and said application shall be on an office wide basis.

Section 3. An employee about to be laid off shall receive two (2) weeks notice or the equivalent in wages. Notice of layoff shall be given in writing to the employee and a copy shall be given to the Steward. Notice of layoff shall not be given while an employee is on vacation, sick leave, or paid leave of absence. Seniority shall accumulate during such layoff.

Section 4. Seniority employees shall not be required to accept temporary work to retain their seniority. Seniority employees shall not be required to change from full-time to part-time, or vice versa, to retain their seniority.

Section 5. All employees shall receive two (2) weeks notice in the event of a layoff and all accrued vacation pay.

**ARTICLE XI – LAYOFFS AND RECALL – Continued**

Section 6. All employees who were hired on or before March 15, 1985 and who leave the service of the Employer for any reason except discharge for cause shall receive severance pay based on service with the Employer according to the following schedule:

<u>Seniority</u>	<u>Severance Pay</u>
1-4 Years	2 Weeks
5-7 Years	4 Weeks
8 Years Plus	1 week severance pay for each year of service to a maximum of fifteen weeks.

Section 7. All employees who were hired after March 15, 1985 and who leave the service of the Employer, due to layoff, shall receive severance pay based on the service with the Employer according to the schedule in Section 6 of this Article.

Section 8. All employees who were hired after March 15, 1985 and who leave the service of the Employer due to retirement and whose age plus years of service equal seventy (70) or more shall receive severance pay based on service with the Employer according to the schedule in Section 6 of this Article.

- A. An Employee, who has received severance pay in accord with the above and has been re-employed and again laid off, shall receive severance pay computed on the basis of total years of seniority less the severance pay previously made. Severance pay shall be fully reinstated once the employee has completed twelve (12) months of continuous employment after being returned to active employment.



**ARTICLE XI – LAYOFF AND RECALL – Continued**

- B. Layoff allowance and severance pay will be figured on the previous six (6) months straight time hours worked (not to exceed forty (40) hours per week). Layoff allowance will be paid on a weekly basis. Severance pay will be paid on a weekly basis or in a lump sum as determined by the employee leaving the service of the Employer.

Section 9. The Employer agrees to pay full coverage to the pension fund and to pay the full premium for insurance coverage in accordance with the provisions outlined in this Agreement for the employees laid off for periods of ninety (90) days or less. In the event the layoff exceeds ninety (90) days, employees so affected will be given the right to continue this coverage through direct payment to the Employer.

Section 10. The Employer, upon rehiring, shall do so in the reverse order of seniority. He shall rehire the last employees who are laid off. Under no circumstances shall the Employer hire from the open market while employees who are laid off are ready, willing and able to be re-employed.

Section 11. Any notice of re-employment to an employee who has been laid off shall be made by registered mail, return receipt, to the 1<sup>st</sup> known address of such laid off employee.

Section 12. An employee recalled and reinstated shall be returned to their former position if possible and under all circumstances shall receive their former rate of pay in addition to any wage increases, which were applied to that position during the period they were laid off.

## ARTICLE XII – PENSION & 401(k) PLAN

Section 1. All full-time employees covered by this Agreement shall receive a yearly cash payment in lieu of pension benefits. The formula for figuring the cash payment shall be 173.33 hour per month x rate of hourly pay x 12%. It shall be paid each January 15<sup>th</sup> for the previous year. At the beginning of each calendar year, the employee will have the option to contribute the pension payment into the 401 (k) account every pay period or continue to receive it as a lump sum payment as described above.

Section 2. Employees who leave the service of the Employer for any reason other than discharge for cause shall receive a pension payment prorated for time worked.

Section 3. Full-time Senior employees who retire from the employer and who's age plus years of service equal seventy (70) years, shall have employee only health care and dental benefits provided by the employer. The employee shall have the option to purchase additional coverage at group rate. When the employee becomes fully eligible for Medicare coverage the employer will provide supplemental plan coverage to Medicare for the employee with the option for the employee to purchase additional supplemental coverage at group rate.

Section 4. The Employer agrees to maintain the IBEW Employer 401 (k) Plan in effect on March 1, 2005, with the Employer matching contribution of **.50** cents for every \$ 1 dollar contributed by the employee, up to a maximum of six percent (6%) of pay.

### ARTICLE XIII- INSURANCE

Section 1. Full-time employees covered by this Agreement. The employer agrees to pay the cost of the premium for single, two person, or full family (depending upon the status of the employee) for medical/dental and **vision** insurance. **The plan for medical/dental and vision shall be the NECA/IBEW Family Medical Care Plan 16.**

If a full-time employee has insurance through another source, they shall receive a Yearly cash payment of \$750.00. In an effort to save on health/dental and **vision** cost to the employer the employee has agreed to the two-person coverage as long as the spouse has health & dental insurance through their employer. Should the spouse lose insurance coverage during the term of this agreement they will be placed back on the employee's insurance plan and **the employee will pay the same premiums as in the Frontier Agreement bargained with the IBEW employer.**

Part-time employees are covered by this Agreement. The employer agrees to pay the cost of the premium for single medical/dental and **vision** insurance **through the NECA/IBEW Family Medical Care Plan 16** same as full time employees. **The employee will be responsible for any additional coverage added for spouse or family.**

If a part-time employee has insurance through another source, they shall receive a Yearly cash payment of \$350.00. The Employer may change the medical and dental carrier upon mutual agreement with the union to get the best price for the coverage required.

Section 2. The Employer agrees to pay the premiums on sick and accident and life insurance for all employees covered by this Agreement.

Section 3. The Employer agrees to establish and maintain workers compensation coverage for all employees covered by this Agreement. The Employer will pay the difference between the employee's regular pay and the workers compensation benefit for the first thirteen (13) weeks and will pay the

### **ARTICLE XIII – INSURANCE - Continued**

difference between one-half (1/2) the employee's regular pay and the workers compensation benefit for the succeeding thirty-nine (39) weeks.

### **ARTICLE XIV – GENERAL**

Section 1. Bulletin boards will be made available to the employees by the employer for the purpose of posting union notices relating to meetings, dues, entertainment, health and safety and general union activities.

Section 2. The employer agrees there will be no discrimination under any circumstances in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, sex, age, sexual orientation, union activity, marital status, or political beliefs.

Section 3. The Employer shall maintain a high degree of sanitation, heating, lighting, and general working conditions.

Section 4. Any written statement or verbal agreement made between an employee and the Employer, which may conflict with this agreement, shall be null and void.

Section 5. It is understood that no clause in this Agreement shall result in a lowering of the working conditions heretofore maintained.

Section 6. An employee leaving the service of the Employer shall request they be furnished with a written statement of character of service.

Section 7. Supervising officers of representatives of the Employer shall not engage in any work normally done by office employees, which deprives office employees of work or earnings.

Section 8. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

#### **ARTICLE XIV – GENERAL – Continued**

Section 9. In the event the employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any firm or individual with which it seeks to make such an agreement as aforementioned.

Section 10. No provision, term or obligation of the Agreement shall be affected, modified, altered or changed in any respect by any change in the legal status, management or location of the Employer.

#### **ARTICLE XI – 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 before such changes are made.

Section 2. Any jobs created by virtue of the installation of such equipment will be offered to the present employees before hiring from the outside market, provided that employees are qualified or able to become qualified as provided in Section 3 of the article.

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 employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

## **ARTICLE XVI – GRIEVANCE MACHINERY AND ARBITRATION**

Section 1. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this Agreement.

Section 2. The Steward or alternate Steward shall represent employee in the handling of all grievances.

Section 3. The Business Manger or their representative shall meet with the Union for purposes of settling grievances.

Section 4. The Steward and/or Alternate Steward shall be allowed reasonable time to receive, investigate and process grievances during working hours.

Section 5. In the event of such a grievance, the steps hereinafter set forth shall be followed:

Step 1. An employee having a grievance may take it up orally with the immediate supervisor and/or designated official of the Employer, with the Steward and/or Alternate Steward present at the option of the employee. In the event the grievance is not satisfactorily settled within two (2) working days, the employee and the Steward and/or Alternate Steward shall reduce the grievance to writing and forward it to the next step in the procedure.

Step 2. The Steward and/or Alternate Steward shall present the written grievance to the designated official of the employer, who shall meet with the Steward and/or Alternate Steward within four (4) working days and who shall render a written decision within five (5) working days from such meeting. In the event the grievance is not satisfactorily settled, both parties shall complete and sign the grievance record form and forward the matter to the next step in the procedure.

**ARTICLE XVI – GRIEVANCE MACHINERY AND ARBITRATION –**

**Continued**

Step 3. The Steward and/or Alternate Steward and a Representative of OPEIU Local 459, AFL-CIO shall meet with the designated official of the Employer within five (5) working days for the purpose of discussing and settling the grievance. In the event of failure to reach a satisfactory settlement, both parties will complete and sign the grievance record form and if the dispute is related to the interpretation or application of cited terms of this Agreement, the grievance may be taken to arbitration upon written notice to the employer within thirty (30) working days of the aforementioned meeting.

Step 4. The grievance shall be submitted to the American Arbitration Association or Federal Mediation and Consolation Services. Both parties agree to be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association or Federal Mediation and Consolation Service, and the decision of the arbitrator shall be final and binding upon both parties. The cost of the arbitration shall be borne equally by the Employer and the Union. The arbitrator shall in no way change, amend or modify any provision of this Agreement. Expenses incurred in the payment of the arbitrator shall be borne equally by both parties.

Section 6. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

Section 7. The aggrieved may be present at any and all stages of the grievance procedure.

Section 8. The Employer agrees not to discharge employees except for just and sufficient cause. The employer shall advise the Union of any such discharge and his reasons therefore in writing.

**ARTICLES XVII - WAGES AND CLASSIFICATIONS**

Section 1. The following classifications and hourly rates of pay shall be in effect:

<u>Year</u>	<u>Hire Rate</u>	<u>60 days</u>	<u>6mo</u>	<u>12mo</u>	<u>18mo</u>	<u>24mo</u>	<u>30mo</u>	<u>36mo</u>
March 1, 2014	\$17.91	\$19.10	\$19.65	\$20.22	\$21.40	\$21.98	\$23.70	\$24.88
<b>March 1, 2015</b>	<b>\$18.31</b>	<b>\$19.50</b>	<b>\$20.05</b>	<b>\$20.62</b>	<b>\$21.80</b>	<b>\$22.38</b>	<b>\$24.10</b>	<b>\$25.28</b>
<b>March 1, 2016</b>	<b>\$18.71</b>	<b>\$19.90</b>	<b>\$20.45</b>	<b>\$21.02</b>	<b>\$22.20</b>	<b>\$22.78</b>	<b>\$24.50</b>	<b>\$25.68</b>
<b>March 1, 2017</b>	<b>\$19.11</b>	<b>\$20.30</b>	<b>\$20.85</b>	<b>\$21.42</b>	<b>\$22.60</b>	<b>\$23.18</b>	<b>\$24.90</b>	<b>\$26.08</b>

Section 2. Differential Pay – Definition

Differential pay is an amount paid to a designated employee, in addition to his basic straight-time rate, when assigned by Management to certain positions or to perform certain duties or responsibilities, as outlined in this Section.

1. Management may appoint a Working Leader to direct and instruct other employee in addition to the performance of their normal work, or to act as a classroom instructor for a specific group.

2. A differential of fifty (\$.50) cents per hour shall be paid an employee appointed as outlined in Item (1) of this Section on days on which employee serves in this capacity.

3. On the designation of a Working Leader, consideration will be given to the senior employee provided qualifications of skill, training, and experience are equal.

Section 4. All employees covered by this Agreement who work at Conventions or Conferences called by IBEW Local 1106, AFL-CIO will be paid the prevailing rate of pay of each day applicable. Hotel bills, meals and transportation shall be paid by the employer.

Section 5. All employees covered by this Agreement shall be paid mileage at the IRS rate when on Employer-related business.



**ARTICLE XVII – WAGES AND CLASSIFICATIONS – Continued**

Section 6. All employees covered by this Agreement will be provided free parking in the lot adjacent to the building. If circumstances beyond the control of the employer should prevent the availability of parking in the aforementioned lot, all parking fees incurred by the employee shall be paid by the employer.

**ARTICLE XVIII – DURATION AND AMENDMENT**

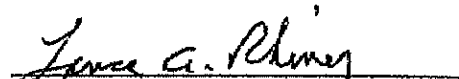
This Agreement shall remain in full force and effect for Three (3) years until March 1, 2018 and shall continue thereafter in full force and effect from year to year. If either party desires to reopen this Agreement for negotiations, a written notice to the other party shall be given sixty (60) days prior to their desire to negotiate.

FOR INTERNATIONAL BROTHERHOOD  
OF ELECTRICAL WORKERS, LOCAL  
1106, AFL-CIO

  
MICHAEL J. BROUSSEAU, BUSINESS  
MANAGER/FINANCIAL SECRETARY

FOR OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 459, AFL-CIO

  
PATTY PERRY, MEMBER

  
LANCE A. RHINES  
SERVICE REP.

DATE: 2-27-15

DATE: 2-27-15