



**AGREEMENT**

between

**Office & Professional Employees  
International Union**

**Local 537**

**AFL-CIO**

and

**IBEW Local Union 357**

April 1, 2019  
to  
March 31, 2023



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## AGREEMENT

This Agreement made and entered into at Las Vegas, Nevada, on April 11, 2019, by and between the International Brotherhood of Electrical Workers Local Union 357, hereinafter referred to as the Employer, and Office and Professional Employees International Union, Local 537, AFL-CIO, hereinafter referred to as the Union.

### ARTICLE 1 - RECOGNITION

**Section 1.1.** The Employer shall recognize the Union, for the purpose of collective bargaining with respect to hours, wages and other terms and conditions of employment, as the sole and exclusive bargaining agent for all employees performing work within the job classifications covered by this Agreement.

**Section 1.2.** The Union agrees to use every reasonable effort and means at its disposal to assist and promote the business and welfare of the Employer, and to promote and encourage harmonious relations between the Union and the Employer.

### ARTICLE 2 - UNION SHOP

**Section 2.1.** (1) It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement, shall remain in good standing. Those who are not members on the effective date of this Agreement shall immediately after the 31<sup>st</sup> day following the effective date of this Agreement, become and remain members in good standing in the Union.

(2) Upon written notice from the Union that an employee is not in good standing, the Employer agrees to terminate employment of said employee forthwith unless such action conflicts with state or federal laws.

**Section 2.2.** (1) The Union shall maintain an open and non-discriminatory list of employees available and shall not discriminate in matters of referrals because of age, sex, race, color, creed, ancestry, and/or national origin.

(2) When a position is to be filled, the Employer shall provide members of the Union with an equal opportunity to fill the position. The Employer retains the exclusive right to determine the competence and qualifications of the applicants and shall be free to select the applicant the Employer chooses so long as there is no discrimination. At the time a new employee starts to work, the Employer shall immediately notify the Union, giving the name of the new employee, starting date and classification.

**Section 2.3.** (1) The Business Manager of Local Union 357 shall employ or discharge such clerical help as is necessary. Salaries paid such employees shall be subject to such rules that may be formulated or approved by the Executive Board. Such employees shall not be related to any employee of Local 357 and shall work directly under the supervision of and shall be subject to the authority of the Business Manager.

(2) No employee shall be required or permitted to participate in the internal politics or political action of IBEW Local Union 357, nor shall any employee be required or permitted to campaign for or against any candidates for IBEW Local Union 357

office. Any employee who engages in conduct prohibited by this Section shall be discharged.

### **ARTICLE 3 - SUBCONTRACTING**

All work shall be performed on an hourly basis subject to terms of this Agreement. No OPEIU work, as described in the attached job descriptions, shall be subcontracted to any nonunion establishment.

### **ARTICLE 4 - PROBATIONARY, TEMPORARY, AND REGULAR PART-TIME EMPLOYEES**

**Section 4.1.** All employees may be regarded as probationary employees for the first six (6) months 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 or actions arising from membership in the Union.

**Section 4.2.** At the close of the probationary period, the employee shall be considered a permanent employee, except as otherwise provided in this Agreement. Pension contributions shall be payable on probationary employees after ninety (90) days of employment.

**Section 4.3.** A temporary employee must be informed at the start of employment and may not work past six (6) months of employment except as replacement for periods of sick leave, vacations, or leave of absence.

**Section 4.4.** Regular part-time employees shall be covered by all the conditions as set forth in this Agreement for permanent employees except that weekly wage guarantee and vacation shall be figured on a prorated basis consistent with the time regularly employed each week.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

The management of the Employer's office and the direction of its workforce shall be the Employer's exclusive rights. These rights include the planning, directing and controlling of operations, the establishment of office hours, the scheduling of employees, the determination of the number of employees required to staff the office, the assignment of duties and responsibilities to employees, the right to establish and enforce reasonable work rules, the right to determine the qualifications of a prospective, as well as current, employee, the right to select, assign, transfer, promote, demote, suspend, lay off, and/or discharge an employee for proper cause. In other words, all management and operational decisions required to maintain the efficient servicing of the member-participants of the Electrical Workers Union, are exclusively reserved by the Employer, unless specifically excluded by the terms of this Agreement.

### **ARTICLE 6 - UNION RIGHTS**

**Section 6.1.** The representatives of the Union shall have the right to contact the employees at work with respect to this Agreement.

**Section 6.2.** The Employer shall recognize the Union steward and shall permit the steward to perform during working hours such Union duties as cannot be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible, and the Employer agrees to allow a reasonable amount of time for such duties.

## **ARTICLE 7 - SAFETY AND HEALTH**

**Section 7.1.** The Employer agrees to make all reasonable provisions for the safety and health of employees during the hours of employment.

**Section 7.2.** The Employer agrees to abide by all laws of the State of Nevada pertaining to health and sanitation.

## **ARTICLE 8 - HOURS OF EMPLOYMENT**

**Section 8.1.** The regular work week shall be five (5) eight (8) consecutive hours' days for a total of forty (40) hours, Monday through Friday inclusive, excluding a lunch period of not more than one (1) hour.

**Section 8.2.** The regular work day shall be eight (8) hours within nine (9) consecutive hours and shall be between the hours of 6:00 a.m. and 6:00 p.m. with the lunch hour between 11:00 a.m. until 1:00 p.m.

**Section 8.3.** The Employer agrees that two (2) fifteen (15) minute rest periods, one (1) in the morning and one (1) in the afternoon, shall be allowed each employee. Rest periods shall be considered as time worked for the purpose of determining the work day.

**Section 8.4.** Any work performed in excess of the regular workday or the regular workweek shall be considered as overtime and shall be paid at the one and one-half (1½) time rate except as provided in the sub-sections of this Section. \*Unless cash drawer does not balance, then they will stay with no pay.

(1) Work performed on Sundays, shall be paid for at two (2) times the regular hourly rate.

(2) Any time worked on Holidays, hereinafter defined, shall be paid for at two (2) times the regular hourly rate.

(3) Make-up time may be used before or after the regular work day at their straight time rate.

(4) Saturday may be used as a make-up day at the straight time hourly rate, if the Employer and the employee mutually agree.

**Section 8.5.** Any employee required by the Employer to work thirty (30) hours or less in one (1) week, shall be considered a part-time employee. Temporary and regular part-time employees working less than a full day, shall be employed for not less than four (4) consecutive hours.

**Section 8.6.** When an employee works two (2) hours' overtime, after their regular shift, employee shall be allowed a dinner period not to exceed one-half (½) hour.

## ARTICLE 9 – WAGES

**Section 9.1.** It is expressly agreed that the wage scales herein provided for are minimum scales. It shall not be construed that an employee may not obtain a salary above minimum, be granted an increase in pay before period specified, or be advanced or promoted in the service of the Employer.

<b>Effective April 1, 2018</b>			
<b>SALARY GRADE</b>	<b>First 6 Months</b>	<b>After 6 Months</b>	<b>After 1 Year</b>
Trainee	\$15.00	\$15.50	\$16.00
1. Secretary 1 General Office Support/Receptionist	\$15.00	\$16.00	\$16.50
2. Secretary 2 Dispatcher * Dues Processor	\$17.50	\$18.50	\$19.00
3. Administrative Assistant Assistant Bookkeeper Skilled Trade Union Office Employee	\$20.00	\$21.00	\$21.50
4. Office Manager Bookkeeper	\$23.00	\$24.00	\$24.50

The skilled trade union office employee, administrative assistant, and bookkeeper should be able to perform work in all above listed classifications.

\*Only when an IBEW member is not dispatching.

**Section 9.2.** Effective April 1, 2019, a five percent (5%) wage increase for all current per hour wage increase for all current employees.

Effective April 1, 2020, a four percent (4%) wage increase for all current per hour wage increase for all current employees.

Effective April 1, 2021, a three percent (3%) wage increase for all current per hour wage increase for all current employees.

Effective April 1, 2022, a three percent (3%) wage increase for all current per hour wage increase for all current employees.

**Section 9.3.** Any person presently making above the wage scale shall get an increase comparable to that given their classification on the Exhibit under the heading: After 1 Year.

**Section 9.4. TRAINEES** The rates and conditions for a trainee shall be as follows:

(1) All trainees shall be advised at the inception of employment of their status, and the Local Union shall be advised in writing that a trainee has been hired.

(2) Health and Welfare contributions will be payable.

(3) After twelve (12) months, the trainee shall be classified in a job category 1-3 and placed at the beginning of said classification. Pension contributions will be required upon re-classification.

(4) No trainee may be placed in a classification higher than the classification of an incumbent employee, unless such incumbent employee has been first offered and refused classification.

(5) No trainee may be retained while a regular employee is on lay-off.

(6) No trainee shall be employed in an office that does not have at least one (1) regular full-time employee.

(7) A trainee may be assigned any office function.

### **ARTICLE 10 - HOLIDAYS**

**Section 10.1.** (1) Holidays under this collective bargaining Agreement shall be the holidays as provided under the Article 4, Section 4.11 of the inside Wireman's Agreement between the IBEW Local Union 357 and NECA.

New Year's Day	Labor Day
*Martin Luther King Holiday*	Veterans' Day
Washington's Birthday (Presidents' Day)	Thanksgiving Day
Memorial Day	Friday After Thanksgiving Day
Independence Day	Christmas Day

\*Denotes that upon each of the member Local Unions belonging to the Southern Nevada Building Trades Council having initiated observance of this proposed will be a holiday. The holiday recognized as part of the holidays observed by the parties to this Agreement.

If any of the above holidays should fall on Saturday, the preceding workday will be observed as the legal holiday. If any of the above holidays shall fall on Sunday, the following workday will be considered the legal holiday. All holidays except Martin Luther King Holiday\* will be paid at the straight time rate. All work performed on the above holidays shall be paid at two (2) times the straight time rate of pay.

(2) An employee shall be allowed to observe Martin Luther King Day as a day off without pay or penalty provided the notice is given by the employee to the Employer not less than forty-eight (48) hours prior to the day of observance and the Employer mutually agrees.

**ARTICLE 11 - VACATIONS**

**Section 11.1.** All employees on a full-time basis shall receive paid vacation as follows:

YEARS OF SERVICE	ANNUAL VACATION
After first (1 <sup>st</sup> ) year	Two (2) weeks
After ten (10) years	Three (3) weeks

**Section 11.2.** The eligibility of said vacation shall be the hiring date of said employees. Vacation shall be taken at a time as designated by the Business Manager or by mutual Agreement between the Business Manager and the employee. Vacations are not accumulative and must be taken within the 12 months following the eligibility date. All unused vacations or portions thereof shall be redeemable in cash at the end of the year.

**ARTICLE 12 - PAID TIME OFF**

**Section 12.1.** Paid Time Off (PTO) will include all sick time, bereavement leave, and jury duty. Effective April 1, 2015, all regular employees will accrue PTO at the rate of eight (8) hours for every two (2) months of employment. Employees who are on a non-paid status will accrue PTO hours at a prorated amount consistent with their paid hours during the month. The maximum accrual of PTO will be forty-eight (48) hours per contract year.

**Section 12.2.** PTO will be paid at each employee's regular straight-time hourly wages and shall not apply towards the calculation of hours for overtime purposes.

**Section 12.3.** PTO will not carry over from contract year to contract year or be considered as wages owed upon termination of employment. If there has been no un-paid time off in the contract year, the employees' PTO will carry over to the next contract year. PTO not taken will not be cashed out.

**Section 12.4.** PTO used for non-emergency purposes must be scheduled with the Employer in advance of being taken.

**ARTICLE 13 - UNPAID LEAVES OF ABSENCE**

FMLA will be followed (Family Medical Leave Act).

**ARTICLE 14 - DISCHARGE**

**Section 14.1.** The decision to discharge, or otherwise discontinue the services of any employee for proper cause, shall be the sole discretion of the Employer. The Employer shall not discriminate against any employee on account of age, color, creed, national origin, race, sex, or union activities.

**Section 14.2.** The Employer may immediately discharge for proper cause, without a prior warning notice, any employee for serious violations, such as, but not limited to, dishonesty, substance abuse, insubordination, physical violence or harassment, destruction of property, and work stoppages.

**Section 14.3.** The Employer shall advise the employee, in writing, of the discharge and the reasons thereof.

**Section 14.4.** Any employee who has been disciplined or discharged and is subsequently exonerated shall be reinstated without prejudice and compensated for any loss in wages, unless the Union and the Employer or the arbitrator determine otherwise.

**Section 14.5.** For other than proper cause, a progressive disciplinary system shall be established. Copies of all written warnings shall be mailed to the Union.

First Warning	Verbal
Second Warning	Written
Third Warning	Written and Termination

**Section 14.6.** Repetitive discipline shall be defined as more than two (2) times within a twelve (12) month period. It may include more than one (1) type of violation of the Employer's policy, work rules, procedures, directives, or clerical mistakes in which the employee has been trained to perform.

After the second (2<sup>nd</sup>) warning notice has been issued in writing by the Employer to the employee for any combination of violations and/or mistakes, the employee may be suspended without pay or compensation from one (1) to five (5) regular working days depending on the severity and repetitive nature of the offenses at the Employer's discretion.

Vacation pay and/or PTO will not be allowed to be paid during this disciplinary period. The Employer retains the right to terminate the employee for the third (3<sup>rd</sup>) warning notice in lieu of suspension. This procedure will be effective retroactively to January 1, 2008.

### **ARTICLE 15 - NO STRIKE**

**Section 15.1.** The Union agrees not to do anything, either directly or indirectly, that would be detrimental to the best interests of the Employer, so long as the Employer continues to abide by the terms of the Agreement.

**Section 15.2.** The Employer and the Union agree that there will be no strikes, slowdowns, walkouts, or any other disruptions of work during the term of the Agreement. The Union shall take all necessary steps to cause any employee who engages in such conduct, in violation of this provision, to cease such activity. Any employee who continues to engage in activity, will be subject to discipline, up to and including termination.

### **ARTICLE 16 - GRIEVANCES AND SETTLEMENT OF DISPUTES**

Any disputes, misunderstandings, differences, or grievances arising between the parties signatory to the Agreement as to the meaning, interpretation, and applications of the provisions of the Agreement shall be processed in the following manner:

(1) The grievance must be presented, in writing, to the Employer within five (5) working days after the employee knows, or reasonably should have known of the grievance, unless illness of the aggrieved employee prevents such filing.

(2) The grievance of complaint, as a prerequisite to being considered, shall be submitted, in writing, simultaneously to the Union steward, the Union, and a copy to the Employer. The Union steward shall arrange a meeting with the Employer within two (2) working days and attempt to settle the grievance. Upon request of the Union and/or the Employer, the employee shall be present. Such two (2) day period may be extended by mutual agreement. The Employer shall render a written decision as to each grievance within five (5) working days, after meeting with the Union representative. Such five (5) day period may be extended by mutual agreement.

(3) If no agreement can be reached within fifteen (15) working days from the date of the Employer's decision, the matter may be submitted, at the written request of either party, within ten (10) calendar days thereafter, to Federal Mediation for mediation of the dispute.

(4) If no agreement can be reached through mediation, either party may, within ten (10) calendar days thereafter, make a demand for arbitration. Matters not referred to arbitration within ten (10) calendar days from the time stipulated in this Agreement for mediation, the decision shall be considered settled as if the grieving party had withdrawn the grievance. The parties shall select an impartial arbitrator by agreement, or by alternately striking names from a list of five (5) names supplied by the Federal Mediation and Conciliation Service, according to their rules. Striking shall be determined with a coin toss, as to which party strikes first.

(5) The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of the Agreement, but shall determine only whether or not there has been a violation of the Agreement in the respect alleged in the written grievance and, if so, what the remedy shall be. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the respective parties in the presence of each other. The decision of the arbitrator, within the limits herein prescribed, shall be final and binding on all parties to the dispute. The compensation of the arbitrator, and his expenses incident to arbitration, shall be shared equally by the Employer and the Union. Each party shall pay its own expenses incurred in presenting and preparing its case.

(6) Personal differences between employees covered by the Agreement shall not be subject to the procedures set forth above.

(7) Matters that are mutually agreed to by either the Employer and the employee and/or the Employer and the Union, are not subject to the Grievance Procedure. These matters should be reduced to writing, with copies reviewed by the parties.

#### **ARTICLE 17 - VALIDITY OF AGREEMENT**

Should any portion of the Agreement or any provision therein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such portion of the Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

## **ARTICLE 18 - UNION LABEL/UNION OFFICE CARD**

**Section 18.1.** The privilege of using the Union label shall be extended to all employees, as long as the Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

**Section 18.2.** The Employer agrees to permit the display of a Union office card, signifying that the office is staffed by members of the Office and Professional Employees International Union, Local 537, AFL-CIO, CLC, and under agreement with the Union. This card is to be the property of the Union.

## **ARTICLE 19 - TECHNOLOGICAL CHANGES**

In the event the Employer installs new technology or equipment, the Employer agrees to offer training, at the Employer's convenience, to interested, affected employees.

## **ARTICLE 20 - RULES AND REGULATIONS**

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to promote orderly office operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of the Agreement. The Employer shall furnish the Union with a written or printed copy of all such rules and regulations, and all changes therein. Changes in existing rules and regulations, as well as rules and regulations promulgated by the Employer, shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union.

## **ARTICLE 21 - HEALTH AND WELFARE AND PENSION**

**Section 21.1.** This Pension Fund and Trust Document shall comply with and conform to all applicable laws.

### **Health and Welfare**

**Section 21.2.** Effective December 1, 2011, the Employer shall contribute seven dollars and forty-five cents (\$7.45) per hour on all hours worked by or paid to such employees, to be forwarded monthly to a depository designated by the Trustees of the Health and Welfare Fund. Any increases in the hourly contribution rate shall be borne equally by the Employer and the employee (50/50).

### **Pension Plans (Effective April 1, 2002)**

#### **Pension Plan A**

Effective June 1, 2016, contributions in the amount of five dollars and twenty-six cents (\$5.26) per hour shall be paid into Pension Plan A.

#### **Pension Plan B**

The Employer shall contribute three dollars twenty cents (\$3.20).

Effective April 1, 2005, contributions in the amount of two dollars and thirty cents (\$2.30) per hour shall be payable into the pension Plan B.

Effective January 1, 2006, contributions in the amount of one dollar and ninety-five cents (\$1.95) per hour shall be payable into Pension Plan B.

Effective April 1, 2018, contributions in the amount of two dollars and twenty cents (\$2.20) per hour shall be payable into Pension Plan B.

Pension will not be paid for part-time employees or trainees. Pension contributions shall be payable on probationary employees after ninety (90) days of employment.

It is agreed that in accord with the Employees Benefit Agreement of the National Electrical Benefit Fund (NEBF) as entered into between the National Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1994 as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the individual Employer (IBEW Local Union 357) will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF or its assignee.

The payment and payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

IBEW Local Union 357 hereby accepts and agrees to be bound by the Restated Employees Benefit Agreement of Trust.

**Section 21.4.** The Union shall have the option of apportioning any part of its wage to any legally established fringe fund upon thirty (30) days written notice to IBEW Local Union 357.

**Section 21.5.** Effective April 1, 2018, the Employer shall contribute six cents (6¢) per hour paid for each employee, to the Drug and Alcohol Policy and Procedure (DAPP) to be designated and utilized for the implementation and funding of the DAPP.

## **ARTICLE 22 – VOTE**

**Section 22.1.** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU "Voice of The Electorate (VOTE)" fund. Such voluntary contributions shall be forwarded to OPEIU Local 537 monthly by check payable to Voice of The Electorate or VOTE, along with a listing of persons who donated such monies.

**Section 22.2.** A copy of the checkoff authorization to be used for this purpose is attached hereto as Exhibit "A".

## **ARTICLE 23 – EDUCATIONAL ASSISTANCE PROGRAM**

**Section 23.1.** The Employer has established an education assistance program to help eligible employees develop their skills and upgrade their performance. Full-time regular employees who have completed a minimum of one (1) year of service with the Employer are eligible to participate in the program. Under this program, educational assistance is provided for courses offered by approved institutions of learning, such as accredited colleges,

universities, and approved trade schools.

**Section 23.2. Education Eligibility**

Each course must relate to maintaining and/or improving an employee's current job skills. To be eligible for reimbursement, the employee must complete the Educational Assistance Agreement Form, attached hereto as Exhibit "B", with the signature from the Business Manager prior to the scheduled commencement of your course(s), be actively employed full-time by the IBEW at the time of course completion, and receive a qualifying grade. Courses must not require any absences from work.

**Section 23.3. Reimbursements**

IBEW will reimburse employees upon submission of grades and the related payment receipts for the completed courses. Reimbursement covers the actual cost of tuition, registration fees, textbooks, and lab fees, and is limited to a maximum of six (6) credit hours per semester, based on the following schedule:

**Undergraduate or Graduate Courses**

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade "A" or better	3.5 and above	100%
A Grade "B" or better, or "Pass" if institution does not issue a letter grade	3.0 and above	75%
A Grade "C" or better	2.0 and above	50%

Employees eligible for reimbursement from any other source (e.g. a government-sponsored program or a scholarship) may seek assistance under IBEW's educational assistance program but are reimbursed only for the difference of the amount received from the other funding source.

**Section 23.4. Reimbursement Procedures**

After successful completion of the course(s) and having received a Grade according to the chart above, a check request for the reimbursement amount should be submitted to the Office Manager within sixty (60) days for further processing and approval. On the check request, indicate the exact title of each course of which reimbursement is being requested. The check request must be accompanied by the following supporting documents:

- (1) Copies of the school transcripts or reports of official grades. In cases when these are not available, a letter from the instructor should be submitted.
- (2) A photocopy of the Tuition Reimbursement Application Form showing all approved signatures.

(3) Your cancelled check and/or credit card slip plus a PAID receipt from the institution verifying the exact amount per course.

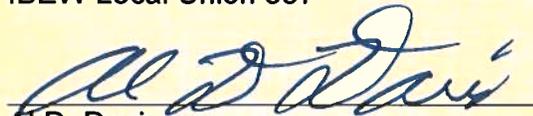
(4) If the employee leaves IBEW voluntarily, or is discharged, the employee will not be eligible for any reimbursement for professional development or education assistance if he/she has not completed the approved program or course(s).

**ARTICLE 24- DURATION**

This Agreement shall be in full force and effect from April 1, 2019 through March 31, 2023 and shall be renewed from year to year thereafter if neither party to the Agreement gives sixty (60) days written notice of its intent to modify, amend, or terminate the Agreement. If such notice is given but no successor agreement is reached by March 31, 2023, the parties agree that all terms and conditions of the Agreement shall remain in full force and effect until negotiations are concluded.

**FOR THE EMPLOYER:**

IBEW Local Union 357

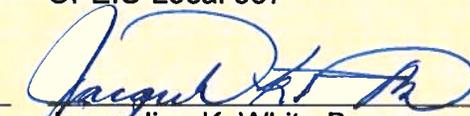
  
Al D. Davis  
Business Manager/Financial Secretary

4/22/2019  
Date

JKW:mm  
OPEIU #537/AFL-CIO, CLC

**FOR THE UNION:**

OPEIU Local 537

  
Jacqueline K. White-Brown  
Business Manager

April 19, 2019  
Date

**SEPARABILITY CLAUSE**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws:

**FOR THE EMPLOYER:**

IBEW Local Union 357



Al D. Davis  
Business Manager/Financial Secretary



Date

JKW:mm  
OPEIU #537/AFL-CIO, CLC

**FOR THE UNION:**

OPEIU Local 537



Jacqueline K. White-Brown  
Business Manager



Date



**EXHIBIT "B" – EDUCATIONAL ASSISTANCE AGREEMENT FORM**

Employee \_\_\_\_\_

Educational Institution \_\_\_\_\_

Course \_\_\_\_\_

Semester/Term \_\_\_\_\_

Tuition for this Course \_\_\_\_\_

Registration/Course Fees \_\_\_\_\_

Lab Fees \_\_\_\_\_

Textbook Cost \_\_\_\_\_

Reimbursement Schedule (as outlined in the Educational Assistance Program Policy).  
Please note that there is a six (6) credit maximum reimbursable limit per semester/term.

Letter Grade Received	Numeric Grade Received	Amount of Reimbursement
A Grade "A" or better	3.5 and above	100%
A Grade "B" or better, or "Pass" if institution does not issue a letter grade	3.0 and above	75%
A Grade "C" or better	2.0 and above	50%

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Date

\*\*\*\*\*

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the IBEW Local 357 (hereinafter referred to as "IBEW") and \_\_\_\_\_ (hereinafter referred to as "Employee").

IBEW hereby agrees to pay for the Employee's continued education pursuant to IBEW's Educational Assistance Program.

Upon the payment by IBEW for the Employee's continued education pursuant to IBEW's Educational Assistance Program, whether such payment be made to the education provider or as reimbursement paid to the Employee, the Employee agrees to pay IBEW for all educational costs and expenses incurred by IBEW in the event the Employee voluntarily terminates his or her employment with IBEW within six (6) months after IBEW has either paid the education provider or reimbursed the Employee for his or her costs incurred pursuant to the Educational Assistance Program. Employee hereby agrees that any payment that he or she is required to make pursuant to this Agreement to IBEW shall be due and payable to IBEW immediately upon the voluntary termination of the Employee's employment with IBEW.

Both parties have read this Agreement, understand all of the terms contained herein, and hereby agree to all said terms.

\_\_\_\_\_  
IBEW Local 357 Date

\_\_\_\_\_  
Employee Date

\*\*\*\*\*

To be completed AFTER course is completed and received:

Actual Course Grade \_\_\_\_\_

Amount of Reimbursement based on above schedule \_\_\_\_\_

(Attach copy of grade report and receipts)

**SUBMIT TO OFFICE MANAGER FOR REIMBURSEMENT**



