

AGREEMENT

Between

LOCAL UNION NO. 459

of the

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

and

BEAVER COUNTY ELECTRICAL WELFARE CORPORATION

DECEMBER 29, 2019 through DECEMBER 31, 2022

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of November 2019, at Beaver, Pennsylvania by and between:

BEAVER COUNTY ELECTRICAL WELFARE CORPORATION

hereinafter referred to as the Employer and

LOCAL UNION No. 459
of the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
Johnstown, Pennsylvania

hereinafter referred to as the Union.

The Employer and the Union in consideration of the mutual promises and agreements contained herein, hereby contract and agree that the following working agreement between the said parties shall be and is hereby adopted.

ARTICLE I

Section 1: No contract or agreement shall be entered into between the Employer and any employee or group of employees that will in any way conflict with or supersede the terms of this Agreement.

ARTICLE II – WORK WEEK

Section 1: The work week for full-time employees shall consist of forty (40) hours, Monday through Friday, inclusive. Eight (8) hours shall constitute one (1) full day's work. The work week for part-time employees shall consist of eighteen (18) hours, Monday through Friday, inclusive.

Section 2: All work performed in excess of eight (8) hours per day shall be compensated for at the rate of time and one-half the regular rate of pay.

Section 3: All work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half the regular rate of pay.

Section 4: All work performed on Saturday shall be compensated for at the rate of time and one-half the regular rate of pay.

Section 5: All work performed on Sunday shall be compensated for at two (2) times the regular rate of pay.

Section 6: All work performed on holidays as enumerated in Article III, shall be compensated for at two (2) times the regular rate of pay in addition to the regular day's salary.

ARTICLE III - HOLIDAYS

Section 1: The following shall be paid holidays:

New Year's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	*Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

*Employees will be permitted to use the day after Thanksgiving holiday during the Christmas holiday.

Section 2: Should any of the employees be required to work on any of the above specified holidays, they shall be compensated at the rate of double time for all hours worked in addition to their regular weekly wage.

Section 3: When any of the above specified holidays occur on a Sunday, the Monday following shall be recognized as the holiday.

Section 4: When Christmas Day falls on a Saturday, the preceding day (Friday) shall also be declared a holiday.

Section 5: Should any of the above holidays occur on a day which is not within the working schedule of the employee, the employee shall be compensated for the holiday in lieu of time off.

Section 6: If any of the above-specified holidays occur within the vacation period of an employee, the employee shall be given the extra day's vacation.

ARTICLE IV – UNION REPRESENTATION

Section 1: The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees working as cleaning personnel. The Employer agrees to retain in his employ no other employees of the classes herein mentioned but members in good standing in the Union as provided hereinafter. 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 and those who are not members on the effective date of this Agreement, become and remain members in good standing of the Union.

Section 2: New employees hired by the Employer shall immediately after the date of their employment, register with the Union in the performance of this Agreement. The Employer shall, upon hiring new employees, furnish to the Union their names and addresses.

ARTICLE IV – UNION REPRESENTATION (Continued)

Section 3: It is understood and agreed that all office cleaning duties shall be performed by members of the International Brotherhood of Electrical Workers Local Union No. 459 in good standing except those duties regularly assigned to officers of the Employer Union, under the Constitution and By-laws of their International Union.

Section 4: All employees shall be considered steady employees after one hundred twenty (120) days of employment.

Section 5: This agreement is entered into in good faith and with the understanding that it does not violate any Federal or State statute.

ARTICLE V – MANAGEMENT RIGHTS

Section 1: The Directors and/or Officers of the company retain the exclusive right to manage said company and to direct the work forces. The Directors and/or Officers of the company in the exercise of their rights shall observe the provisions of this Agreement.

Section 2: The right to manage the company and to direct the working force includes but is not limited to the right to hire, transfer within the company, suspend or discharge with proper cause and the right to relieve employees from duty due to lack of available work for the employees or for other legitimate reasons subject to all terms and conditions of this Agreement.

Section 3: The Employer has the right to discharge or lay off any employee for sufficient and reasonable cause but the representative of Local Union 459 shall be notified of the reason for such discharge or lay off, prior to same becoming effective. Should it be found that an employee has been unjustly discharged or dealt with, such employee shall be reinstated with full seniority and compensated at the regular rate of wages for all time lost.

Section 4: Employees involved in a work related accident may be subjected to drug testing if sufficient and reasonable cause is determined.

ARTICLE VI – EMPLOYEE VACATION

Section 1: An employee shall receive vacation time without loss of pay during each calendar year in accordance with the following schedule:

After one (1) year’s service-----One (1) week vacation.

After five (5) years service-----Two (2) weeks vacation

After fifteen (15) years service-----Three (3) weeks vacation

PART-TIME EMPLOYEES

After one (1) year’s service-----One (1) week vacation

After ten (10) years service-----Two (2) weeks vacation unless
employee is laid off during the
summer months.

Section 2: Vacation time shall be taken whenever designated by the employee and agreed to by the Employer provided, however, that it does not conflict with seniority rights, i.e., the employee having the greatest length of service where more than one (1) employee is involved, shall have the preference in choosing vacation periods.

Section 3: All vacation time as provided for in Section 1 of this Article shall be taken prior to the end of the calendar year. The employee may use vacation time in no less than three (3) day intervals unless special permission is granted by the Supervisor to use this time in smaller intervals. Any vacation time not taken shall be paid at the negotiated rate as provided for in this Agreement.

Section 4: Each full-time employee shall be entitled to ten (10) personal/sick days per year for use as needed. Each part-time employee shall be entitled to seven (7) personal/sick days per year for use as needed. All personal/sick days shall be taken prior to the end of the calendar year. Any personal/sick days not taken shall be paid at the negotiated rate as provided for in this Agreement at year end.

ARTICLE VII – SENIORITY

Section 1: An employee’s length of service shall determine an employee’s seniority, and seniority shall prevail in all matters of dispute.

ARTICLE VII – SENIORITY (Continued)

Section 2: An employee lay off shall be on a seniority basis; the employee having the least seniority to be laid off first. The Employer has the right not to recall an employee after being laid off for sixty (60) consecutive calendar days.

Section 3: Lay off by the Employer in the reduction of working forces and/or time lost by the employees due to illness or for any other good and reasonable cause shall not be considered an interruption in the service record of the employee.

Section 4: Seniority shall accrue from the time the employee's pay begins.

Section 5: When a new job is created or a vacancy occurs, the oldest employee in point of service shall be given a trial. An employee's failure to qualify shall not penalize the employee with any loss of rank and the employee and his Representative shall be advised of the reason for such failure.

ARTICLE VIII

Section 1: All rights and privileges now being enjoyed by the employees covered by this Agreement which are not incorporated into this Agreement shall continue and shall not be voided by the signing of this Agreement.

ARTICLE IX

Section 1: Any member of the Union who is elected as a delegate to a Union convention or selected to attend an educational conference necessitating a leave of absence shall be returned to their original position at their former rate of pay plus any increases granted for the particular job and without any break or loss in seniority.

Section 2: The employees shall have the right to appoint a Steward. Such Steward shall see that the terms and conditions of this Agreement are observed. At no time shall the Employer discriminate, interfere, restrain or coerce the Steward directly or indirectly because of any lawful activities on behalf of the Union and members thereof.

ARTICLE X – LEAVES OF ABSENCE

Section 1: Employees with twelve (12) months or more of service with the Employer shall be entitled to an unpaid leave of absence for four (4) month periods in any calendar year because of personal sickness or illness within the family. This should not be construed to imply that an employee shall be deprived of a longer leave of absence should extenuating circumstances require special consideration. The Employer retains the right to hire an employee on a temporary basis not to exceed the absence.

Section 2: All active regular employees may be granted the day off, with pay, as funeral leave to attend the funeral of an immediate family member. If the employee must make arrangements for the funeral or attend a funeral out of town for an immediate family member, the employee may be granted up to three (3) days funeral leave, if necessary. Immediate family members are defined as the employees' spouse, child (step), mother (step), father (step), brother (step), sister (step), grandmother, grandfather, grandchild, mother-in-law, father-in-law and any other relative for whom the employee is legally responsible and who resided in the employee's household at the time of their death. In order to insure proper payment for a funeral leave, employees may be required to provide documentation as requested by their supervisor.

ARTICLE XI – GRIEVANCE AND ARBITRATION

Section 1: It shall be the intention of the parties to settle all differences between the Employer and the Union through grievance machinery and arbitration in accordance with the provisions of this Agreement. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions or any dispute between the parties involving interpretation or application of any provision of this Agreement.

Section 2. An aggrieved employee shall present his grievance within thirty (30) days of its occurrence or such grievance will be deemed waived by the Union and the Employer.

Section 3. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1. The employee and the Union or the employee individually, but in the presence of the Union, shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within three (3) working days, the grievance will proceed to the next step.

Step 2. The Union will discuss the grievance with the Employer. In the event the grievance is not satisfactorily adjusted within three (3) additional working days, the grievance shall be forwarded to the next step in the procedure.

Step 3. The Union Representative and the Employer shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event or failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either of the parties upon notice to the other party.

If in any of the foregoing steps, either party fails to carry out all prescribed procedures, the other party may take the dispute to arbitration.

Section 4. ARBITRATION: If, within five (5) working days, the parties cannot agree to a mutually acceptable arbitrator, then either party may apply directly to the United States

Mediation and Conciliation Service or the American Arbitration Association. The parties agree that it is to their mutual advantage to have the arbitrator selected and his decision rendered as quickly as possible. To that extent, both the Employer and the Union agree that the selection of the arbitrator shall be made with no undue delay and further, that the parties will cooperate fully and completely in presenting facts and arguments to said arbitrator as expeditiously as possible.

Section 5. The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fee shall be borne equally between the parties.

Section 6: The time limit specified in this grievance procedure may be extended by mutual agreement between the parties.

ARTICLE XII – HOSPITALIZATION

Section 1: The Employer will continue to provide present hospitalization coverage and all increased amendments thereto for full-time employees. The Employer will pay full cost of hospitalization coverage. The employee, at his own discretion, may choose to accept the payment agreed upon for the hospitalization coverage into the weekly wage; thereby carrying no hospitalization plan. However, an employee must request one (1) year in advance to obtain hospitalization coverage except when experiencing a “qualifying event.” At that time, they will be eligible to enroll. Employees hired after January 1, 2009 who waive the insurance coverage will receive 25% of such monthly premium at single coverage in the weekly wage.

ARTICLE XIII – NON-OCCUPATIONAL SICKNESS, ACCIDENT & DEATH BENEFIT

Section 1: The employee will receive 75% of their weekly rate of pay during periods of disability for a maximum of ninety (90) days.

ARTICLE XIV – WAGES

Section 1: Wages are set forth in Schedule “A” attached hereto and shall be made a part of this Agreement.

ARTICLE XV – DUES CHECK-OFF

Section 1: The Employer agrees to deduct Union initiation fees and dues from the wages of each employee and to forward said initiation fees and dues to the office of the Union on a monthly basis.

Section 2: The Employer agrees to remit such dues and initiation fees thus collected to the Union each month in a timely manner that would insure receipt of said monies at the Union office prior to the last day of the month.

Section 3: Supplemental remittances thereafter of amounts deducted from the salaries of employees then on vacation, on leave of absence or otherwise not on the current payroll shall be made by the Employer. The Employer will deduct unpaid union dues and initiation fees from the final pay check of any eligible employee.

Section 4: Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect and the deductions made by the Employer in the month following the month in which the Employer receives written notice of the change from the Union.

Section 5: The Union agrees to file an initiation fee and dues deduction assignment with the Employer for each employee prior to such deductions.

ARTICLE XVI

Section 1: This Agreement shall remain in full force and effect from December 29, 2019 through December 31, 2022 and shall continue in effect from day to day thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such agreement; provided that in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement; any other provision to the contrary notwithstanding.

BEAVER COUNTY ELECTRICAL
WELFARE CORPORATION

LOCAL UNION 459 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

BY: *John A. Kuchomawski*
Chairman

BY: *Paul L. Comroe*
Business Manager/Financial Secretary



APPENDIX "A"

WAGES

CLEANING PERSONNEL

FULL TIME
EMPLOYEES

	<u>12/29/19</u>	<u>12/27/20</u>	<u>12/26/21</u>
Year 0-1	12.81	12.81	12.81
Year 1 to 2	13.44	13.44	13.44
Year 2 to 3	14.06	14.06	14.06
Year 3 to 4	14.69	14.69	14.69
Year 4 to 5	15.32	15.32	15.32
Year 5 to 6	15.95	15.95	15.95
Year 6 to 7	16.57	16.57	16.57
Year 7 to 8	17.20	17.20	17.20
Year 8 and after*	18.36	18.91	19.48
Year 8 and after*	<u>12/29/19</u> 22.07	<u>12/27/20</u> 22.89	<u>12/26/21</u> 23.71

CLEANING PERSONNEL

PART TIME
EMPLOYEES

Year 0-1	10.46	10.46	10.46
Year 1 to 2	11.06	11.06	11.06
Year 2 to 3	11.67	11.67	11.67
Year 3 to 4	12.28	12.28	12.28
Year 4 to 5	13.27	13.27	13.27
Year 5 to 6	13.89	13.89	13.89
Year 6 to 7	14.47	14.47	14.47
Year 7 to 8	15.04	15.04	15.04
Year 8 and after*	15.59	16.06	16.54
Year 8 and after*	<u>12/29/19</u> 18.72	<u>12/27/20</u> 19.41	<u>12/26/21</u> 20.10

* Each employee that is at 8 years or more of employment will receive a 5.19% raise on 12/29/19, 3.70% raise on 12/27/20 & 3.57% on 12/26/21. The raise will take effect the last Sunday in December.