

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 32
AND
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS
LOCAL LODGE 13

JULY 1, 2018 TO JUNE 30, 2021

RECEIVED

JUN 15 2018

OPEIU
LOCAL 32

AGREEMENT

Agreement, entered into this 1st day of July, 2018 by and between the International Brotherhood of Boilermakers Local Lodge No. 13, hereafter referred to as the Employer, and the Office and Professional Employees International Union Local 32, AFL-CIO, hereafter referred to as the Union.

WHEREAS, the parties hereto desiring to cooperate in maintaining proper and harmonious relationship, clearly defining mutual obligations, stipulate and agree as follows:

Article I - Union Membership

Section 1 - The Employer agrees to employ and to retain in employment only members of the Union in good standing engaged through the office of the Union to perform all work coming under the jurisdiction of this Union. All work done by members of this Union is to carry the Office and Professional Employees International Union Label (OPEIU Local 32).

Section 2 - Newly hired, full time, permanent employees will be required to work on probation, not to exceed a period of thirty-one (31) days. Such employees will be covered by this Agreement after such probation has been completed.

Article II - Hours, Overtime

Section 1 - The regular work week shall consist of not more than forty (40) hours on a schedule of not more than eight (8) hours per day, exclusive of the lunch hour, between Monday and Friday, inclusively.

Section 2 - All work performed in excess of forty (40) hours in one (1) week or eight (8) hours in one (1) day shall be considered overtime and shall be compensated at the rate of time and one-half, with the provision, however that all work performed Saturday, Sunday or Holidays hereafter specified shall be compensated at the rate of double time.

Section 3 - All overtime shall be equally and impartially distributed among the employed.

Article III - Holidays

The Employer shall allow the employees time off for the following holidays with pay: **New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Election Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.**

In order to qualify for the holiday pay, an employee must work his/her regularly scheduled work day prior to and after the holiday, unless absence is due to proven illness or injury or has been excused by the Employer.

Section 1 - Holidays falling on a Saturday shall be observed the Friday before. Holidays falling on a Sunday shall be observed the Monday after.

Section 2 - When a holiday falls within the work week during a vacation period of an employee, the employee may take an additional day immediately preceding or following their vacation period.

Article IV - Vacation and Sick Days

Section 1 - The Employer agrees to give each employee vacation annually with pay in accordance with the following schedule:

1 week after 6 months

2 weeks after 1 year

3 weeks after 5 years

4 weeks after 13 years

After 15 years, add one additional vacation day for every two years of service.

Section 2 - In the event that an employee leaves employment, and is eligible for vacation, vacation pay shall be granted as accrued on a monthly basis, i.e. 1/6 of one week's salary for each month of service as of the date that such employee leaves employment.

Section 3 - Each employee covered under the terms of this Agreement shall accrue "Sick Day Leave" at a rate of (.75) days per month per year. These nine (9) days accrue per calendar year which can be carried over on a yearly basis, with a maximum of fifteen (15) days. Request for sick leave are for bona fide illness, doctor or dentist appointments and the leave must be approved by the Business Manager.

Article V - Pension

All employees shall be offered the option of joining the Officers' and Employees' Pension Plan upon their date of hire. Employees are eligible to join the Officers' and Employees' Pension Plan for an entire year immediately following their date of hire; however, after that time they will be ineligible to do so, unless the Pension Board re-opens the option.

Section 1 - Applicable employees shall authorize the Employer to deduct out of any gross wages earned by employee, the amount of 6% or such other amount as may from time to time, in conformity with the Plan rules, be established as the amount of employee contribution to the plan.

Section 2 - The Employer shall deduct from the employee's wages 6% per payroll period. The Employer is to remit, no later than the 10th of the following month, the amount deducted along with the Employer's contribution of 24% of employee's gross salary, per payroll period. Effective, January 1, 2010 the Employer's contribution will increase to 32% of employee's gross salary, per payroll period.

Both employee and Employer must conform to the rules, regulations, and mandates of the Officers' and Employees' Pension Plan.

Section 3 - Employees hired after July 1, 2018 shall only be eligible for enrollment in the Boilermakers National Annuity Trust Plan. Employer contributions shall be made at a rate of \$4.50 per hour worked, with future increases to be negotiated between the Employer and the Union.

The Employer shall pay into the Boilermakers National Annuity Trust the above sums for each hour worked by employees covered by the relevant section of this Agreement. The Employer shall provide the employee with a weekly payroll stub itemizing the amount paid to employee's annuity. The Employer agrees to and shall be bound by the Trust Agreement creating the Boilermakers National Annuity Trust and all amendments now or hereafter approved by the Board of Trustees. Said Agreement and amendments are incorporated by reference and made a part of this Agreement as if affixed thereto.

Article VI - Health and Welfare

The Employer shall provide coverage under the Boilermakers Active Plan "G". Coverage to include Medical, Dental, Vision and Life Insurance at the family contribution rate if applicable.

In the event that any employee has health insurance (including medical, dental, vision and life insurance) through a spouse that is approximately equivalent to that provide herein, the Employer shall provide, in lieu of the health coverage provided under this agreement, the sum of \$1,000 per month. For each increase to Plan "G", an additional \$20 will be added to the \$1000 per month. It being understood that this amount is subject to federal, state, and local taxes as wages. In the event that the spousal coverage is lost, the employee shall notify the Employer and the employee shall automatically be reinstated in health coverage under this agreement and the Employer shall discontinue the aforesaid payment.

Article VII - Wages

In addition to the weekly salary that the present office employees are receiving as of September 30, 2017, the following increases shall apply:

Effective July 1, 2018	3.0%
Effective July 1, 2019	3.0%
Effective July 1, 2020	3.0%

Article VIII - Management Rights

The Employer has the full right of management and direction of its employees and operations. Such right of management includes the right to transfer or relieve employees from duty because of lack of work or for just cause, the right to study or introduce new or improved methods, the right to establish and maintain rules and regulations covering the work force and the right to subcontract such aspects of the work as management deems advisable. These rights shall reside exclusively with management who may exercise these powers and rights at its discretion.

Article IX - Grievance

Section 1 - All grievances, other than those pertaining to general wage rates that may arise shall be handled in the following manner without permitting the grievance to interfere with the progress of the operations of the office during the process of adjustment.

Section 2 - All grievances shall be considered between the Steward and the Department Manager within fifteen (15) working days of occurrence or will be considered closed. When request for adjustment of a grievance, which may be required in writing at the request of either party, is so submitted, the Steward and Employer shall start action upon said grievance within ten (10) working days, it will be reduced to writing and submitted to the Business Manager of Local 13.

Section 3 - Said Local shall select a representative to meet with a representative of the Union and if not settled within ten (10) working days, the matter in dispute will be referred to an arbitrator. The decision of the arbitrator shall be binding on both parties of the Agreement.

Section 4 - In the event that either Employer or the Union representative fails to cooperate in calling upon the Federal Mediation and Conciliation Service within five (5) working days, the other representative shall have the authority to make such request.

Section 5 - Unless the employee objects, copies of disciplinary action will be given to the employee and Office Steward.

Article X - Discharge

Section 1 - Except for probationary and temporary employees, the Employer agrees not to dismiss its employees except for just and sufficient cause. All discharges are subject to the grievance procedure.

Section 2 - In the event it is necessary to reduce the number of employees, it is the intent of the Employer and the Union to lay off employees with the lowest seniority office wide. After the layoff of all temporary and part time employees, the Employer shall advise the Union of the number of job positions to be eliminated. Employees whose jobs are eliminated will then be allowed to bump into any other classification which their seniority allows and for which the minimum requirements have been met. These employees will be considered laid off only if their seniority and qualifications do not allow them to bump into any other job classification.

Article XI - Maintenance of Standards

No clause in this Agreement shall be understood to imply that any working conditions heretofore existing in this office shall be lowered.

Article XII - No Strike Clause

Section 1 - There shall be no strikes or lockouts throughout the duration of this Agreement.

Article XIII - Dues Check-Off

Section 1 - The Employer agrees to deduct union dues from the wages of each employee. The Employer agrees to forward such dues to the office of the Union monthly.

Section 2 - The Employer agrees to remit such dues thus collected to the Union each month at a time that would insure receipt of such monies at the Union office, prior to the 15th of the month, and will make supplemental remittances thereafter of amounts deducted from the salaries of employees on vacation, on leave of absence or otherwise not on the current payroll. The Employer will deduct unpaid union dues from the final pay check of any employee.

Any change in the rate of dues levied by the Union will be put into effect in the deductions made by the Employer in the month following the month in which the Employer receives written notice of the changes from the Union.

Section 3 - The Union agrees to file a dues deduction assignment with the Employer for each employee prior to such deduction.

Article XIV - Short Term Disability

The Employer agrees to provide a "Short-Term" Disability Insurance Policy for employees covered by this Agreement, up to 66-2/3 % of employee's salary.

Article XV - Tuition and Mileage Reimbursement

Section 1 - Tuition for courses, which will benefit the Employer and has a direct correlation to the employee's job, will be reimbursed at a prudent amount, with prior approval of the Business Manager.

Section 2 - Reimbursement for using automobile shall be for mileage. Automobile mileage will be reimbursed at the current IRS Mileage Reimbursement Rate on January 1st for the year prior.

Article XVI - Duration of Contract

Section 1 - This Agreement remains in force for Three (3) years from July 1, 2018 to June 30, 2021, and automatically renews itself unless written notice of any changes desired is given by either party to the other party sixty (60) days prior to negotiations for such change. Notice may be given by either party at such time to open only a specified Article or Section in this Agreement.

REPRESENTING THE EMPLOYER:

BOILERMAKERS LOCAL LODGE 13



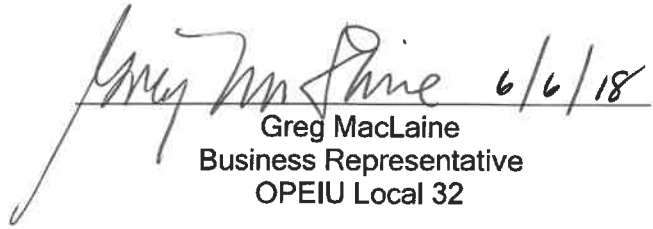
Martin Williams
Business Manager
Boilermakers Local Lodge 13

REPRESENTING THE UNION:

OPEIU LOCAL 32



Sharon Eastwick
Secretary-Treasuer
OPEIU Local 32



Greg MacLaine
Business Representative
OPEIU Local 32



Eleanor Abrahams
Union Committee Member



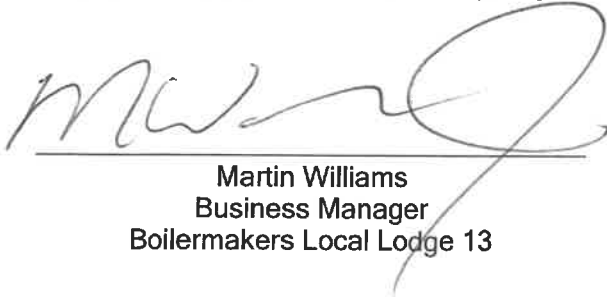
Christina Gushue
Union Committee Member

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS LOCAL LODGE 13 AND OFFICE
AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 32
DATED JULY 1, 2018

Effective October 1, 2018, Article V, Section 3 of the Agreement is no longer in effect. Any contributions made or directed to the Boilermakers National Annuity Trust Plan for periods before October 1, 2018 by or on behalf of employees covered by Article V, Section 3 will be managed according to current Plan rules.

REPRESENTING THE EMPLOYER:


BOILERMAKERS LOCAL LODGE 13



Martin Williams
Business Manager
Boilermakers Local Lodge 13

REPRESENTING THE UNION:

OPEIU LOCAL 32



William Henning
~~Secretary-Treasurer~~ Business Manager
OPEIU Local 32



Greg MacLaine
Business Representative
OPEIU Local 32



Christina Gushue
Union Committee Member



Melanie Buchman
Union Committee Member

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