

# AGREEMENT

BETWEEN

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO,  
LOCAL 32

AND

IBEW JOINT APPRENTICESHIP & TRAINING TRUST FUND, NECA  
LOCAL UNION 313

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JANUARY 1, 2020 through DECEMBER 31, 2022

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## AGREEMENT

THIS AGREEMENT entered into this 5<sup>th</sup> day of December, 2019, between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 32, AFL-CIO, hereinafter referred to as the "Union" and the IBEW JOINT APPRENTICESHIP & TRAINING TRUST FUND, NECA, LOCAL UNION # 313, hereinafter referred to as the "Employer".

### PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions 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 operation of the office involved,

NOW, THEREFORE, be it mutually agreed to as follows:

### ARTICLE I – RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, wages, hours of work and other terms and conditions of employment of all the office and clerical employees employed by the Employer.

### ARTICLE II – UNION SECURITY

- 2.01 The Employer agrees that all present employees shall, as a condition of employment, thirty (30) days from the execution date of this Agreement become and remain members of the Union in good standing.
- 2.02 The Employer agrees that all new employees hired subsequent to the execution date of this Agreement shall, as a condition of employment, become members of the Union thirty (30) days from the date of employment and thereafter remain members of the Union in good standing.
- 2.03 Good standing for the purpose of this Agreement shall mean being current monthly in the payment or offer of payment of Union dues.
- 2.04 Newly hired employees shall be placed on a probationary period for a period of ninety (90) calendar days from the date of hire. The Employer may request in writing an extension of an additional thirty (30) calendar days, and not to exceed a maximum of one hundred and twenty (120) days. Such employees may be

terminated at any time during the probationary period stated above without recourse.

### **ARTICLE III – UNION LABEL**

All work done by members of this Union shall carry the Office & Professional Employees International Union Label – either the typed – OPEIU-32 AFL-CIO, or the official rubber stamp supplied by the Union.

### **ARTICLE IV – HOURS OF WORK AND OVERTIME**

- 4.01 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 period, which will be one-half (1/2) hour per day, between Monday and Friday.
- 4.02 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. The first ten (10) hours of work on Saturday, excluding the lunch period of one half (1/2) hour, shall be compensated at a rate of time and one half. All hours worked in excess of ten hours as defined above and all hours worked on Sunday, excluding the lunch period of one half (1/2) hour, shall be compensated at a rate of double time.
- 4.03 Paid holidays as specified in this Agreement and excused absences shall be considered time worked for the purpose of computing overtime.
- 4.04 Every reasonable effort will be made to notify the employee involved, sufficiently in advance, about overtime assignment.

### **ARTICLE V – HOLIDAYS**

- 5.01 The following Holidays, or the day celebrated, shall be observed with full pay: New Year's Day, Memorial Day, Fourth of July, Labor Day, State/Federal Election Day, Thanksgiving Day, Christmas Day, Employee's Birthday and one Utility Day.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday will be observed on either the preceding Friday or the following Monday or, if not so observed, the employee shall receive one (1) day's pay for such holiday, determined by dividing the regular straight time current rate by five.

- 5.02 An employee required to work on any Holiday specified in this Agreement, shall be guaranteed eight (8) hours work or pay in lieu thereof, at the applicable rate.
- 5.03 An employee who worked on such Holiday shall be compensated at double his regular rate of pay.

**ARTICLE VI – VACATIONS**

- 6.01 The vacation period shall be from January 1st through December 31st of each calendar year. Vacations may be taken when mutually agreed upon by the Employer and the employee.

The Employer agrees to grant, and the employees shall receive vacations and vacation pay as follows:

After six	(6)	month's employment – one	(1) week
After one	(1)	year's employment – two	(2) weeks
After five	(5)	year's employment – three	(3) weeks
After eleven	(11)	year's employment – three	(3) weeks – one (1) day,
After twelve	(12)	year's employment – three	(3) weeks – two (2) days,
After thirteen	(13)	year's employment – three	(3) weeks – three (3) days,
After fourteen	(14)	year's employment – three	(3) weeks – four (4) days,
After fifteen	(15)	year's employment – four	(4) weeks.
After twenty	(20)	year's employment – five	(5) weeks

- 6.02 All vacations to be allotted impartially according to seniority. Vacations may be taken, with management approval, in one-day intervals. Vacations shall not be cumulative, unless by mutual agreement in writing.
- 6.03 If a Holiday, as specified in this agreement, occurs during the vacation period of an employee, and additional day with pay shall be added to the vacation period.
- 6.04 In the event an employee is laid-off, terminated or voluntarily resigns and gives two (2) weeks prior notice, and is eligible for vacation, vacation pay shall be granted as accrued on a monthly basis, i.e., where eligible for vacation up to two (2) weeks, 1/6 of one week's salary for each month of service as of the date employee leaves employment; where eligible for three (3) week's vacation, 1/4 of one (1) week's salary as of the date such employee leaves employment, where eligible for four (4) week's vacation, 1/3 of one (1) week's salary as of date such employee leaves employment.

- 6.05 Any employee required to work during their respective vacation periods, shall in addition to their vacation pay, receive double time for all hours worked. Work during vacation periods shall be only upon voluntary acceptance of employees. All employees shall be paid their vacation pay before commencement of their respective vacation periods.

#### **ARTICLE VII – SENIORITY**

- 7.01 It is agreed that the principle of employee seniority shall prevail at all times.
- 7.02 An employee's seniority shall be considered as the length of the employee's service with the Employer from the original date of hiring after having served the probationary period as provided in 2.04 of article II of this Agreement.
- 7.03 Seniority of an employee shall be broken if:
- a. Voluntary resignation
  - b. Discharges for cause which, if contested, is sustained
  - c. Failure to answer notice of recall by certified letter, telegram or registered letter to the employee's last known address as indicated by the employer's records, within three (3) days, or the failure to return to work after lay-off within ten (10) working days after the notification of such recall by the Employer of his intention to return to work.
- 7.04 Seniority lists governing present employees attested to by the parties to this Agreement shall govern.
- 7.05 Seniority shall not be broken and shall accumulate during absences due to sickness or injury up to a period of one (1) year.

Seniority shall not be broken and shall accumulate for absences due to sickness and injury beyond one (1) year, by mutual agreement of the employer and the Union.

#### **ARTICLE VII – LAY-OFFS**

- 8.01 In the event a reduction in the office staff becomes necessary due to economic reasons the employee with the least seniority will be the first laid off, and in rehiring, employees shall be rehired in the reverse order in which they were laid off, wherever practicable.
- 8.02 The Employer agrees to give two (2) week's notice of such lay-off to any employee about to be laid off, or two (2) week's pay in lieu thereof of such notice.

- 8.03 Under no circumstance shall the Employer hire from the open market while employees on recall list, qualified to perform the duties of the vacant position are ready, willing and able to be reemployed. The last employee laid off from a job will be the first recalled to that job.
- 8.04 Employees on lay-off will have recall rights equal to their seniority at time of lay-off, but not to exceed one (1) year.

#### **ARTICLE IX – DISCHARGE**

- 9.01 The employer agrees not to discharge its employees except for just and sufficient cause.
- 9.02 An employee about to be discharged shall be given an immediate hearing with the reasons therefore, prior to such action. The Union Steward shall be present at such hearing.
- 9.03 If the discharged employee after such hearing is still aggrieved, the case shall be referred to the last step in the Grievance Procedure and then to Arbitration if not settled. The parties agree to expedite all discharge cases.
- 9.04 If upon joint investigation by the Union and the employer or be decision of an Arbitrator appointed pursuant to the terms of this Agreement, it shall be found that an employee has been discharged unjustly and for insufficient cause, such employee shall be reinstated to his former position without any loss of seniority or rank and shall suffer no reduction in salary and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

#### **ARTICLE X – GRIEVANCE PROCEDURE AND ARBITRATION**

- 10.01 A grievance within the meaning of this Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto and relating to any matter of wages, rates of pay, hours and working conditions, or any dispute between the parties involving the interpretation or application of any provision of this Agreement.
- 10.02 All grievances which may arise shall be handled according to the following procedure:
- Step 1. The grievance shall be taken up by the Union Steward and the aggrieved employee with the designated representative of the Employer. If not adjusted within five (5) working days, then proceed to Step 2.

Step 2. Between the Business Representative of the Union, the Union Steward and the aggrieved employee with the Employer or his designated representative. In the event they are unable to reach a mutually satisfactory settlement within ten (10) working days, the unsettled grievance shall be submitted to arbitration upon written request of either the Union or the Employer, provided such request is made within thirty (30) days after the final decision of the Employer has been given in Step 2.

- 10.03 Within ten (10) days following a written request for arbitration of a grievance, one (1) representative of the Employer and one (1) representative of the Union shall sit with a third neutral party to be jointly chosen. In the event the two (2) parties (Employer and Union) cannot agree on the third neutral party, the Federal Mediation and Conciliation Service shall be requested to designate such neutral third party to serve on such Arbitration Panel. Any and all awards shall be by majority decision of the Arbitration Panel and shall be final and binding on all parties. The Arbitrator's fee, and expenses, if any, shall be borne jointly by the Employer and the Union. Preparation and presentation expenses shall be borne separately by each party.
- 10.04 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. Therefore, the Employer agrees that he will not lock out his employees, and the Union agrees that it will not sanction a strike, slow down, or work stoppage during the life of this Agreement.
- 10.05 The Union's Business Representative shall have access to the Employer's office and members for the adjustment of disputes or discussion of official union business.

#### **ARTICLE XI – SICK LEAVE AND LEAVE OF ABSENCE**

- 11.01 The JATC will provide sick leave at no cost to the employee. Sick time is intended for the recuperation of illness or injury of the employee. Therefore, sick time can not be used for family illness.
- 11.02 The amount of sick leave will be based on the years of service. The JATC will grant one half (1/2) day of sick leave per year of service for all past years of service. As an employee reaches his or her anniversary date of employment, he or she will be granted an additional one-half (1/2) day of sick leave, which will be added to the sick leave remaining in the year of that anniversary. All future years of service being used for the accrual of sick leave will be based on full time employment only. Any future part-time employment will not be used in the calculation of sick leave days.

- 11.03 Sick leave will be allocated, based on calendar years. The highest number of accruable sick days will be fifteen (15). Any sick time accrued but not used in a calendar year can not be carried over into the next year.
- 11.04 Should an illness or injury extend for four (4) or more days, a doctor's note will be required from the employee's physician before the employee is allowed to return to work.
- 11.05 Should an employee miss more than the accrued sick leave time in any calendar year, the balance of the employee's vacation hours will be exhausted before compensation will be stopped.
- 11.06 In cases of death in the immediate family an employee shall be granted a leave of absence of up to three (3) scheduled working days with pay. Immediate family: employee's spouse, brother, sister, children and parents of employee and spouse.
- 11.07 Employees who have completed sixty (60) days of continuous employment with the employer who are called and report for service as a juror, will be paid the difference between their regular straight time wages and the fee paid for such jury service.

## **ARTICLE XII – PROMOTIONS**

- 12.01 The Employer agrees to make promotions solely on the basis of seniority and ability to perform the work.
- 12.02 All vacancies and new positions shall be filled by promotion from within, among the present personnel, providing the senior employee has the necessary qualifications.
- 12.03 An employee so promoted shall be given a thirty (30) day trial period to determine their ability to perform the work. The determination of ability or qualifications shall be subject to the grievance procedure.
- 12.04 In the event an employee does not qualify during the trial period, such employee shall be returned to his former position without any loss of seniority or pay.
- 12.05 All vacancies or new jobs shall be posted for bid by notice on the bulletin board, which shall remain for three (3) days. A brief description of the job duties, including qualifications and skills and pay rate shall be included in such notice. Only those employees who make application during the three (3) day period will be considered for the job, and will be permitted to file a grievance against the final selection.

- 12.06 All new jobs or changes in existing jobs will be subject to negotiations between the parties before notice is posted.

### **ARTICLE XIII – WAGES**

- 13.01 A schedule of individual employees and their respective compensation packages shall be set forth in Appendix “A”.

### **ARTICLE XIV – EMPLOYEE BENEFITS**

- 14.01 The employer will provide the cost of single coverage Employee Health Insurance for all full-time employees, based on the coverage as provided in the health care plan in effect on December 1, 2016. A copy of the plan in effect as of December 1, 2016 can be found as Appendix “B”. At no time shall the coverage be reduced below that which is found in Appendix “B”. The employer reserves the right to change the plan provider at any time. This change may include, but is not limited to the use of a HMO, or similar preferred provider plan.
- 14.02 Any costs associated with coverage changes elected by the employee, that results in an additional premium or increase in premium will be born by the employee.
- 14.03 Upon retirement from the JATC and the employee’s collection of Social Security Benefits, the JATC will provide for the cost of Blue Cross Medicare Supplement or an equivalent plan for employees who retire with fifteen (15) or more years’ service, based on the following:
- The employer will pay one (1) month of Blue Cross Medicare Supplemental Insurance or equivalent for every full year worked by the employee. (Example: An employee who has been employed by the JATC for a period of fifteen (15) years will be provided with fifteen (15) months of Blue Cross Medicare Supplemental Insurance or equivalent, starting from the date that the employee’s regular health coverage terminates. After the provided period of time, the retiree may elect to continue this coverage at a cost to the retiree.)
- 14.04 Newly hired full-time employees shall receive medical plan coverage after completing the probationary period as defined in ARTICLE II – UNION SECURITY, Section 2.04 of this Agreement
- 14.05 The Employer agrees to give each employee the option to receive his/her monthly health and welfare benefit in Blue Cross/Blue Shield (or equivalent) single coverage in the form of wages or annuity or wages and annuity at the rate of 70% of the premium. The monthly health and welfare benefit shall be adjusted on an annual basis. The employee shall be eligible to return to the Blue Cross/Blue Shield (or equivalent) coverage at the next available enrollment period upon written notice to the Employer.

**Employee benefits, if any, including health and welfare, pensions and such others, as may be agreed to by the parties to this Agreement, shall be contained in Appendix "B", attached hereto and made part hereof.**

#### **ARTICLE XV – PENSION**

- 15.01 Employees who elect to participate in the Deferred Income Pension plan shall be eligible to do so in accordance with the terms and conditions of this agreement.
- 15.02 The schedule of Deferred Income Pension contributions by employee, shall be included as part of the compensation package as found on APPENDIX "A".
- 15.03 Deferred Income Pension contributions shall be made on the behalf of the participating employees, based on a maximum of forty (40) hours per week and shall be listed as contributions per month for the purposes of this Agreement.

#### **ARTICLE XVI – GENERAL PROVISIONS**

- 16.01 There shall be no discrimination because of race, creed, sex, age, marital status or union activity.
- 16.02 The Employer agrees to continue to abide by all laws regarding safety of its employees and furnish general comforts and sanitary conditions for its employees.
- 16.03 Any written statement or verbal agreement between an employee and the Employer which may be contrary to or in conflict with the terms and conditions of this Agreement shall be null and void.
- 16.04 No clause in this Agreement is to be understood to imply a lowering of working conditions heretofore existing in the office.
- 16.05 Employees who interfere in the political and or internal affairs of the Employer's Organization do so at their own risk. Charge against an employee if proved and sustained under the Grievance Procedure of this Agreement shall result in discharge.
- 16.06 Any change in the administration of the affairs of the Employer shall not result in the discharge or discrimination against any employee, except as provided in Article X of this Agreement.

- 16.07 Employee agrees to give the Employer two (2) weeks notice of intent to resign. Failure to do so shall constitute a waiver of all rights and benefits heretofore provided.

**ARTICLE XVII – DURATION OF AGREEMENT**

- 17.01 This Agreement shall become effective January 1, 2020, and shall continue in full force and effect through December 31, 2022, and thereafter from year to year unless changed or terminated by either party. Either party desiring to change or terminate the Agreement must notify the other in writing at least sixty (60) days prior to January 1<sup>st</sup> of any year in which notice of change or termination is given.
- 17.02 In the event negotiations on the renewal Agreement continue past any expiration date, all terms and conditions agreed to shall be retroactive to the expiration date of this Agreement.

**APPENDIX "A"**

**WAGES - Dina Tiberi:**

Effective January 1, 2020 all employees presently covered by this Agreement shall receive an increase equal to 3.5%. The total amount may be taken as pay or as a contribution to their tax-deferred retirement plan.

Effective January 1, 2021 all employees presently covered by this Agreement shall receive an increase equal to 3.5%. The total amount may be taken as pay or as a contribution to their tax-deferred retirement plan.

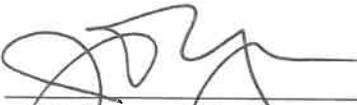
Effective January 1, 2022 all employees presently covered by this Agreement shall receive an increase equal to 3.5%. The total amount may be taken as pay or as a contribution to their tax-deferred retirement plan.

**APPENDIX "B"**

High Mark Blue Cross Blue Shield – Shared Cost PPO \$1000/100

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, dated this 5<sup>th</sup>  
\_\_\_\_\_ day of December 2019.

FOR: EMPLOYER  
JOINT APPRENTICESHIP &  
TRAINING COMMITTEE - I.B.E.W.  
LOCAL #313

  
\_\_\_\_\_  
JAMES A. MEYER (Recording Secretary)  
TRUSTEE MANAGEMENT  
IBEW #313, J.A.T.C.

FOR: OFFICE & PROFESSIONAL  
EMPLOYEES INTERNATIONAL  
UNION, LOCAL 332 AFL-CIO

  
\_\_\_\_\_  
BILL HENNING  
BUSINESS MANAGER  
OPEIU LOCAL 32

  
\_\_\_\_\_  
RONALD JEZYK (Chairman)  
TRUSTEE LABOR  
IBEW #313, J.A.T.C.

  
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GREGORY MAC LAINE  
BUSINESS REPRESENTATIVE  
OPEIU LOCAL 32