

AGREEMENT

BETWEEN

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

AND

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION 313, AFL - CIO

JANUARY 1, 2018 through DECEMBER 31, 2020

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THIS AGREEMENT entered into this 1st day of January 2018 between the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 32, AFL-CIO and ELECTRICAL WORKERS LOCAL UNION 313, AFL-CIO, 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 as follows:

Article I – Recognition

1.01 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 basis for a period of ninety (90) calendar days from the date of hire. The Employer may request, in writing, and extension of an additional thirty (30) calendar days,

but 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 and the employee shall have no recourse.”

- 2.05 The Employer agrees to deduct Union membership dues and assessments on a monthly basis, from the wages of an employee in accordance with appropriate written authorization signed by the employee while such written authorization is in effect.

Article III – Union Label

All work done by members of the 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 workweek 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, between Monday and Friday, inclusively.
- 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. Saturday and Sunday shall be compensated at double the rate of regular pay.
- 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:

Office Manager / Administrative Assistant – New Year’s Day, Memorial Day, Fourth of July, Labor Day, Election Day, Thanksgiving Day, Christmas Day, Employee’s Birthday and one (1) utility day.

Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday will be observed on either the proceeding Friday or the following Monday or, if not so observed, the employees shall receive one (1) day’s pay for such Holiday, determined by dividing the regular straight time current rate by five (5). An Employees birthday that is celebrated on a Saturday will be honored on Friday. An Employees birthday that is celebrated on Sunday will be honored on Monday. If a birthday falls on a paid holiday, the birthday would be celebrated on the following day.

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 the regular rate of pay.

Article VI – Vacations

6.01 The vacation period shall be taken from January 1 through December 31 of each year.

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

After six (6) months employment – one (1) week

After one (1) years employment – two (2) weeks

After five (5) years employment – three (3) weeks

After eleven (11) years employment – three (3) weeks – one (1) day

After twelve (12) years employment – three (3) weeks – two (2) days

After thirteen (13) years employment – three (3) weeks – three (3) days

After fourteen (14) years employment – three (3) weeks – four (4) days

After fifteen (15) years employment – four (4) weeks

After twenty (20) years employment – five (5) weeks

In calculating vacation pay, employees shall be compensated on the basis of their regular rate of pay for forty (40) hours a week.

- 6.03 All vacation to be allotted impartially according to seniority.
- 6.04 If a Holiday, as specified in this agreement, occurs during the vacation period of an employee, an additional day with pay shall be added to the vacation period.
- 6.05 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 (1) weeks salary for each month of service as of the date employee leaves employment; where eligible for three (3) weeks vacation, 1/4 of one (1) weeks salary as of the date such employee leaves employment, where eligible for four (4) weeks vacation, 1/3 of one (1) weeks salary as of date such employee leaves employment.
- 6.06 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 periods shall be only upon voluntary acceptance of the employee. All employees shall be paid their vacation pay before commencement of their respective vacation periods.
- 6.07 Employees will be permitted to carry over a maximum of one (1) week of vacation to the following calendar year.

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 the absences due to sickness or injury up to a period on one (1) year.
- 7.06 Seniority shall not be broken and shall accumulate for absences due to sickness or injury beyond one (1) year, by mutual agreement of the Employer and the Union.

Article VIII – 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) weeks notice of such lay-off to any employee about to be laid off, or two (2) weeks pay in lieu thereof such notice.
- 8.03 Under no circumstances shall the Employer hire from the open market while employees on the 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 cause 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 by 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 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, then 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 Employer agrees to grant paid sick leave in accordance with the following policy:

- a) The Employer will provide a minimum of three (3) days sick leave at not cost to the employee.
- b) The total amount of sick leave accrued will be based on the years of service. The Employer will grant one half (1/2) day 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 which will be added to the sick leave remaining in the year of that anniversary.
- c) The highest number of accruable sick days will be fifteen (15).
- d) Sick leave will be based on calendar years.

- e) Sick leave is intended for the recuperation of illness or injury of the employee.
- f) Should an illness or injury extend for five (5) or more days, a doctor's note will be required from the employee's physician before the employee is allowed to return to work.
- g) Any sick leave accrued but not used may not be carried over into the next calendar year, but the Employer agrees to "buy back" up to a total of five (5) unused sick days at the end of the year.
- h) Should the employee miss more than the accrued sick time leave, the balance of the employee's vacation hours will be exhausted before compensation will be stopped.

11.02 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.

11.03 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. The Employer shall be responsible for above arrangements for any four (4) weeks during the life of this agreement.

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 notice on the bulletin board, which shall remain for three (3) days. A brief description of the job duties, including qualifications and skills 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 For the duration of the Agreement wages and related matters shall be as set forth in *Appendix "A"*, which is annexed hereto and made part hereof.

Article XIV – Employee Benefits

14.01 Employee benefits, if any, including Health & Welfare, Annuity and such others as may be agreed to by the parties to this agreement shall be as contained in *Appendix "B"* attached hereto and made part hereof.

Article XV – General Provisions

15.01 There shall be no discrimination because of race, creed, sex, age, marital status, or union activity.

15.02 The Employer agrees to continue to abide by all laws regarding safety of its employees and furnishes general comforts and sanitary conditions for its employees.

15.03 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.

15.04 No clause in this Agreement is to be understood to imply a lowering of working conditions heretofore existing in the office.

15.05 Employees who interfere in the political and or internal affairs of the Employer's Organization do so at their own risk. Charges against an

employee, if proved and sustained under the Grievance Procedure of the Agreement shall result in discharge.

15.06 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.

15.07 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 XVI – Duration of Agreement

16.01 This Agreement shall become effective January 1, 2018 and shall continue in full force and effect through December 31, 2020 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 the expiration date of this Agreement.

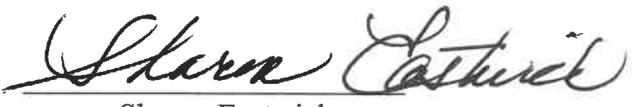
16.02 In the event negotiations on the renewal Agreement continue past any expiration date, all terms and conditions agreed to shall be retroactive to the expiration date of this Agreement.

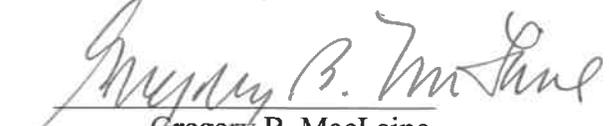
IN WITNESS WHEREOF, the parties hereto have set their hands and seals, date this _____ day of _____.

For: Employer
I.B.E.W. Local 313


James R. Murrian
Business Manager

For: Office & Professional
Employees International
Union, Local 32 AFL - CIO


Sharon Eastwick
Business Manager, Sec-Treasurer


Gregory B. MacLaine
Business Representative

Appendix "A"

Wages

- Effective January 1, 2018, all full time employees presently covered by this Agreement shall receive an increase of 3.5% to base pay. The total amount may be taken as pay or as a contribution to their tax deferred retirement plan.
- Effective January 1, 2019, all full time employees presently covered by this Agreement shall receive an increase of 3.5% to base pay. The total amount may be taken as pay or as a contribution to their tax deferred retirement plan.
- Effective January 1, 2020, all full time employees presently covered by this Agreement shall receive an increase of 3.5% to base pay. The total amount may be taken as pay or as a contribution to their tax deferred retirement plan.

Appendix "B"

Health and Welfare

The Employer agrees to pay for Highmark, Delaware single coverage for all regular, full-time employees who have six (6) or more months of service with the Employer.

The Employer agrees to continue to pay the cost of Highmark, Delaware Medicare supplement for employees who retire with fifteen (15) or more years of service.

The Employer agrees to give each employee the option to receive his/her monthly health and welfare benefit in Highmark, Delaware (or equivalent) single coverage in the form of wages or annuity or wages and annuity at the rate of 70% of premium. The monthly health and welfare benefit shall be adjusted on an annual basis. The employee shall be eligible to return to the Highmark, Delaware (or equivalent) coverage at the next available enrollment period upon written notice to the Employer.

Retirement Plan for Employees of Local Union 313

All employees are eligible to contribute up to a maximum of 25% of their gross wages to their tax deferred retirement plan. Any changes or adjustments to the monthly contribution shall be made on the anniversary date of the agreement or the effective date of a wage increase.