

COLLECTIVE BARGAINING AGREEMENT

Between

International Brotherhood of Electrical Workers  
Local Union 640



And

Office and Professional Employees International Union  
Local Union 30



May 1, 2015 through April 30, 2018

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**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION**  
**LOCAL UNION 30**  
**And**  
**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**  
**LOCAL UNION 640**

This Agreement is entered into this 1<sup>st</sup> day of May, 2015, by and between OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL UNION 30, hereinafter known as the Union and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION 640, hereinafter known as the Employer.

**ARTICLE I - PREAMBLE**

The purpose of this Agreement is to establish harmonious relations between the parties and to facilitate orderly adjustment of grievances, complaints and disputes which may arise from time to time between the Employer and the Union. This Agreement is entered into in consideration of the mutual performance thereof in good faith by the parties.

**ARTICLE II - RECOGNITION**

- Section 1. The Employer agrees to recognize the Union as the sole collective bargaining agent with respect to hours, wages, and working conditions of all employees coming under the jurisdiction of this Agreement. Specifically, any phase of office or clerical work.
- Section 2. The Union agrees to use every reasonable effort to promote the welfare of the Employer.
- Section 3. The Employer recognizes the fact that bona fide supervisory employees are only those who have the authority to hire, promote, discipline, discharge or otherwise change status and it is not its policy to establish jobs or job titles for the purpose of excluding such employees from the unit as established in this Article.
- Section 4. The Employer or his representative shall make known to the employee the duties he is to perform and from whom he is to receive his instructions.

## **ARTICLE II - RECOGNITION - Continued**

- Section 5. No employee shall, as a condition of his employment, be required or permitted to participate in any internal union political action of their Employer, nor shall he be required or permitted to campaign for any individuals who are candidates for a union office.

## **ARTICLE III - BONDING**

When the Employer requires a Fidelity Bond of any employee, the premium of said bond shall be paid by the Employer.

## **ARTICLE IV - WAGE SCALE AND CLASSIFICATIONS**

- Section 1. The Employer agrees to PAY NOT LESS THAN THE MINIMUM hourly wage scale shown in Exhibit A of this Agreement.
- Section 2. It is expressly agreed that the wage scales herein provided are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay, increase the hours, nor shall privileges now enjoyed by the employee be eliminated as a result of this Agreement. Nor can it 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.
- Section 3. Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification for the work day of four (4) hours or more.
- Section 4. Any position not covered by Exhibit A or any positions which may be established during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance and arbitration machinery contained in this Agreement.

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

- Section 1. All employees may be regarded as probationary employees for the first ninety (90) days 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 actions arising from membership in the Union. The probationary period may be extended by mutual agreement of the Employer and the Union.
- Section 2. At the close of the probationary period, the employee shall be considered a regular employee, except as otherwise provided in this Agreement and shall be entitled to all contract benefits.
- Section 3. The temporary employee must be informed at the start of employment and may not work past three (3) months of employment except as a replacement for periods of sick leave, vacation or leave of absence.
- Section 4. Regular part-time employees must be covered by all the conditions as set forth in this Agreement for regular employees.

## **ARTICLE VI - HOURS OF WORK**

- Section 1. The normal work week for regular full-time employees shall be forty (40) hours, five (5) days, Monday through Friday. All work performed between the hours of 7:00 a.m. through 4:00 p.m. shall be at the regular rate. All work performed before or after the above hours shall be at the time and one-half (1 ½) rate for the first two (2) hours worked, and all work performed after that time shall be at the double time (2X) rate. All work performed in excess of forty (40) hours in a work week shall be paid at time and one-half (1 ½). If the Employee requests, they may be compensated with "comp time" at the applicable overtime rate. The above hours may be changed at the discretion of the Employer, and the Employer may work the necessary staff between the hours of 7:00 a.m. and 6:00 p.m. on the day its office hours are extended for the convenience of the Employer's members. In such instances, the overtime hours would change accordingly.

## ARTICLE VI - HOURS OF WORK - Continued

Section 2. Any work performed on Saturday shall be at the rate of time and one-half (1 ½). Any work performed on Sunday shall be at the double (2X) time rate. On Saturday, Sunday or Holidays, no employee shall be paid for less than three (3) consecutive hours of work. Employees reporting for work on straight time days shall receive not less than four (4) hours pay.

Section 3. When an employee must return to work after completion of the regular eight (8) hour day, Monday through Friday, he shall be compensated at the applicable overtime rate for not less than three (3) hours. If an employee is required to work on Saturday, Sunday or Holidays, after the hours of his stipulated eight (8) hour day, he shall be compensated at the stipulated hourly rate of pay for each hour worked and for not less than three (3) hours of work.

Section 4. In the event work conditions in the place of employment become such that the employees cannot reasonably be expected to perform their duties, they shall be compensated as follows:

1. If it is determined that work cannot proceed, the employees may leave with pay of up to four (4) hours wages and benefits.
2. If it has been determined that such work conditions exist, the employees may choose to have their remaining hours paid by using available sick leave.

The determination of whether or not such adverse conditions exist shall be made in agreement of both parties, the Steward and the Business Manager.

Section 5. In times of emergency; or when OPEIU employees are not present, the Employer may post dues and perform such duties as necessary to enable the office to run in a smooth and efficient manner for the members.

## **ARTICLE VI - HOURS OF WORK - Continued**

- Section 6. From time to time, and if possible, it may be necessary for an employee to access and perform some of their duties from home. Should this be required, the Employer will provide the necessary connections, equipment and training. All such work performed shall be recorded at straight time, unless it actually exceeds eight (8) hours in a day, regardless of the actual time frame in which the work is performed; in which case it shall be paid at the appropriate contractual overtime rate.
- Section 7. Should any travel and/or training be necessary, time shall be paid for travel to and from the destination; and for any days spent training, in an amount not to exceed eight (8) hours of the straight time rate of pay, regardless of the actual time spent or day of the week. The Employer may allow temporary flexible work schedules for employees for legitimate approved reasons. Such schedules shall be determined by the Employer based on operational needs, and no overtime shall be accrued on the flexible schedule except for hours worked before or after the "regular" flexible-scheduled workday and after forty (40) regular hours worked in a work week.

## **ARTICLE VII - TECHNOLOGICAL CHANGES**

In the event of technological changes, such as the introduction of new office equipment, computing hardware and/or software, or other types of equipment, the Employer agrees to provide or make available, and pay for, the training necessary to utilize the new technology.

## **ARTICLE VIII - NON-DISCRIMINATION**

Neither the Union nor the Employer in carrying out their obligations under this Agreement shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, color, creed, national origin, or sex.

## **ARTICLE IX - REST PERIODS**

Ten (10) minutes shall be allowed in the morning and ten (10) minutes in the afternoon of each working day as a rest period for employees. This time shall not be taken as to be any continuance of the employee's lunch hour, nor to disrupt the regular routine unless so arranged with the Employer.

## ARTICLE X - HOLIDAYS

- Section 1. All employees coming under the jurisdiction of this Agreement shall be allowed a minimum of nine (9) holidays, plus two (2) additional personal days with pay. These holidays shall coincide with the holidays observed by the Employer (see Exhibit B). Holidays falling on Saturday or Sunday shall be observed either on Friday or Monday at the option of the Employer. Should the Employer adopt more holidays, they shall also be added to this Agreement with the personal days reduced accordingly.
- Section 2. All full-time employees required to work on a holiday shall be paid their regular holiday pay, plus the regular rate for any hours worked. Those not required to work on holidays shall receive their regular pay only.
- Section 3. A temporary employee shall be paid for a holiday after fifteen (15) days of employment if he has worked the day preceding and the day following the holiday.
- Section 4. A regular part-time employee shall be paid for a holiday at the regular scale, if the holiday falls within the time regularly employed.
- Section 5. No work shall be performed on Labor Day except in extreme emergencies.

## ARTICLE XI - VACATIONS

- Section 1. Each employee in the employ of the Employer for at least one (1) year shall receive one (1) week vacation with pay.
- Section 2. Each employee in the employ of the Employer for at least two (2) years, but less than five (5) years shall receive two (2) weeks vacation with pay accrued at five-sixth (5/6) day per month.
- Section 3. Each employee in the employ of the Employer for at least five (5) years shall receive three (3) weeks vacation with pay accrued at one and one-fourth (1 ¼) days per month.



## **ARTICLE XI - VACATIONS - Continued**

- Section 4. Each employee in the employ of the Employer for at least ten (10) years shall receive a \$500.00 bonus on the tenth (10<sup>th</sup>) anniversary date; and every consecutive additional tenth (10<sup>th</sup>) anniversary date thereafter.
- Section 5. Whenever possible, the Employer shall grant vacation time to accommodate the employee; however, such vacation period must be arranged to avoid unnecessary interference with the Employer's operation.
- Section 6. Senior employees shall be given preference in the selection of vacation periods.
- Section 7. Accrued but unused yearly vacation time may be either carried over into the next year or paid in cash on the employee's anniversary date, at the employee's option; but shall not be an amount in excess of 40 hours.

## **ARTICLE XII - SICK LEAVE AND LEAVE-OF-ABSENCE**

- Section 1. All permanent employees shall be granted, with pay, twelve (12) days sick leave per year, accumulated at the rate of one (1) day per month from date of hire to a maximum of forty-five (45) working days to be used as needed, with pay, in case of prolonged illness.
- Section 2. Sick leave shall be granted only in case of sickness or injury.
- Section 3. Sick leave shall be converted into cash time with the Employer paying sick leave and/or when the employee becomes eligible for Workmen's Compensation benefits, the Employer shall pay the difference between the amount received by the employee from Workmen's Compensation and the amount the employee would have received had he been fully employed. Such payments shall be continued by the Employer until all sick leave money accumulated has been paid to the employee.

## ARTICLE XII - SICK LEAVE AND LEAVE-OF-ABSENCE - Continued

- Section 4. At the Employer's option, after twelve (12) months of continuous service, an employee may obtain a leave-of-absence due to a sickness or other causes, without pay, which shall not exceed six (6) months and such leave-of-absence shall be verified in writing, in triplicate, one copy to the Employer, one copy to the employee, and one copy to the Union. At the expiration of such leave, the employee shall be reinstated without loss of any of his rights or privileges of seniority.
- Section 5. If an employee is selected to perform work for the Office and Professional Employees International Union, Local Number 30, including conventions and conferences, at the Employer's option, the employee may be granted a reasonable time off.
- Section 6. In the event an employee is called to serve jury duty, the employee shall be excused from work for each day he/she serves, or reports to serve, and shall be paid for time lost from work, suffering no loss of rights or benefits, provided the employee notifies the Employer of the intended jury duty absence, prior to the date of service. An employee excused from jury duty shall report to work as soon as possible after being excused, unless there is less than three (3) hours of the employee's regularly scheduled work day remaining; in that case, the employee will report to work the next regularly scheduled work day. The employee will present proof of service, or a jury duty notice/summons and the amount of pay received for jury duty. The Employer shall pay the difference between the jury duty fee excluding mileage or meal allowance, and the pay for such hours of work lost computed at the employee's regular hourly rate. The Employer shall pay in this manner for jury duty service in an amount equal to not more than eighty (80) hours of regular pay and benefits; after eighty (80) hours, the Employer shall only be required to pay the Health and Retirement benefits for the remainder of jury duty service.
- Section 7. Bereavement leave. In the case of death in the immediate family, an employee shall be granted a leave-of-absence of three (3) working days with pay in State and five (5) working days with pay out of State. This leave-of-absence shall not be charged against sick leave. Immediate family shall consist of the following: Parents, Spouse's Parents, Spouse, Children, Stepchildren, Brothers and Sisters.

## ARTICLE XIII - HEALTH AND WELFARE

Section 1. a. The Employer has previously executed or will execute a Subscribers Agreement and by such agreement shall become and will remain a party employer to the Agreement and Declaration of Trust of the Office and Professional Employees Welfare Fund (hereinafter referred to as the Fund).

b. Should the monthly cost of the regular Employee plan exceed 125% of the monthly cost of the Employer's plan, the Employees may be transferred into the Employer's plan at the first available open enrollment period. The Employer's plan shall include family healthcare, vision and dental coverage. Should the monthly cost exceed 125% the Employer and the Union will meet and discuss options prior to any changes in coverage.

Section 2. a. Contributions for the existing plan shall be due by the Employer and coverage shall be provided by the Fund on the first of any given month for any regular employee who has worked at least seventy (70) hours in the previous calendar month. Work as used herein includes paid holidays, vacation and sick leave.

b. Contributions on any subsequent plan shall be due, and the eligibility timelines shall be established, per the plan rules of the new plan.

Section 3. Health and Welfare coverage of the alternative plan shall include the following:

1. For employees and their eligible dependents:

a. Comprehensive Hospital Medical Benefits and Prescription Drug Benefits not to exceed a total \$2,000 family annual deductible, and coverage not less than 80% - 20%.

## **ARTICLE XIII - HEALTH AND WELFARE - Continued**

b. Dental Expense Benefits not to exceed \$75 deductible per person, and coverage not less than 80% - 20%, nor an annual maximum limit less than \$2000 per person.

c. Vision Care Benefits with a deductible not to exceed \$50 per person per visit.

2. For employees only:

a. Extended Disability Benefits.

b. \$12,000 Life Insurance and Accidental Death and Dismemberment Benefits.

Section 4. The Employer shall contribute to the Fund a monthly amount which is required to maintain the current benefits listed in Section 3. The amount of such contributions shall be determined by the Board of Trustees of the Fund, or the parties to the Fund, and such action shall be binding on the Employer.

Section 5. The Employer contribution, as provided herein, shall be made on eligible employees on the effective date, after ninety (90) days of employment.

Section 6. The Employer shall continue contributions for the first calendar month following the month in which the employee begins a sick leave or personal leave of absence, or layoff. Thereafter, the employee shall make provision for the payment of the full amount of the contribution which is then to be paid by the employee.

## **ARTICLE XIV - SENIORITY**

Seniority is defined as an employee's continuous service with the Employer based upon the time actually spent on the payroll plus approved absence. An employee will lose seniority if he is discharged for just cause, when he quits, or when they have been laid off for a period in excess of one (1) year. Any employee who has been discharged and then reinstated by the Grievance Procedure shall retain his seniority.

## **ARTICLE XV - LAYOFF AND REHIRE PROCEDURE**

When it becomes necessary to lay off employees, they will be laid off according to their seniority, without regard to classification, provided the employee with greater seniority is capable and willing to perform work available in the office. In the event of a layoff it later becomes necessary to hire an employee within ninety (90) calendar days from the date of termination, recalls will be made in the reverse order of layoff, otherwise job vacancies shall be handled as per Article XVIII.

## **ARTICLE XVI - UNEMPLOYMENT INSURANCE**

Employers shall provide unemployment insurance coverage for all employees through the Employment Security Commission.

## **ARTICLE XVII - TERMINATION OF EMPLOYEES**

- Section 1. It is hereby agreed that the Employer has the right to discharge for sufficient and reasonable cause. The Employer agrees to advise the Union of any such discharge and the reasons thereof prior to such action.
- Section 2. Regular employees after six (6) months service shall be required to give one (1) week notice prior to termination of services, and the Employer shall be required to give one (1) week notice prior to termination of services or one (1) week severance pay in lieu of notice to regular employees. One week severance pay is equal to forty (40) hours at the employee regular rate of pay.

Regular employees who have been employed for three (3) years or more shall be required to give two (2) weeks notice prior to termination of services and the Employer shall be required to give two (2) weeks notice prior to termination of services or two (2) weeks severance pay in lieu of notice to the employee. Two weeks severance pay is equal to eighty (80) hours at the employee's regular rate of pay. Once the employee or the Employer has given the above required notice in writing, the notified party may elect to terminate service.

## **ARTICLE XVII - TERMINATION OF EMPLOYEES - Continued**

If the employee elects to terminate service after the required notice has been received, the employee shall receive pay for only the hours that have actually been worked. The Employer will pay no additional severance pay to the employee. The employee will receive all accrued vacation due.

If the Employer elects to terminate service after the required notice has been received, the Employer shall pay the employee for only the hours that have actually been worked. No additional severance pay will be paid to the employee. The employee will receive all accrued vacation due.

- Section 3. An employee resigning without giving the aforementioned notice shall not be entitled to any severance pay or vacation pay.
- Section 4. Vacation or vacation pay shall in no way be construed as payment for notice or termination pay.
- Section 5. Any controversy arising out of this discharge procedure concerning monies due will be arbitrated as set forth in Article XXIII and shall be binding, notwithstanding any other clauses in this Agreement.

## **ARTICLE XVIII - JOB VACANCIES**

- Section 1. The Employer agrees that when vacancies occur or when new employees are needed to perform work covered by the collective bargaining agreement, it shall notify the Union as to the number and type of employees desired and the Union shall endeavor to supply such help.
- Section 2. The Employer shall requisition all employees in the bargaining unit from the Hiring Hall list of Local Number 30. There shall be two lists - an "A" and "B" list.
1. The "A" list shall consist of the employees who have worked 1600 hours in the last four years for Employers signatory to the Local Number 30 Agreement.

## **ARTICLE XVIII - JOB VACANCIES - Continued**

2. When Group "A" has been exhausted, all other employees who are properly qualified and registered on Group "B" list and who are available for employment will be dispatched from the Hiring Hall.
3. The "B" list shall consist of any other applicants.
4. The Employer has the right to request any employee off the "A" list. The "B" list shall consist of any others who do not qualify for the "A" list.

Section 3. The selection of applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by Union membership, By-Laws, Constitutional provisions, or any other aspects or obligations of Union membership, policies, or Union requirements.

Section 4. The Employer has the right to make personal interviews of all applicants referred to him by Local Number 30.

Section 5. The Employer retains the right to reject any applicants referred by Local Number 30 for any lawful purpose.

## **ARTICLE XIX - VOTING**

All existing State and Federal Statutes or Decisions with regard to State and National Elections, etc., shall be complied with.

## **ARTICLE XX - VISITATION**

With the Employer's permission, it is mutually agreed that an employee has the right to discuss any grievance with the Union Representative during working hours.

## **ARTICLE XXI - REIMBURSEMENT TO EMPLOYEES**

Office employees are not to furnish normal office equipment or supplies unless properly reimbursed; and if any office employee incurs expense during the performance of his duties, he shall be reimbursed.

## **ARTICLE XXII - WAGE ASSIGNMENTS**

The Employer shall honor wage assignments executed voluntarily by employees when presented by the Union with such wage assignments, and shall accordingly deduct from the employee's wages the regular dues, initiation fees, reinstatement fees, regular and uniform assessments, and shall promptly remit all money so withheld to the Union. (All such wage assignments shall be revocable with applicable State and Federal laws.)

## **ARTICLE XXIII - GRIEVANCE AND ARBITRATION**

- Section 1. A grievance for the purpose of this Agreement is an alleged violation of a specific article and section of this Agreement. Should any grievance arise, the matter shall be settled in the manner outlined below.
- (a) An aggrieved employee must first present the grievance to the Employer and/or the Union Steward within two (2) working days after the alleged violation occurs.
  - (b) If the grievance is not settled in the first step within two (2) working days, it shall be presented in writing through the Union, to the Employer within five (5) working days thereafter.
  - (c) If no agreement can be reached on the grievance within ten (10) working days from the date it was first presented in writing to the Employer, either party may request the grievance be submitted to a disinterested party, mutually agreed upon by the parties. If the choice of the disinterested party cannot be agreed upon, the matter may be submitted to arbitration.



## ARTICLE XXIII - GRIEVANCE AND ARBITRATION - Continued

- (d) The parties may singly or jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) qualified arbitrators. Upon receipt of the names, the parties will alternately strike names until only one (1) name remains. That party is to be the Arbitrator. Striking of the first name is to be decided by casting a lot.
  
- (e) The fees of the arbitrator or disinterested party shall be borne equally by both parties. The decision shall be final and binding on both parties. The Arbitrator or disinterested party shall have no authority to add to, subtract from, or modify in any manner the terms and conditions as set forth in this Agreement.

## ARTICLE XXIV - PENSION

Section 1. Effective May 1, 2012, the Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund a contribution on behalf of each employee in the amount of **TWO DOLLARS AND SIXTY CENTS (\$2.60) per hour worked.**

Effective **October 24, 1988**, the Employer agrees to contribute to the National Electrical Benefit Plan a contribution on behalf of each employee in the amount of **THREE PERCENT (3%) of gross wages.** This is an additional benefit, over and above contributions to the Western States Office and Professional Employees Pension Trust Fund. The Employer contribution as provided for herein shall be made on eligible employees on the effective date, except for employees servicing their ninety (90) day probationary period. The contribution for probationary employees shall start on the first of the month following their ninety (90) day probationary period.

Section 2. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article.

Section 3. The Employer and employees agree to be bound by the terms and provision of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund.

## **ARTICLE XXIV - PENSION - Continued**

Section 4. Effective May 1, 2012, the Employer agrees to contribute on behalf of each employee the surcharge amount listed in the Supplemental Contribution Schedule provided by the Trustees of the Western States Office and Professional Employees Pension Fund. Should the Contribution Schedule change in any subsequent years, the Employer shall adopt the newest yearly schedule as presented by the Trustees of the Fund. If the Fund releases the Employer from the obligation to pay according to any Contribution Schedule, then the pension contribution shall be the amount contained in Section 1 of this Article.

## **ARTICLE XXV - UNION SHOP CARD**

The Employer agrees to permit the display of a Union Shop Card signifying that the office is staffed by members of the **Office and Professional Employees International Union, Local Number 30, AFL-CIO**, and under agreement with the Union. This card is to be the property of the Union.

## **ARTICLE XXVI - SEVERABILITY**

In the event that any provisions of this Agreement shall be found contrary to any State or Federal Statute or Decision, then such provision shall be deemed null and void, and its exclusion shall in no manner affect the balance of this Agreement.

## **ARTICLE XXVII - DURATION**

This Agreement shall be in full force and effect on and after the 1<sup>st</sup> day of May, 2015, to and including the 30<sup>th</sup> day of April, 2018, and shall be automatically renewed from year to year, unless the Union or signatory Employer serves upon the other party a ninety (90) day written notice to modify, amend or terminate this Agreement prior to May 1, 2018. If agreement upon such amendments or modifications is not reached before the 30<sup>th</sup> day of April, 2018, this Agreement automatically terminates, unless, prior to that date, the parties, in writing, have agreed to extend this Agreement for a specified period of time.

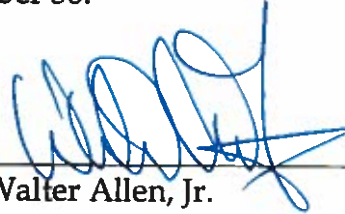
IN WITNESS WHEREOF, the parties hereto have caused their duly authorized signatures to be subscribed hereto on the day and year first above written.

Approved by Employer Negotiating Committee: Office and Professional Employees International Union, Local Number 30.



Dean Wine  
Business Manager/  
Financial Secretary  
IBEW Local Union 640

Date: 4-28-2015



Walter Allen, Jr.  
Executive Director/CFO  
OPEIU Local Union 30

Date: 5-7-15

**EXHIBIT A**

Section 1. It is hereby agreed that the following hourly rates reflected below shall be effective May 1, 2015.

Section 2. **HOURLY RATE SCHEDULE EFFECTIVE MAY 1, 2015:**

	<u>1<sup>st</sup> 6 Months</u>	<u>2<sup>nd</sup> 6 Months</u>	<u>After 1 Year</u>
<u>GROUP I</u> Receptionist/Typist	\$13.66	\$14.91	\$16.15
<u>GROUP II</u> General Office Wkr. Data Entry Clerk	\$17.40	\$18.65	\$19.85
<u>GROUP III</u> General Secretary Bookkeeper Asst.	\$21.12	\$21.74	\$22.37
<u>GROUP IV</u> Executive Secretary Bookkeeper	\$23.62	\$24.21	\$24.85

**HOURLY RATE SCHEDULE EFFECTIVE MAY 1, 2016:**

	<u>1<sup>st</sup> 6 Months</u>	<u>2<sup>nd</sup> 6 Months</u>	<u>After 1 Year</u>
<u>GROUP I</u> Receptionist/Typist	\$13.93	\$15.21	\$16.47
<u>GROUP II</u> General Office Wkr. Data Entry Clerk	\$17.75	\$19.02	\$20.25
<u>GROUP III</u> General Secretary Bookkeeper Assistant	\$21.54	\$22.17	\$22.82
<u>GROUP IV</u> Executive Secretary Bookkeeper	\$24.09	\$24.69	\$25.35

**EXHIBIT A Section 2 - HOURLY RATE SCHEDULE - Continued**

**HOURLY RATE SCHEDULE EFFECTIVE MAY 1, 2017:**

	<u>1<sup>st</sup> 6 Months</u>	<u>2<sup>nd</sup> 6 Months</u>	<u>After 1 Year</u>
<u>GROUP I</u> Receptionist/Typist	\$14.21	\$15.51	\$16.80
<u>GROUP II</u> General Office Wkr. Data Entry Clerk	\$18.11	\$19.40	\$20.66
<u>GROUP III</u> General Secretary Bookkeeper Asst.	\$21.97	\$22.61	\$23.28
<u>GROUP IV</u> Executive Secretary Bookkeeper	\$24.57	\$25.18	\$25.86

Section 3. Inexperienced Employees: There shall be a classification for inexperienced employees. This rating shall apply only to persons who have office training, but have never worked in an office and have no office experience. Records of their on-the-job training shall be kept by the job dispatcher for the Union who will furnish the records to the Employer for the purpose of determining their wage. Approval to use this classification must first be obtained from the Union. Inexperienced employees shall receive an hourly rate of:

**HOURLY RATE EFFECTIVE MAY 1, 2015:**

	<u>1<sup>st</sup> 30 Days</u>	<u>2<sup>nd</sup> 30 Days</u>	<u>3<sup>rd</sup> 30 Days</u>
TRAINEE:	\$9.45	\$10.13	\$10.46

**HOURLY RATE EFFECTIVE MAY 1, 2016:**

	<u>1<sup>st</sup> 30 Days</u>	<u>2<sup>nd</sup> 30 Days</u>	<u>3<sup>rd</sup> 30 Days</u>
TRAINEE:	\$9.64	\$10.33	\$10.67

**EXHIBIT A Section 2 - HOURLY RATE SCHEDULE - Continued**

**HOURLY RATE EFFECTIVE MAY 1, 2017:**

	<u>1<sup>st</sup> 30 Days</u>	<u>2<sup>nd</sup> 30 Days</u>	<u>3<sup>rd</sup> 30 Days</u>
TRAINEE:	\$9.83	\$10.54	\$10.88

At the end of the 90-day training program, the Employer must make a decision as to the classification or terminate said trainee.

Employees falling in Group I shall be able to perform all operations.

Employees falling in Group II shall be able to perform all operations in Groups I and II.

Employees falling in Group III shall be able to perform all operations in Groups I, II, III or any one of the operations listed in Group IV.

General Secretary - In addition to being a General Office Worker, includes one who exercises independent judgement in answering confidential correspondence without direction or dictation.

Employees falling in Group IV must be able to answer personal and confidential correspondence, with or without dictation, or must be able to perform all the duties of the other job descriptions, or is the personal secretary of the Business Manager of the Employer, or have complete charge of the books of the Organization.

## **EXHIBIT B**

The following list of holidays is submitted for observance. The first consideration will be given to those holidays observed by the Employing Office. If the Employer does not observe nine (9) holidays, the selection of additional holidays will be from the following list.

NEW YEARS DAY  
PRESIDENTS DAY  
MEMORIAL DAY  
FOURTH OF JULY  
LABOR DAY  
THANKSGIVING DAY  
THE DAY AFTER THANKSGIVING  
CHRISTMAS EVE DAY  
CHRISTMAS DAY

SIDE LETTER OF AGREEMENT

IBEW, LOCAL UNION 640/ OPEIU, LOCAL UNION 30


APRIL 13, 2015


The parties agree that the undersigned employees have demonstrated health insurance coverage under a separate source and are therefore allowed to opt out of the employer provided health care benefits covered under the collective bargaining agreement in Article XIII attached hereto.

These employees will receive a bonus payment in the amount of \$2,500 for each period of 12 consecutive-months during the current collective bargaining agreement in which they are not covered under the employer's plan provided they meet the following requirements:

- 1) Each Employee must declare their intent to "opt out" in writing for each 12 month period they wish to attain eligibility for the bonus.
- 2) Each Employee must provide the Employer with proof of alternate health coverage.
- 3) The Employee will be paid the \$2,500 bonus in the month following the completion of the 12<sup>th</sup> consecutive month without participation in the Employer's plan.
- 4) If an Employee returns to the employer's plan before completing 12 consecutive months without participation in the Employer's plan, the 12 month period will begin again should the Employee wish to "opt out" again.
- 5) The Employee(s) shall be eligible to return to the Employer's coverage at any time should their outside coverage be lost or changed. No bonus would be due if an employee returns to the employer's coverage during a contract year.

This agreement shall be for the term of the collective bargaining agreement ending April 30, 2018.

  
\_\_\_\_\_  
For the Employer  
4-28-2015  
Date

  
\_\_\_\_\_  
For the Union  
5-7-15  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of 1<sup>st</sup> Month of Personal Coverage

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of 1<sup>st</sup> Month of Personal Coverage

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of 1<sup>st</sup> Month of Personal Coverage

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of 1<sup>st</sup> Month of Personal Coverage