AGREEMENT

between

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 570

and

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 30, AFL-CIO



AUGUST 1, 2023 THROUGH JULY 31, 2026

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AGREEMENT

THIS AGREEMENT made and entered into this 31st day of <u>July 2023</u>, by and between the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #570, hereinafter referred to as the Employer, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL #30, AFL-CIO, hereinafter referred to as the Union, on behalf of the bargaining unit employees employed under the terms of this Agreement by INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL UNION #570.

WITNESSETH

WHEREAS, it is mutually agreed by and between the parties hereto as follows:

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 I 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, exclusive of designated Employer officials. The Employer agrees to abide by recognized Union principles and all applicable statutes of the State of Arizona.

SECTION 2. The Union agrees that the Employer is entitled to receive care and diligence in the performance of duties and to cooperate with the Employer for the benefit of the Employer's business during the life of this Agreement.

SECTION 3. The Union and the Employer agree that every effort will be made to administer this Agreement in accordance with the true intent of its terms and provisions, to the end of maintaining sound labor relations. The parties hereto will attempt to the best of their abilities to provide a good workable relationship between them.

SECTION 4. The spirit of this Agreement is one whereby the Employer will deal with its employees honestly, fairly, and with humanity consistent with sound business principles. The Union and its members agree not to do anything detrimental to the interests of the Employer.

SECTION 5. The Employer agrees to recognize the geographical jurisdiction of Office and Professional Employees International Union No. 30 as the following counties of the

State of Arizona:

Santa Cruz, Pima, Cochise, Greenlee, Graham and Pinal

ARTICLE II NONDISCRIMINATION

SECTION 1. The Union agrees that it will not coerce nor intimidate employees into becoming or remaining members of the Union. The Employer will not interfere with, restrain, coerce, intimidate nor discriminate against employees covered by this Agreement because of membership in or activity on behalf of the Union or on the basis of non-membership.

SECTION 2. Neither the Employer nor the Union in carrying out their obligations under this contract shall discriminate because of race, creed, color, national origin, sex, or age.

ARTICLE III AUTOMATION

Office employees, exclusive of designated Employer Officials, have complete jurisdiction over operation of any and all automatic office machines presently in use, and those to come in the future.

ARTICLE IV BONDING

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

ARTICLE V UNEMPLOYMENT INSURANCE-INDUSTRIAL INSURANCE

Employers having one or more employees shall provide unemployment insurance coverage through the Department of Economic Security and shall provide industrial insurance coverage through the State Compensation Fund or the Employer's private carrier.

ARTICLE VI JOB VACANCIES

SECTION 1. When a position is to be filled the Employer agrees first to notify the Union of job openings for positions covered by the Agreement and provide members of the Union an equal opportunity to fill the position. The Employer retains the right to determine the competence and qualifications of the applicants.

SECTION 2. Within five (5) days after a new employee starts to work, the Employer agrees to notify the Union, giving the name, address and social security number of the new employee's starting date, classification, and wage rate.

SECTION 3. Any position not covered in Classifications and Wages of this Agreement, but which does come under the Agreement of Office and Professional Employees

International Union, shall be submitted for negotiations between the Employer and the Union. In job vacancies it is mutually agreed that present employees shall be given first opportunity to qualify for the new position before any persons outside the bargaining unit are hired to fill the jobs.

ARTICLE VII PROBATIONARY PERIOD

SECTION 1. All regular and regular part-time employees may be regarded as probationary employees for the first ninety (90) calendar days of employment. Upon successful completion of the probationary period, employees shall receive seniority status as of their hire date. Until receiving seniority, any employee shall be subject to termination, discipline, or discharge at the sole discretion of the Employer, without recourse to the grievance procedure.

SECTION 2. At the close of the probationary period, the employee shall be considered a regular or regular part-time employee and shall be entitled to contract benefits as specified in this Agreement.

ARTICLE VIII JOB CLASSIFICATIONS AND TECHNOLOGICAL CHANGE

SECTION 1. An employee shall not be required to perform all occupations described in a job classification in order to be eligible for classification thereunder. An employee, in order to qualify for advancement, shall perform the work of higher-rated classifications as a regular duty, and may also be required to perform the work of lower-rated classifications.

SECTION 2. Employees shall be given the opportunity to advance to higher paid classifications by reason of their seniority, skill, and ability to perform the work required. Seniority shall be the controlling factor among employees with relatively equal skill and ability to perform the particular job. The Employer shall be the sole judge of employee's skill and ability. Job related educational courses and seminars required by the Employer shall be reimbursed by the Employer.

SECTION 3. When occupations are not adequately nor specifically described, such work duties shall be appraised and accordingly classified as belonging under the most appropriate job classification.

SECTION 4. In determining the proper rate of pay for new employees, experience gained in similar work with other employers may be applied against the wage progression herein provided.

SECTION 5. Where three or more employees are employed in the same office, in the Administrative Assistant II Classification, one shall be designated in a lead person capacity and said employee shall be paid thirty (30) cents per hour over the maximum of the Administrative Assistant II Classification. An employee may be designated in a lead capacity during the absence of the lead person and shall be paid thirty (30) cents per hour over current wage rate.

SECTION 6. Upon the introduction of any new type of machine or new type of work into the Employer's office or any work now in the office not classified, the Union and the Employer jointly shall determine by agreement as to what classification of work and rate of pay shall apply. In the event of failure on the part of the Union and the Employer to agree as to classification and rate of pay, the matter shall be taken up through the Grievance and Arbitration Procedure provided in this Agreement.

ARTICLE IX TEMPORARY AND REGULAR PART-TIME EMPLOYEES

SECTION 1. Temporary employees may be employed whenever an unexpected situation arises which necessitates the hiring of additional personnel to assist regular employees. Such employees shall then be defined as those who work on a day-to-day basis and may not work past sixty (60) calendar days without becoming a regular or regular part-time employee, unless mutually agreed to.

SECTION 2. An employee becoming a regular or regular part-time employee as described in Section 1 of this ARTICLE, will be required to serve the probationary period, and receive seniority status described in ARTICLE VII. The probationary period will begin when the temporary employee becomes a regular or regular part-time employee as required by this ARTICLE.

SECTION 3. All temporary employees shall receive the minimum of four (4) consecutive hours of work, or four (4) hours pay when called to work.

SECTION 4. Regular part-time employees are those employees who report to work each week and who work during the regular workweek, not to exceed twenty-five (25) hours in a workweek. Regular part-time employees shall receive not less than the scale provided for the classifications of work they perform.

SECTION 5. Regular part-time employees shall be covered by all the conditions as set forth in the Agreement for regular employees, except holidays, vacations and sick time shall be figured on a prorated basis consistent with the time regularly employed each month.

SECTION 6. Temporary and regular part-time employees will not be worked overtime if and when there is a regular qualified employee available and willing to work the required overtime.

SECTION 7. All employees shall be paid at the wage rate set forth in "Wages and Classifications".

ARTICLE X HOURS OF EMPLOYMENT

SECTION 1. The regular workweek shall consist of five (5) eight (8) hour days, and the minimum workweek, for regular employees, shall consist of not less than thirty (30)

hours per week, Monday through Friday. The regular workday shall be between the hours of 6:00 am and 5:00 p.m. The starting time may be changed by mutual consent of the union and the Employer.

SECTION 2. The lunch period shall be taken not more than five (5) hours after reporting for work. The Employer agrees that a rest period of fifteen (15) minutes shall be allowed each employee, each morning and afternoon. Rest periods shall be considered as time worked for the purpose of determining the workday. This time shall not be taken in conjunction with the employee's lunch hour, unless so arranged with the Employer, nor to disrupt the regular office routine.

SECTION 3. Employees will be required to clock in and out and sign their timecard if required by the Employer.

ARTICLE XI OVERTIME

SECTION 1. All hours worked in excess of eight (8) hours in any one day shall be paid at double the employee's hourly rate.

SECTION 2. Employees working Saturday, Sunday or on Holidays shall be allowed a minimum of four (4) hours at the rate of double the employee's regular hourly rate.

ARTICLE XII HOLIDAYS

SECTION 1. Employees coming under the jurisdiction of this agreement shall be allowed the following holidays with pay:

New Year's Day, MLK Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve and Christmas Day

The employee shall also have any additional holidays negotiated by the Employer for the Inside Agreement. Vacation or Personal time may be used to cover additional observed days in the event the office is closed, providing there is mutual agreement between the Employer and Employees.

Should any of these holidays fall on the weekend, one employee shall be allowed the preceding Friday as a paid holiday and the other employee shall be allowed the following Monday as a paid holiday. This will allow for one office employee to be on staff during normal office hours on either the preceding Friday or the following Monday of the weekend holiday. (It is understood that should two holidays fall on the weekend, one employee shall be off Thursday and Friday, while the other employee will be off Monday and Tuesday).

The schedule pertaining to which employee shall have off the preceding Friday or the following Monday shall be worked out between the employees prior to such said holiday.

No work shall be performed on Labor Day, except in case of extreme emergency.

SECTION 2. Any employee, who works on a holiday or days observed as such, shall receive double the regular hourly rate of pay in addition to straight time holiday pay.

SECTION 3. Regular part-time employees shall be paid for a holiday on a prorated basis consistent with the time regularly worked each month if the holiday falls within the time regularly scheduled to work.

ARTICLE XIII VACATIONS

SECTION 1. Vacations with pay are hereby established for all employees covered by this Agreement, and are earned and accrued, month by month, from the date of employment as follows:

An employee having one (1) year or more employment shall be entitled to two (2) weeks' vacation each year with full pay.

After six (6) months of employment, the employee shall be entitled to take any accrued vacation time earned.

An employee having completed five (5) years or more employment shall be entitled to three (3) weeks' vacation each year with full pay.

An employee having completed ten (10) years or more employment shall be entitled to four (4) weeks' vacation each year with full pay.

An employee having completed twenty-five (25) years or more employment shall be entitled to five (5) weeks' vacation each year with full pay.

SECTION 2. An additional one (1) week may be added to regular vacation period when mutually agreed upon by the Employer and Employee, this additional week to be taken without pay.

SECTION 3. Vacations shall be granted as a period of rest and relaxation for employees and must be taken during the yearly period immediately following vacation anniversary date, unless otherwise mutually agreed upon. Vacations shall be scheduled to accommodate the employee as is possible to avoid unnecessary interference with the employer's operation. Vacation pay shall be paid in advance of the start of employee's vacation and shall be computed at the employee's current regular rate of pay.

SECTION 4. Pay in lieu of vacation shall not be granted unless mutually agreed to by the employee and the Employer at the written request of the employee. The Employer will pay no more than two (2) weeks' pay, in lieu of vacation time, if granted. SECTION 5. In the event that the employee and the Employer mutually agree to carry over vacation time, in accordance with Section 3 above, such vacation pay will be paid at the rate in effect during such time that the vacation is taken.

SECTION 6. Any employee who resigns without two (2) weeks' notice to the Employer, or who is discharged for proper cause, shall be paid any pay for vacation time accrued in the year of service termination, but carried over vacation time will be forfeited. However, if an employee resigns and gives two (2) weeks' notice or is laid off for lack of work or financial reasons, accumulated vacation shall be paid in full to the employee.

SECTION 7. Should an employee die while in active employment status, the employee's designated beneficiary shall be paid all unused accumulated vacation at the rate of the employee's classification at the time of death.

ARTICLE XIV HEALTH AND WELFARE

In accordance with this Agreement and all Federal and State statutes, the Employer shall contribute the regular monthly premium to a mutually agreed upon insurance plan, for each regular full-time employee or, if mutually agreed upon, to the Employer's individual Health and Welfare Plan. The above premium shall be paid on regular part-time employees employed one hundred (100) hours or more per month.

ARTICLE XV MAINTENANCE OF STANDARDS

SECTION 1. It is expressly agreed that the wage scales herein provided for are minimum scales. No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours 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 at the sole discretion of the Employer.

SECTION 2. Office Employees shall not be required to furnish office equipment or supplies or furnish their own transportation to conduct the business of the Employer, and it shall not be a condition of employment.

SECTION 3. Office employees, who incur any expenses during the performance of their duties, shall be reimbursed for same. Employees who use their own vehicles to travel during working hours performing Employer's business, shall be paid the Federal mileage allowance per mile, plus any expense incurred for parking. Mileage shall not apply when the employee is furnished with a car.

ARTICLE XVI SICK LEAVE

SECTION 1. All permanent employees shall accrue, with pay, twelve (12) days' sick leave per year, accumulated at the rate of one (1) day per month from date of hire. For employees working other than a regular work week, sick time shall be prorated based upon the number of hours worked per month.

SECTION 2.

- (a) All unused sick leave shall be accumulated at the rate of one (1) day per month to a maximum of six (6) weeks, to be used as needed, with pay.
- (b) No employee will receive sick leave during their probationary period. However, upon completion of probationary period, and providing there has been no loss time taken, employees shall be given an automatic retroactive accrual of three (3) days sick leave.
- SECTION 3. If the employee is absent from work three (3) days or more, the Employer may require a doctor's certificate.
- SECTION 4. An employee may use up to three (3) days of accumulated sick leave per year for personal business.
- SECTION 5. Employees shall be allowed sick leave to provide the supplemental pay difference between industrial compensation and regular net take home pay.
- SECTION 6. Should an employee die under circumstances whereby that employee is not covered under Workmen's Compensation death benefits, the employee's designated beneficiary shall be paid all unused accumulated sick leave of the employee, at the rate of the employee's classification at the time of death.
- SECTION 7. Sick leave for the emergency care of a member of the immediate family shall be limited to the duration of the emergency situation, not to exceed five (5) working days for a single incident or ten (10) working days per calendar year. Members of the immediate family shall mean spouse, parent, children sister/brother (natural or step), or any other person not covered by the foregoing but living permanently in the employee's household.
- SECTION 8. Good Attendance Bonus: Upon retirement, an employee shall be paid an attendance-based bonus at the rate of pay of their permanent classification at the time of retirement for all unused sick leave hours.
- SECTION 9. Incremental units of sick leave may be used for purposes described above, to enable an employee to attain a maximum of forty (40) hours of paid time per week. Sick pay cannot be used to attain an overtime rate of pay. There will be no pay for time missed due to illness or personal reasons if an employee has exhausted their accumulated sick pay.

ARTICLE XVII SEVERANCE PAY

Upon retirement an employee will receive severance pay at their current rate of pay based on the following formula:

| 1 week | (40 hours) | pay |
|---------|---|--|
| 2 weeks | (80 hours) | pay |
| 3 weeks | (120 hours) | pay |
| 4 weeks | (160 hours) | pay |
| 5 weeks | (200 hours) | pay |
| 6 weeks | (240 hours) | pay |
| | 1 week 2 weeks 3 weeks 4 weeks 5 weeks 6 weeks | 2 weeks (80 hours) 3 weeks (120 hours) 4 weeks (160 hours) 5 weeks (200 hours) |

ARTICLE XVIII LEAVE OF ABSENCE

SECTION 1. Upon mutual agreement, in writing, leave of absence may be granted when an employee has a serious illness or has had an injury, for a period up to six (6) months if the employee so desires. Upon mutual agreement and submitted in writing, the leave of absence may be extended beyond the six (6) month period. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 2. By mutual agreement, the Employer may grant an unpaid leave of absence for a reasonable period of time to employees selected by the Union to perform work for the Union, such as attendance at Union Conventions and Conferences. Employees granted such leave of absence will retain and accumulate seniority during such leave period.

SECTION 3. An employee who has been granted a leave of absence in accordance with the provisions of this Article shall return to their regular job at the rate then current for the classification.

SECTION 4. An employee who fails to return to work promptly upon expiration of an authorized leave of absence, except in case of an emergency, may be terminated.

SECTION 5. In case of death in the immediate family (spouse, parents, grandparents, children, brother/sister, parents-in-law, brother/sister-in-law and additionally, any other person not covered by the foregoing but living permanently in the employee's household) an employee shall be granted a leave of absence not to exceed ten (10) days, three (3) days of which will be with pay. A part-time employee's leave with pay shall be prorated in accordance with time regularly employed. This leave is not to be charged against sick leave.

SECTION 6. An employee called to serve as a juror or report to the court for jury examination in response to a jury summons shall be paid the difference between the employee's daily wage and the amount the employee receives for serving such duty. If at least four (4) hours of the working day remain, the employee shall return to their

employment.

SECTION 7. An employee may use accumulated sick leave or vacation time during an approved leave of absence. No other pay or benefit payments will be made by the Employer, except as required by this Article or State or Federal law.

ARTICLE XIX DISCHARGE/LAYOFF

SECTION 1. The Employer may discharge an employee for sufficient and reasonable cause. Upon request from the Union, the Employer will give written notice to the employee and the Union, of such discharge, and reasons for such action.

SECTION 2. No employee shall be discharged because of union activities.

SECTION 3. In all cases involving layoffs or demotions due to layoff, or rehiring laid off employees, seniority based on continuous service with the Employer shall govern where fitness and ability are substantially equal. Any employee laid off shall retain their seniority for a period of one year, after one year, the employer has no obligation to recall such laid off employee.

SECTION 4. Any employee laid off by the Employer shall be given two (2) weeks' notice, or in lieu thereof, two (2) weeks' pay. This section shall not apply to probationary or temporary employees.

ARTICLE XX GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. Any disputes, misunderstandings, differences, or grievances arising between the parties as to the meaning, interpretation, and application of the provisions of this Agreement shall be processed in the following manner:

- (a) An employee must first present the grievance to the Employer and Union Steward, within five (5) working days from the date of occurrence, or the date the employee first becomes knowledgeable that an infraction has occurred.
- (b) If the grievance is not settled, the Union will then present the grievance in writing to the Employer within five (5) working days thereafter. The written grievance must specify the Article and Section of this Agreement alleged to have been violated; must be signed by the aggrieved employee or employees or Union and must specify the relief sought.
- (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 the Employer or the Union may request in writing that the matter be submitted to the Board of Adjustment within three (3) working days thereafter. The Board of Adjustment shall be comprised of two (2) representatives of the Union to be selected by the Union and two (2) representatives of the Employer to be selected by the Employer. Each party shall

appoint its representatives to the Board within three (3) working days from receipt of the appeal to the Board. The Board shall take up within five (5) working days and render its decision within five (5) working days. The decision of the majority of the board shall be final and binding upon the parties to this Agreement.

- (d) In the event the Adjustment Board fails to make a decision within five (5) working days after hearing the grievance, the Board will no longer have jurisdiction, and the Union may make written demand for arbitration within seven (7) working days thereafter.
- (e) Within three (3) working days after a written demand for arbitration, a representative of each party shall meet by mutual agreement and select an arbitrator. If they fail to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) persons qualified to act as such arbitrator. Upon receipt of said list, the representatives will select one of the seven (7) persons satisfactory to both. Failing to agree, they shall alternately strike one (1) name from the list until only one (1) name remains. A flip of the coin shall determine the party of first strike.
- (f) The Arbitrator shall hear the grievance at their earliest convenience and their decision shall be final and binding.
- (g) The Arbitrator shall have no power to alter, amend, change, add to or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement in the respect alleged in the written grievance, and if so, what the remedy shall be.

The decision of the Arbitrator shall be based solely upon the evidence and arguments presented to them by the respective parties in the presence of the other. The fees and expenses of the Arbitrator and other mutually agreed to costs of the arbitration proceeding shall be borne equally by the Employer and the Union.

Each party shall pay any expenses incurred by it in presenting and preparing its case.

ARTICLE XXI UNION REPRESENTATION

The Union Steward shall have the right to contact the employees at work with respect to this Agreement.

ARTICLE XXII UNION LABEL AND UNION SHOP CARD

SECTION 1. The privilege of using the Union Label may be extended to all Union Member employees as long as this Agreement remains in full force and effect, and so long as the Employer fulfills all of its terms and conditions.

SECTION 2. 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 No. 30, AFL-CIO, and under Agreement with the Union. The Union Shop Card to be the property of the Union.

ARTICLE XXIII PENSION

SECTION 1. The Employer agrees to contribute to the Western States Office and Professional Employees Pension Trust Fund. Effective August 1, 2013 - \$3.11 per hours worked.

SECTION 2. Effective August 1, 2019, the Employer will contribute a rate of five (5) percent of gross earnings to the IBEW Local Nos. 570 and 518 and Southern Arizona NECA Annuity plan for all eligible employees as defined in Article XXIII.

SECTION 3. Employees, who are not qualified by reason of age or other factors, other than requirements of Section 4 of this Article, to participate and/or derive benefits under a Pension Plan or annuity/retirement savings plan, shall receive a tax/burden adjusted equivalent contribution equal to the current negotiated contribution amount, in addition to their regular wage in lieu of the pension contribution.

SECTION 4. Regular part-time employees who work over seventy (70) hours per month shall be covered by the provisions of this Article. If a regular part-time employee does not accumulate the seventy (70) hours, said employee shall be paid the stipulated rate as listed in the Classifications and Wages page of this Agreement.

SECTION 5. The Employer and the employees agree to be bound by the terms and provisions of the Trust Agreement and amendments thereto, of the Western States Office and Professional Employees Pension Trust Fund or of any other Fund the parties mutually agree to for the purpose of providing retirement benefits to the employees covered by this Agreement.

SECTION 6. Upon receiving notice from Western States Office and Professional Employees Pension Trust Fund (the Fund), legal counsel, or either party, of a mass withdrawal, termination, insolvency or any regulatory take-over of the Fund, the parties agree to meet within three days to discuss requirements and actions to address continued participation in the Fund.

ARTICLE XXIV MODIFICATION

It is agreed by the parties to this Agreement, that in the event the laws, State or Federal, pertaining to the Union Security are changed by Congressional or Legislative Amendments, Court Decisions or Government or State Regulations or Decisions, they will immediately reopen this Agreement for negotiation on Union Security.

ARTICLE XXV ALTERATION AND VALIDITY OF AGREEMENT

SECTION 1. Should any portion of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such provisions shall be superseded by the appropriate provisions of such laws or regulations, so long as same is in force and effect, and such invalidation of such portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect. The Employer and the Union shall meet to negotiate new contract language to replace the particular provision(s) aforementioned, if requested by either party.

SECTION 2. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or conditions or covenants contained herein shall be made by any employee or group of employees with the Employer.

ARTICLE XXVI TERM OF AGREEMENT

All terms of this Agreement shall become effective the 1st day of August 2023, and shall continue in full force and effect until July 31, 2026, and shall be automatically renewed from year to year, unless the Union or Employer serves upon the other written notice by certified mail of desire to modify, amend, or terminate this Agreement, in which case, the written notice shall be given at least thirty-five (35) calendar days prior to the expiration date of this Agreement, or to the expiration of any automatic yearly extension.

IN WITNESS WHEREOF, THE parties being duly authorized have hereunto set their official seals, duly attested, this 31st day of July 2023.

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL #570 AFL-CIO

Joanua S. De Spain

Bysiness Manager/Financial Secretary

IBEW Local 570

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL #30 AFL-CIO

Marianne Giordano
Executive Director/CFO

OPEIU Local 30

Appendix A CLASSIFICATIONS AND WAGES

The following classifications and minimum wage scales shall be prevalent and binding to the Employer and the Employee:

CLASSIFICATIONS:

ADMINISTRATIVE ASSISTANT II - General Office Clerical, Cashier, Accounts Receivable. Assists the Business Manager and/or IBEW staff with Dispatch. Assists IBEW membership with questions, changes, tracking of hours and benefits. Works under the direction of the Business Manager or Designee (Office Manager). Responsible for general correspondence, and other administrative duties as assigned. Maybe responsible for maintaining and preparing reports.

ADMINISTRATIVE ASSISTANT I - General Office Clerical, File Clerk, Receptionist, Cashier, Posting Clerk, Mailings.

Office Manager - Description and wage scale attached.

Temporary Worker – August 1, 2023-August 1, 2026 \$17.50

Regular and Part Time Employees:

Across the board wage increases for Admin I and Admin II shall be 4% 2023, 3% 2024, 2% 2025.

WAGES:

<u>Temporary Worker August 1, 2023 - August 1, 2026 \$17.50</u>

Administrative Assistant I

| | Current | 8/1/2023 | 8/1/2024 | 8/1/2025 |
|-----------------|---------|----------|----------|----------|
| 1st six months | 15.89 | 16.73 | 17.39 | 17.84 |
| 2nd six months | 16.93 | 17.77 | 18.43 | 18.88 |
| 3rd six months | 18.57 | 19.41 | 20.07 | 20.52 |
| 4th six months | 20.37 | 21.21 | 21.87 | 22.32 |
| After two years | 21.05 | 21.89 | 22.55 | 23.00 |

Administrative Assistant II

| | Current | 8/1/2023 | 8/1/2024 | 8/1/2025 |
|----------------|---------|----------|----------|----------|
| 1st six months | 18.87 | 19.91 | 20.72 | 21.28 |
| 2nd six months | 20.51 | 21.55 | 22.36 | 22.92 |
| 3rd six months | 22.65 | 23.69 | 24.50 | 25.06 |
| 4th Six months | 24.78 | 25.82 | 26.63 | 27.19 |
| After 2 years | 26.11 | 27.15 | 27.96 | 28.52 |
| After 5 years | 27.61 | 28.71 | 29.57 | 30.16 |
| After 10 years | 29.11 | 30.27 | 31.18 | 31.80 |

Office Manager Admin II 10-year hourly rate + \$1.20

| August 1, 2023 | 31.47 |
|----------------|-------|
| August 1, 2024 | 32.38 |
| August 1, 2025 | 33.00 |

Effective August 1st, 2023, the Office Manager shall be paid \$1.20 above the 10-year wage rate of the Administrative Assistant II classification.

Appendix B OFFICE MANAGER I.B.E.W. LOCAL #570

The Office Manager shall report directly to the Business Manager of Local #570. They shall be fully qualified and capable of performing all job duties and functions of the lower classifications and will continue to occupy and perform the functions of the Administrative Assistant II employee.

The Office Manager shall be held responsible for, but not limited to the following:

Assuring that all pertinent work assignments are completed in prescribed time frames.

Shall be responsible for training other office employees working under their direction.

All office employees will take direction from the Business Manager. In the absence of the Business Manager, the Office Manager will determine work assignments.

Shall have a working knowledge of all office equipment, and will be expected to maintain, administer, and keep current all records and data stored on computer hardware and software.

Will be expected to carry out all other work assignments, duties and functions issued by the Business Manager of Local #570.

The authority to set policies and hours of work, and the decision to fill the position of Office Manager, should the position be vacated for any reason, shall remain solely with the Business Manager of IBEW Local #570.

Appendix C CHECK-OFF AUTHORIZATION

I hereby authorize and direct IBEW Local #570 to deduct from my pay, Union Membership initiation fee, dues and assessments in the amount fixed in accordance with the by-laws of OPEIU Local Union #30 and the Constitution of the International Union, and transmit same to the Treasurer of OPEIU #30 at: 6136 Mission Gorge Rd., Suite 214, San Diego, CA 92120

| Initiation Fee |
|---|
| Monthly Dues Effective |
| This authorization shall be irrevocable for a period of one year from the date hereof or until the termination date of said Agreement whichever occurs sooner, and I agree that this authorization shall be automatically renewed and irrevocable for successive periods of one year unless revoked by written notice to you and the Union ten (10) days prior to the expiration of each one year period, or of each applicable bargaining Agreement between the Employer and the Union, whichever occurs sooner. |
| Signature |
| Date: |

Appendix D DESIGNATED BENEFICIARY

Per Article XVI Sick Leave, Section 6:

Should an employee die under circumstances whereby that employee is not covered under Workmen's Compensation death benefits, the employee's designated beneficiary shall be paid all unused accumulated sick leave of the employee, at the rate of the employee's classification at the time of death.

Per Article XIII Vacations, Section 7:

Should an employee die while in active employment status, the employee's designated beneficiary shall be paid all unused accumulated vacation at the rate of the employee's classification at the time of death.

| Effective Date: | | | | |
|----------------------------|------------|------|-------|--|
| Last Name | First Name | | M.I. | |
| Address | | City | State | |
| Social Security No | | | | |
| Beneficiary and Relationsl | nip | | | |
| Address of Beneficiary | | | | |
| City, State | | | | |
| Signature of Employee | | | | |

