

COLLECTIVE BARGAINING AGREEMENT

by and between

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

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL 12, AFL-CIO**



August 1, 2021
to
July 31, 2024

THIS AGREEMENT, entered into by INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 12, AFL-CIO, hereinafter referred to as the "Employer" and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL30, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 – RECOGNITION

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all employees employed in the IBEW Local 12 Business Office in receptionist, clerical, bookkeeping and accounting positions.
- 1.2 There shall be no reduction in force in the existing bargaining unit unless the Employer satisfactorily proves to the Union the necessity for such reduction. There shall be no outsourcing or replacement of current employees with non-bargaining unit employees.

ARTICLE 2 – UNION SECURITY

- 2.1 Present employees covered by this Agreement, and new employees hired after the date hereof, shall, as a condition of employment, become members of the Union between the thirtieth and thirty-fifth day following the date of this Agreement, or the date of employment, whichever is later, and shall remain members in good standing of the Union during the term of this Agreement. "Good standing" for the purpose of this paragraph is interpreted to mean the payment or tendering of initiation fees and periodic Union dues. The Employer will notify Local 30's office of any openings and will give first consideration to any qualified Union members.
- 2.2 Employees may have a Union representative present at meetings concerning disciplinary action, discharge, or layoffs provided a Union steward or representative is available within a reasonable period of time. This provision does not diminish nor preclude the Employer's right to take just and necessary action in the above instances.

ARTICLE 3 – HOURS OF EMPLOYMENT

- 3.1 Eight (8) consecutive hours between the hours of 8:00 A.M. and 5:00 P.M., exclusive of lunch period shall constitute a day's work. Forty (40) hours, Monday through Friday inclusive, shall constitute a weeks work. A regular full-time employee shall be guaranteed eight (8) hours of work each day of the established work week.
- 3.2 The Employer shall provide within the regular working hours a rest period of fifteen (15) minutes within each three and one-half (3 ½) hour period of work, such rest period to be arranged at an approximate mid-point within the period or at a time mutually convenient to the Employer and the Union employee. Where working

shifts comprise a morning and afternoon work period, these rest periods will usually be mid-morning and mid-afternoon breaks.

- 3.3 Employees shall have the right to leave their offices for the fifteen (15) minute break.

ARTICLE 4 – OVERTIME

- 4.1 All work performed over eight (8) hours in any one day, or over forty (40) hours in one work week, shall be considered overtime and paid for at the rate of time and one-half (1 ½) the employee's base hourly rate of pay. For overtime calculation purposes, overtime will be calculated by the tenth of an hour. Example 1/10 of an hour = 6 minutes, 5/10 = 30 minutes. All work performed on Sunday shall be considered overtime and paid for at the rate of double (2) the employee's base rate of pay. Any employee required to remain more than two hours beyond their regular quitting time shall be provided the sum of \$12.50 for the purpose of purchasing a meal. In the event the employee is required to remain in excess of four (4) hours, such employee will be afforded a thirty-minute period with pay during which to eat the meal.
- 4.2 An employee called to work or called back to work, shall receive a minimum of four (4) hours work or pay, therefore, at the rate of time and one-half (1 ½) the employee's base hourly rate of pay.
- 4.3 In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

ARTICLE 5 – HOLIDAYS

- 5.1 The following holidays shall be observed with no reduction in salary: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the last workday before Christmas Day, Christmas Day, and the last workday before New Year's Day. Should any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. In the event any of the holidays fall on Saturday, they shall be celebrated on the preceding Friday unless otherwise mutually agreed
- 5.2 Any employee, who is required to work on any of the aforementioned holidays, will be compensated for hours worked at double (2) their hourly rate of pay in addition to the compensation which the employee shall receive for an un-worked holiday.

ARTICLE 6 – VACATIONS

- 6.1 Each employee shall receive vacation pay each year according to the following schedule of consecutive years of service:

Hours of paid vacation per year

After one (1) year:	40 hours
After two (2) years:	80 hours
After seven (7) years:	120 hours
After twelve (12) years:	160 hours

An employee may elect to carry over a maximum of forty (40) hours earned vacation time from anniversary year to anniversary year. Vacation may be taken in one-half (1/2) day increments. No more than two (2) weeks may be taken consecutively without Employer approval.

- 6.2 Upon leaving the service of the Employer, an employee shall receive all accrued but unused vacation pay. Such pay shall be prorated at the rate of one-twelfth (1/12) of annual vacation to which the employee is entitled for each full month of service up to the time of termination. However, in the event an employee is terminated before the employee has completed one (1) year of service, the employee shall receive vacation pay at the rate of one (1) day's pay per month for each month of service over three (3) months.
- 6.3 Employees shall be given first choice by seniority in selecting the time of their vacations. Vacations will then be taken after Employer approval.
- 6.4 Should a holiday fall during an employee's vacation, the employee shall have the option of another day off at the end of the vacation period or holiday pay in addition to vacation pay.

ARTICLE 7 – SICK LEAVE

- 7.1 The Employer shall grant sick leave with pay which may be used for illness of the employee, their spouse, or for doctor, dental, eye care, mental health and other medically related treatments and/or appointments. Sick leave shall be earned at the rate of five (5) hours per month beginning with the first month of employment. Unused sick leave shall be accumulated to a maximum of three hundred and twenty (320) hours. The Employer may require that the employee obtain a doctor's certificate or other proof of illness.
- 7.2 Upon submission of medical certification showing proof of disabling illness, an employee shall be entitled to a leave of absence for up to twelve (12) months. During such period the employee shall continue to hold and accrue the seniority and the right thereof to work (or job positions) per Article 14 of the Agreement, provided however, the Employer shall not be required to pay any benefits after the first three hundred twenty (320) hours of such leave.
- 7.3 Upon termination of employment, the employee shall be paid for 50% of all accrued but unused sick leave.

ARTICLE 8 – PERSONAL LEAVE OF ABSENCE

- 8.1** The employee shall be granted forty-eight (48) hours personal leave of absence per year on the first day of his/her anniversary month at the employee's base rate of pay for personal business. New employees shall be granted their personal leave of absence after successful completion of their probationary period. Such personal leave of absence shall be taken at the discretion of the employee, with the concurrence of management, in increments of no less than one-half hour.

ARTICLE 9 – JURY DUTY

- 9.1** In the event that it is necessary for the employee to serve on jury duty or if the employee is subpoenaed or appears as an involuntary witness, the employee shall incur no loss of pay, in accordance with the following: pay for such jury duty shall be limited to thirty (30) calendar days or twenty (20) working days. Jury pay shall not be granted for employee's regularly scheduled days off.

ARTICLE 10 – BEREAVEMENT BENEFITS

- 10.1** Employees shall be excused from work without loss of pay for a maximum of three (3) consecutive days to attend the funeral of a member of their immediate family. For the purpose of this Article, the immediate family is defined as the employee's mother, father, child (including legally adopted children and foster children) brother, brother-in-law, sister, sister-in-law, spouse and mother and father of current spouse, grandparents and grandchildren of employee, and grandparents of current spouse, step-parents and step-children.
- 10.2** In the event an aunt or uncle of the employee dies, the employee may be allowed up to a total of eight (8) hours per year bereavement leave in order to attend the funeral without loss of pay.
- 10.3** If the funeral is in excess of a 250 mile radius of Pueblo two additional days may be granted by the Business Manager of Local #12 for justifiable circumstances.

ARTICLE 11 – LEAVES OF ABSENCE

- 11.1** After one year's service a leave of absence without pay, not to exceed a period of three (3) months, for reasons deemed justifiable by the Employer, may be granted to an employee by the Employer. Provided, however, that the Employer shall not be required to pay any benefits or wages during such leave. When such leave of absence is granted by the Employer, it shall not impair the employee's seniority as set out in Article 13 hereof. The Union shall be notified in writing by the Employer when such leave of absence or extension is granted to any employee covered by this Agreement. An employee who misrepresents or overstays the leave of absence will lose rights to re-employment, unless otherwise agreed to by the Employer.

11.2 UNION LEAVE OF ABSENCE – Union Service Leave is a three (3) year leave of absence without pay to be granted an employee who is elected, appointed or selected by the Union to perform full-time work for the Local Union.

11.3 Union members will be allowed necessary leave without pay for the purpose of attending to union business, providing the request is made at least three (3) working days in advance, and that the absence does not seriously, adversely affect the business of the Employer.

ARTICLE 12 – NO REDUCTION

12.1 No clause in this Agreement shall have the effect of lowering the wage rates of any employee covered by this Agreement and, further, no work condition shall be lowered as a result of the signing of this Agreement.

12.2 The Employer agrees to continue providing the coffee, tea, hot chocolate, cup of soup, popcorn, aspirin, antacids, Tylenol and tissues.

ARTICLE 13 –SENIORITY

13.1 Until the ninetieth (90) calendar day of employment, a new employee shall be considered a probationary employee and may be terminated at the discretion of the Employer. There shall be no responsibility on the part of the Employer to retain the employee.

13.2 No new hired employees shall have any length of service credit during the probationary period. After an employee has satisfactorily completed the probationary period, length of service shall then date back to the date of her/his most recent date of hire and the employee shall be considered a regular employee and shall then be eligible for contractual benefits.

13.3 Probationary employees will not receive benefits according to the terms and provisions of this agreement. The employer agrees to make contributions on behalf of probationary employees after the first ninety (90) days have been served.

13.4 Seniority shall govern in all reduction of force and recall after layoff, all promotions, demotions and preference of vacation periods.

13.5 Seniority shall terminate for any of the following reasons:

- A. Voluntary quitting
- B. Discharge for just cause
- C. Layoff for lack of work for a period in excess of one (1) year

ARTICLE 14 – LAYOFF NOTICE

- 14.1** The Employer agrees not to lay off an employee without thirty (30) days notice or two (2) weeks pay in lieu thereof, unless dismissal is for just cause. The employee shall give one (1) weeks notice to the Employer in case of intended resignation. The provision of this Article shall not apply to extra workers.
- 14.2** In the event of a lay off, severance pay shall be paid at the rate of two (2) weeks pay at the employee's base rate of pay for every year of service or portion thereof. All lay offs shall be by reverse seniority (last hired, first laid off), all laid off employees shall have the right of recall for one (1) year from date of lay off. All recalls will be by seniority.

ARTICLE 15 – PERMANENTLY EMPLOYED PART-TIME EMPLOYEES

- 15.1** Employees may be permanently employed on an as needed basis. These employees shall be paid at the straight time hourly rate for all hours worked within eight (8) hours in the regular work week, provided that the overtime provisions of Article 4 shall be applicable for any other work performed by these employees. Part-time employees must work over eighty (80) hours per month to be eligible for all of the other provisions of the Agreement pro-rated on the basis of the hours of employment, except as provided for in Article 18, Article 19, and Article 20.
- 15.2** The Employer shall not be permitted to employ more than one part-time employee on a permanent basis unless the Employer employs at least one full-time employee provided that the full-time employee can satisfactorily perform the work, subject to the grievance and arbitration procedure as outlined in this Agreement.
- 15.3** The Employer may not employ more than two part-time employees in any one office except by mutual agreement of the parties' signatory hereto.
- 15.4** **TEMPORARY EMPLOYEES** – Temporary employees shall be paid at the per hour rate defined in Article 19. Temporary employees shall not be hired for more than ninety (90) calendar days, unless the temporary employee was hired with the implicit understanding that they were only hired for a specific project that might exceed the ninety (90) days. Temporary employees are not entitled to any benefits provided by this contract except for wages in Article 19.
- 15.5** The Employer shall notify the Union of all temporary employees at their time of hire. Temporary employees shall be required to pay a work permit fee to OPEIU Local 30 for time worked.
- 15.6** In the event a temporary employee becomes a permanent employee, the employee shall then serve a sixty (60) day probationary period which may be extended an additional thirty (30) days pursuant to Article 13 of the Agreement, if it becomes apparent to the Employer that the temporary employee needs additional training. If

the employee is retained by the Employer following the probationary period, the Employee's Seniority date, as referenced in Article 13, shall be established from the last continuous date of hire.

ARTICLE 16 – SAVINGS CLAUSE

- 16.1** In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions thus invalidated and all remaining portions of this Agreement not invalidated shall remain in full force and effect; any substitution for the invalidated portion which is mutually agreed upon between the parties shall be reduced to writing and made a part of this Agreement.

ARTICLE 17 – RIGHTS OF MANAGEMENT

- 17.1** The Employer retains the right to manage the office and direct the working forces, including the right to hire, promote, transfer, suspend, discipline or discharge for just cause subject to appeal under the grievance and arbitration procedure herein established.

ARTICLE 18 – HEALTH & WELFARE

- 18.1** The Employer shall make contributions to the Eighth District Electrical Benefit Fund (the Fund) on behalf of each full-time eligible employee in the same amount as is contributed on behalf of a Journeyman Wireman. This amount may increase or decrease in subsequent years in accordance with the IBEW Local 12 Inside Construction Agreement. In addition to the above, the Employer shall contribute to the Fund, on behalf of each full-time eligible employee, the same amount as is contributed on behalf of a Journeyman Wireman for each hour paid into their Personal Care Account. This amount may increase or decrease in subsequent years in accordance with the IBEW Local 12 Inside Construction Agreement.
- 18.2** The Employer contribution as provided herein shall be made on full-time eligible employees on the effective date, except for employees serving the ninety (90) day probationary period. The contribution for probationary employees shall start on the first day of the month following the ninety (90) day probationary period.
- 18.3** The Employer shall continue payments for the first ninety (90) days, or the period of time for which the employee is entitled to be paid time (vacation, sick leave, personal leave of absence, or who is on a temporary layoff status) whichever is longer. After such time the employee shall make provisions for the payment of the full amount of the contribution which is then paid by the employee.
- 18.4** Regularly scheduled part-time employees who work eighty (80) or more hours per month for three (3) consecutive months shall be covered through a Memorandum

of Agreement between the Employer, the employee and the Union. This shall not apply to extra help covering for vacation periods or sick leave.

ARTICLE 19 – CLASSIFICATION AND WAGES

19.1 Employees shall be paid the following minimum scale of wages:

CLASSIFICATION

Temporary Employees	40% of current Journeyman Wireman scale
Clerical/Bookkeeper Assistant	50% of current Journeyman Wireman scale
Bookkeeper/Administrative Assistant	60% of current Journeyman Wireman scale
Accountant/Administrative Assistant	80% of current Journeyman Wireman scale

* If a vacancy occurs in the Accountant/Administrative Assistant position, existing unit employees who bid on the position will be required to adequately prove they have the knowledge and necessary skill level to perform the job requirements as defined by management.

At Management's discretion the Bookkeeper/Administrative Assistant may be upgraded to the Accountant/Administrative Assistant classification and pay. Such assignment shall not be made unless the Accountant/Administrative Assistant is absent for a minimum of five (5) consecutive work days.

ARTICLE 20 – PENSION

- 20.1** The Employer shall contribute to the Eighth District Electrical Pension Fund, on behalf of each full-time eligible employee for each hour paid, in the same amount as is contributed on behalf of a Journeyman Wireman. This amount may increase or decrease in subsequent years in accordance with the IBEW Local 12 Inside Construction Agreement.
- 20.2** The Employer agrees to submit monthly reports as directed by the Trustees and shall pay said contributions to the Eighth District Electrical Pension Fund, within fifteen (15) days after the end of each calendar month.
- 20.3** The Employer shall be bound by and fully comply with all of the terms and provisions of said Trust Agreement and the rules and regulations adopted by the Trustees, together with any and all amendments, changes or additions thereto.
- 20.4** The Employer shall contribute to the Eighth District Electrical Pension Fund Annuity Plan, on behalf of each full-time eligible employee for each hour paid in the same amount as is contributed on behalf of a Journeyman Wireman. This

amount may increase or decrease in subsequent years in accordance with the IBEW Local 12 Inside Construction Agreement.

- 20.5** The Employer shall contribute to the NEBF Pension Fund on behalf of each full-time eligible employee for each hour paid on a non-bargaining participant basis. Such contribution amount shall be set by the Fund.
- 20.6** Regularly scheduled part-time employees who work eighty (80) or more hours per month for three (3) consecutive months shall be covered by the provisions of this Article through a Memorandum of Agreement between the Employer, the employee and the Union. This shall not apply to extra help covering for vacation periods or sick leave.

ARTICLE 21 – MATERNITY LEAVE

- 21.1** The Employer will establish reasonable rules to govern maternity leave in accordance with Title VII of the Civil Rights Act. Such rules shall be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 22 – DISCIPLINE PROCEDURE

- 22.1** In the administration of this Article, a basic principle shall be that discipline should be corrective in nature, rather than punitive. No employee may be disciplined or discharged except for just cause such as, but not limited to, insubordination, pilferage, intoxication (drugs or alcohol), incompetence, failure to perform work as requested, or failure to observe safety rules and regulations.

Any such discipline or discharge shall be subject to the grievance and arbitration procedure provided for in this Agreement, which could result in reinstatement and restitution, including back pay.

Progressive disciplinary procedures

- a. Managers shall make every attempt to issue Notices of Disciplinary Action within 30 calendar days of the supervisor's knowledge of the infraction.
- b. Exceptions will include such examples as a prolonged investigation, employee or supervisor unavailability.
- c. Managers shall notify the Union in all cases where exceptions are anticipated.

Step One:

Verbal Warning with written notation signed by employer and employee. Copies of the notation are to be placed in the employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of the employee;
3. Nature of the offense;
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on its nature.

Step Two:

Written Warning with written notification signed by employer and employee. Copies of written warnings are to be placed in employee's personnel file, given to the employee, and sent to the Union. The notation shall include:

1. Date of the offense;
2. Name of employee;
3. Nature of the offense
4. Action required to correct the offense; and
5. Allowance of adequate time to correct the offense depending on the nature.

Step Three:

Final Written Warning if the offense is not corrected within the time allowed in Section 5 of the Step Two above, and third final written warning will be given. Copies of the third written warning are to be placed in the employee's personnel file, given to the employee, and sent to the Union. This notice shall include:

1. Date of the subsequent offense that was the same as the offense in Step Two;
2. Name of the employee;
3. Date of the first written warning given in Step Two;
4. Nature of the offense, and an explanation of why it was not corrected in Step Two;
5. A determination as to whether additional training is necessary, or is not required because the correction of the offense is within the control of the employee.
6. The amount of additional time allowed for correcting the offense depends on its nature.
7. Possible maximum one week suspension without pay.

Step Four:

Termination If the additional training and/or the additional time allowed to correct the offense as provided in Step Three does not remedy the problem, the employee will be terminated with a written letter.

If the same offense occurs after 12 months from the conclusion of the corrective action contemplated in Step Three, the progressive disciplinary process will begin again with Step One.

The employer must maintain certain personnel records for matters related to litigation and otherwise. However, future violations of the same offense occurring greater than 12 months from the conclusion of the corrective action contemplated in Step Three will not be considered when evaluating the employee's compliance with Steps One and Two.

- 22.2 Nothing in this article is intended to preclude an employee from having a Union Steward or Representative present at a disciplinary interview.

ARTICLE 23 – GRIEVANCE AND ARBITRATION

- 23.1 Definition: A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to any matter of wages, hours and working conditions, or any dispute between the parties involving interpretation or application of any provision of this Agreement.

The parties to this Agreement agree to make a good faith effort to resolve disputes expeditiously.

All grievances shall be handled in the following manner:

- A. STEP ONE: A grievance may be filed no later than ten (10) working days after the grievance first becomes known, or should have become known. The grievance must be presented by the Union or the aggrieved employee to the proper supervisor involved and the parties should meet within five (5) working days in an effort to resolve said grievance. In the event that a physical meeting is to take place, said meeting must be mutually agreed upon as to the day, time and location. If the grievance is not resolved with the supervisor within one (1) working day, the grievance shall be reduced to writing, citing the Article and Section of this Agreement which has been allegedly violated.
- B. STEP TWO: If the grievance is not settled in Step 1, the written grievance may, no later than five (5) working days after the time limitations set forth above for Step 1, be referred by the Union to the Employer for discussion and resolution by the Employer. If the grievance is not resolved at this Step of the grievance and Arbitration Procedure within five (5) working days the grievance will be moved to Step Three, arbitration. If the grievance is rejected at this Step of the Grievance and Arbitration Procedure, the

Employer will state the reasons for such rejection in writing to the Union.

- C. STEP THREE: If the grievance is not settled at Step 2, the Union may request an arbitrator within fifteen (15) working days immediately following the Step 2 decision, by delivering a written notice to the Employer.

Within five (5) working days after receipt of notice of intent to arbitrate, the Union will request the Federal Mediation and Conciliation Service to furnish a list of five arbitrators from which the arbitrator shall be selected. Such selection shall be accomplished within five (5) working days by the Employer and the Union alternately striking one (1) name from the list, in turn, until only one (1) name remains.

The one striking first will be decided with the flip of a coin.

- 23.2** The cost of the arbitrator, and the cost of necessary expenses required to pay for facilities for hearing of the cases shall be borne equally by the Employer and the Union.
- 23.3** The decision of the arbitrator shall be submitted in writing and shall be final and binding on all parties.
- 23.4** The parties to any stage of the Grievance Procedure or the arbitrator cannot have the authority to modify or amend, alter, add to, or subtract from, any provision of this Agreement.
- 23.5** The Grievance shall be considered null and void if not filed and processed by the Union or the employee represented by the Union, in accordance with the time limitations set forth above, unless the parties involved agree to extend said time limitations.
- 23.6** The arbitrator shall not have the authority to excuse a failure by the Union, or the aggrieved employee to comply with time limitations set forth above, regardless of the reasons given for such failure.

ARTICLE 23 – MILEAGE

- 23.1** Employees may be required to use their personal vehicle when a need is determined by the Employer. Such required use shall not exceed twenty five (25) miles per week. For such use, the Employer agrees to pay the maximum allowable I.R.S. rate per mile for all such miles plus any appropriate parking fees. The Employer shall not be responsible for any other costs incurred for such use, including any and all

motor vehicle violations such as parking tickets or any moving violations of any kind.

ARTICLE 24 – UNION LABEL

- 24.1** The OPEIU Logo is the exclusive property of Office and Professional Employees International Union, and may be used only by members of OPEIU on documents which are produced and/or processed by members of OPEIU.

ARTICLE 25 – NO DISCRIMINATION

- 25.1** It is agreed that the parties to this Agreement will not discriminate against any employee because of race, color, creed, religion, national origin, marital status, sex or age.

ARTICLE 26 – QUALITY OF WORK LIFE

- 26.1** Recognizing the desirability of mutual efforts to improve the work life of the employees and enhance the effectiveness of the organization, the Employer and the Union express their mutual belief that by encouraging greater employee participation, work can be made more satisfying and organizational performance and service quality can be improved. Therefore, the parties agree to continue cooperation in developing a spirit of mutual trust and respect by establishing a process whereby employees meet periodically with management for the purpose of coordinating efforts to improve quality of work life.

ARTICLE 27 – CHECK-OFF

- 27.1** The Employer shall deduct from the wages of any employee who submits a voluntary authorization card, an amount designated by such employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that employees receive their regular paychecks.
- 27.2** Any change in the rate of dues and/or initiation fees levied by the Union will be put into effect the first month following written notice from the Union. Deductions shall be in such amounts as are designated to the Employer in writing by the Union.
- 27.3** The Union shall provide deduction assignments to the Employer for each employee, prior to such deductions.
- 27.4** The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability, including but not limited to, and expenses associated with any arbitration that shall arise out of, or by reason of the compliance of the Employer with this Article.

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ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall be in full force and effect from the first day of August, 2021 to and including the thirty-first (31st) day of July, 2024, and shall continue in full force and effect from year to year thereafter unless the Agreement is terminated or changed pursuant to the following conditions:

- 1) If either party elects to terminate the Agreement, such party shall, on a date not less than sixty (60) days, nor more than ninety (90) days prior to expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action the Agreement shall, for all purposes, terminate as of the expiration date of the Agreement.
- 2) If either party elects to change any of the provisions of the Agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of the Agreement, give written notice to the other party.
- 3) If either party is served with notice of desire to change or modify this Agreement, negotiations must commence within fifteen (15) days of such notice which time may be extended by mutual agreement.

**OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL 30**

By: Marianne Mordano

Title: Executive Director/CFO

Date: 5/26/2021

**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL
UNION 12**

By: Thomas Kelly

Title: BUSINESS MANAGER

Date: 6-10-2021

MEMORANDUM OF AGREEMENT

By and between

Office and Professional Employees International Union
Local Union #30, AFL-CIO

And the

International Brotherhood of Electrical Workers
Local Union #12

It is hereby agreed and understood by the parties' signatory hereto to modify the current collective bargaining agreement dated August 1, 2021 through July 31, 2024 as follows:

ARTICLE 19 – CLASSIFICATION AND WAGES

The employer agrees to pay Ms. Bobby Nichols ninety percent (90% of the current Journeyman Wireman rate listed in the current Inside Construction Agreement for the performance of the duties of Bookkeeper/Administrative Assistant.

This memorandum applies only to Ms. Bobby Nichols and no other current or future employee.

OFFICE AND PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION LOCAL #30

BY: Marganne Stordano

TITLE: Executive Director/CFO

DATE: 5/26/2021

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS LOCAL
UNION #12

BY: Thomas Kelley

TITLE: BUSINESS MANAGER

DATE: 6-10-2021