

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TIC INTERNATIONAL CORPORATION

AND

**OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL
UNION**

LOCAL NO. 459, AFL-CIO

MARCH 1, 2020 – FEBRUARY 28, 2023

TABLE OF CONTENTS

	<u>TITLE</u>	<u>PAGE</u>
ARTICLE I	RECOGNITION	5
ARTICLE II	UNION SECURITY	6
ARTICLE III	CHECKOFF DUES	7
ARTICLE IV	MANAGEMENT RIGHTS	8
ARTICLE V	DEFINITION OF EMPLOYEE STATUS	9 - 10
ARTICLE VI	HOURS OF WORK	11 - 12
ARTICLE VII	SENIORITY	13 - 14
ARTICLE VIII	PROMOTIONS, DEMOTIONS, TRANSFERS & TEMPORARY ASSIGNMENTS	15 - 17
ARTICLE IX	LAYOFFS AND BUMPING	18
ARTICLE X	DISCHARGE, SUSPENSION AND DISCIPLINE	19 - 21
ARTICLE XI	GRIEVANCE AND ARBITRATION PROCEDURE	22 - 24
ARTICLE XII	HOLIDAYS	25
ARTICLE XIII	VACATIONS	26 - 27
ARTICLE XIV	SICK LEAVE	28
ARTICLE XV	LEAVE OF ABSENCE	29 - 30
ARTICLE XVI	HEALTH CARE, INSURANCE & SALARY CONTINUANCE	31 - 32
ARTICLE XVII	DEFINED CONTRIBUTION PENSION PLAN	33
ARTICLE XVIII	RATES OF WEEKLY PAY	34 - 35
ARTICLE XIX	JOB CLASSIFICATIONS	36

TABLE OF CONTENTS (CONTINUED)

	<u>TITLE</u>	<u>PAGE</u>
ARTICLE XX	NO STRIKE/NO LOCKOUT	37
ARTICLE XXI	TECHNOLOGICAL CHANGES	38
ARTICLE XXII	NON-DISCRIMINATION	39
ARTICLE XXIII	SEXUAL/RACIAL HARRASSMENT	40 - 41
ARTICLE XXIV	GENERAL	42
ARTICLE XXV	SEPARABILITY	43
ARTICLE XXVI	CONTRACT DURATION	44
EXHIBIT A	MAKE-UP TIME AND PAST PRACTICE	45 - 46
EXHIBIT B	MEMORANDUM OF UNDERSTANDING	47

AGREEMENT

Agreement entered into as of this 1st day of March 2020, between TIC INTERNATIONAL CORPORATION, 6525 Centurion Drive Lansing, Michigan, its successors and assigns, (hereinafter referred to as the "Employer"), and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL NO. 459, AFL-CIO (hereinafter referred to as the "Union").

WHEREAS, the parties hereto desire to cooperate in establishing conditions, which will tend to secure to the Employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved.

NOW, THEREFORE, be it mutually agreed as follows:

ARTICLE I – RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for the regular Employees working in the Employer's Lansing office regarding all classifications as listed on page 36 of this Agreement exclusive of payroll audit personnel, network administrators, web designers, programmers, confidential secretaries, supervisory Employees with authority to hire, transfer, suspend, lay-off, recall, promote, discharge or discipline other Employees, or effectively to recommend such action, if in connection with the foregoing, the exercise of such authority is not of merely routine nature but requires the use of independent judgment.

ARTICLE II - UNION SECURITY

1. Monthly Report of New Hires
 - a) The Employer will provide the Union Steward, monthly, the names and classifications of newly-hired Employees in the bargaining unit.
 - b) The Employer agrees to provide each newly-hired regular Employee with an authorization for dues deduction form upon hire and will forward signed copies of dues authorization forms to the Union Steward on a monthly basis.
2. The Employer agrees that it will not discriminate against Employees because of their activities as members of the Union.
3. Supervisors or non-bargaining unit personnel will not perform bargaining unit work except in situations of training as may be reasonably required or during peak workloads or in cases of emergency. Emergency may not be declared until a period of one week's overtime has been offered to the bargaining unit staff. Under no circumstances will a Supervisor or non-bargaining unit personnel be used to replace the employment of bargaining unit personnel. Supervisors or non-bargaining unit personnel will not do bargaining unit work if it would cause a layoff, a reduction in hours, or prevent the creation of new positions.

ARTICLE III - CHECKOFF DUES

From the first payroll period in each month the Employer agrees to deduct from the pay of all Employees covered by this Agreement, and pay to the Union within fifteen (15) days of such deduction, all monies for dues and initiation fees only due the Union for that month, provided that the Union presents the Employer signed authorization for such deduction. The Employer may request current authorization as needed.

ARTICLE IV - MANAGEMENT RIGHTS

The management of the business in all its phases and details shall remain vested in the Employer however; such rights shall not abridge the collective bargaining agreement.

The Company retains the sole right to manage its business, including but not limited to, the right to plan, direct and control its operations, to determine the locations of its facilities, to decide the type of service it will provide, including the scheduling of office hours and means of providing such services, to study and/or introduce new and improved methods or facilities, maintain order and efficiency in its operations, to promulgate and enforce reasonable work rules provided the same are not inconsistent with the terms of this Agreement, to hire, layoff, assign, transfer, discipline for cause, promote Employees, to determine the days and hours and scheduling for work, to determine the number and composition of the work force, to determine the qualifications of its Employees and work standards, and all other rights except as these rights are otherwise limited in this Agreement.

The Union reserves the right to argue the reasonableness of any work rule and the penalty imposed for the violation. Work rules will be posted in the office and a copy sent to the Union. All Employees will receive their own copy of the work rules.

This contract constitutes the entire Agreement between the parties and supersedes and replaces all previous agreements and practices both written and oral. The parties have had full right to bring forth proposals and negotiate all matters pertinent to this Agreement therefore any matters not set forth in this Agreement shall remain vested with the Employer.

ARTICLE V - DEFINITION OF EMPLOYEE STATUS

1. Full-Time Regular Employee - A Full Time Regular Employee is one whose schedule of work usually consists of forty (40) hours per week and whose term of employment is expected to be longer than six (6) months in duration.
2. Part-Time Regular Employee - A Part-Time Regular Employee is one whose schedule of work consists of less than thirty-three (33) hours per week and whose term of employment is expected to be longer than twelve (12) months in duration. Holiday, sick leave and vacation shall be accrued on a pro-rated basis. Part-Time Employees shall be eligible to receive health insurance on a pro-rated self-payment (basis), not less than (30%) of cost, in inverse relationship to the ratio of part time weekly hours to 40. For example, if a Part-Time Employee works 55% of the full time schedule (22 hours divided by 40 hours equals 55%) his/her health insurance self-payment will be 45% of cost.
3. Half-Time Regular Employee - A Half-Time Regular Employee is one whose schedule of work consists of forty (40) hours in a pay period and whose term of employment is expected to be longer than six (6) months in duration. Holidays, sick leave and vacation shall be accrued on a pro-rated basis. Half-Time Employees shall not be eligible to receive health insurance benefits.

Subject to Employer approval, Half-Time Employees will be allowed to work 4.00 hours per day for the first week of the pay period and 4.00 hours per day for the second week of the pay period.

4. Full-Time Regular Employees requesting to move to Part-Time or Half-Time must do so in writing. The Employer may grant the Part-Time or Half-Time status for a ninety (90) day trial period and may require that Employee to return to Full-Time within the trial period.
5. Temporary Employee - A Temporary Employee is one whose term of employment shall not exceed six (6) months of employment, who is hired for the filling of temporary vacancies arising from vacation, maternity and other leaves, and during periods of peak workload's. A Temporary Employee is compensated by wages only and may work full or part time.
6. All Temporary Employees who become Regular Employees shall be credited with seniority back to their date of hire as a Temporary Employee. Temporary Employees who have been working as a Temporary Employee for 90 days or more in one job classification, who then become Regular Employees in the same job classification, shall not be required to complete a probationary period as a Regular Employee as long as the Employee was continuously employed.

The Employer will give written notification to the Union Steward of the starting date of all temporary Employees hired. The Employer shall also provide notice of any probationary period extension, as well as notice of completion of the probationary period.

ARTICLE V - DEFINITION OF EMPLOYEE STATUS - CONTINUED

7. Co-operative students shall not be deemed to be Employees within the bargaining unit and need not pay Union dues.

ARTICLE VI - HOURS OF WORK

1. Eight (8) hours shall constitute one (1) full day's work; forty (40) hours shall constitute one (1) full week's work. Business hours shall be from 7:30 a.m. to 5:30 p.m., Monday through Friday, inclusive. The Union and the Employer agree that the Employer may assign work schedules as required to manage its business during business hours. However, the Employer may approve a 7:30 a.m. to 4:30 p.m., 8:00 a.m. to 5:00 p.m. or a 8:30 a.m. to 5:30 p.m. work shift to Employees upon request. Employees shall be entitled to a one (1) hour unpaid lunch.

Employees are expected to be at their workstations ready to work when their work shift begins or they will be subject to the progressionary disciplinary process as defined in Article X.

- a. All work performed in excess of forty (40) actual hours in a week shall be paid for at the rate of time and one-half. For the purposes of only this paragraph, the holidays identify Article XII will be deemed to contain hours worked by the Employee. All hours, other than these holiday hours, must be actually worked to count towards overtime pay. All monies due for overtime shall be paid at the same time regular bi-weekly salaries are paid.
 - b. Employees assigned mandatory hours on a Saturday or Sunday shall be provided no less than forty-eight (48) hours prior notice. Employees assigned mandatory additional hours Monday through Friday shall be provided with no less than forty-eight (48) hours prior notice.
 - c. Employees shall not be assigned more than two (2) additional hours in any one day Monday through Friday. Employees shall not be assigned mandatory hours in excess of eight (8) work hours on either Saturday or Sunday and must receive at least one day off in a calendar week. Employees shall not be assigned mandatory weekend hours more than three times in a calendar month.
2. All employees will utilize the TIC International Corporation online Time System to clock in and out for breaks. Employees are expected to work at least two (2) hours to qualify for a break. Further, Employees shall not take their first break within the first (1st) hour of the work day.
3. It is understood that:
 - a. A member of Management is in the office by 7:15 a.m.
 - b. All time clocks in the office will be synchronized to the universal time system by one member of Management and the Union Steward.

ARTICLE VI - HOURS OF WORK – CONTINUED

4. Paychecks will be issued bi-weekly. Payday will be the last Friday in each two (2) week period. To the extent possible, paychecks for regular full-time Employees will be based on the wages the Employer expects the Employee to earn through payday. The Employer may reflect anticipated pay adjustments due to absenteeism, overtime or other changes in the current pay period or carry over actual adjustments to the next following pay period. Pay will be held back one pay period for Employees who are not regular full-time such that a paycheck issued in one pay period will be for work performed in the preceding pay period. The Employer reserves the right to issue paychecks in one pay period for work performed in the preceding pay period to all Employees regardless of Employee's employment status.

ARTICLE VII – SENIORITY

1. Newly hired Employees will be considered on a probationary basis for a period of ninety (90) days from the date of hire. The probationary period may be extended an additional thirty (30) days at the option of the Employer. Such Employees may be terminated any time during the probationary period without recourse, whatsoever. The Employer shall provide notice to the Union of any probationary period extension, as well as notice to the Union of completion of the probationary period.
2. Upon completion of the probationary period, Employees shall be entitled to all rights and privileges of this Agreement and such Employees' seniority shall be effective as of the original date of employment, as a Regular Employee.
3. Seniority shall mean length of continuous service with the Employer and shall accumulate on an office-wide basis. Updated seniority rosters shall be provided to the Union every six (6) months.
4. An Employee shall lose all seniority rights for any one of the following reasons:
 - a. Voluntary resignation.
 - b. Discharge for just cause.
 - c. A laid-off Employee's failure to return to work within five (5) working days after being recalled by registered or certified mail, return receipt requested, to the last known address in the Employer's files, unless due to actual illness or accident with proof satisfactory to the Employer of said illness or accident.
 - d. Layoff for a continuous period of more than the length of the Employee's seniority, but in no event shall seniority be retained after two (2) years from the date of layoff.
 - e. Settlement of any Workers' Compensation or disability claim, if the Employee is no longer qualified to perform her job at the time of such settlement.
 - f. Absence from work for three (3) consecutive working days without notification to Management. This is understood to mean Employee has voluntarily terminated their employment.
 - g. Over staying a leave of absence for any reason, without appropriate notification to the Company that additional time-off is required. No leave may be extended beyond the maximum period allowed by law and/or Company policy. Appropriate notification is the applicable properly completed and approved form (s):
 - i. Leave of Absence;
 - ii. Verification of Disability Form;
 - iii. Certification of Health Care Provider Form

ARTICLE VII – SENIORITY - CONTINUED

- h. While seniority will be lost for overstaying a leave of absence per “g”, if the leave of absence was due to disability and the Employee is able to return to work within twelve (12) months of the date of disability, seniority will be restored in full on the Employee’s return date as if employment had been continuous.

To extend a leave of absence, the notification must be received by the Company on or before the date the Employee is otherwise scheduled to return to work. If appropriate notice is not received by the Company on or before the date the Employee is otherwise scheduled to return to work, then it is understood to mean Employee has voluntarily terminated their employment.

- 5. Part-time Employees shall accumulate seniority on a pro-rata basis. A separate roster of Part-time Employees shall be maintained.

ARTICLE VIII - PROMOTIONS, DEMOTIONS, TRANSFERS AND TEMPORARY ASSIGNMENTS

1. The Employer and the Union recognize and subscribe to the application of the principle of seniority; therefore, seniority shall date from the time the Employee's pay starts. In the matter of promotions, through vacancies or new positions, the Employer shall give consideration first to qualifications, as determined by the Employer, and then to seniority. If two or more individuals are equally qualified, then seniority shall be the governing factor. In determining qualification, the Employer shall, where appropriate, take account of the Employee's attendance, education, typing skills, computer skills, ability to deal with the public and previous work experience. The Employer may take into account the experience of an Employee within a particular department where such Employee is bidding on a higher classification job within the same department. However, such experience in the department is not automatically determinative of such Employee being the most qualified for the higher classification job.

2. The rate of pay appropriate to an Employee promoted to a higher classification or transferred laterally to another classification or who has been demoted or transferred to a lower classification shall be determined according to Article XIX.

3. Temporary Assignments and Vacancies

- a. Temporary vacancies are vacancies which the Employer intends to fill due to Employee leaves of absence, vacations, newly created positions waiting to be regularly filled or resulting from the termination of a regular Employee whose vacant position is waiting to be regularly filled, or for periods of peak work-loads, or special assignments expected to last no more than six (6) months.

Temporary Employees may be employed for more than six (6) months if they are hired for a job established for a specific period of time covering the duration of a special assignment and/or project that is not expected to be an on-going part of the Company's operations. However, in no case will a temporary position last more than twelve (12) months.

- b. Following the completion of temporary assignments Employees shall return to their previous position unless they have bid on a posted vacancy and were awarded the position on a regular basis.

Bargaining unit Employees filling temporary vacancies for ninety (90) days or more shall be given credit towards experience or qualification in consideration for future transfers or promotions.

**ARTICLE VIII - PROMOTIONS, DEMOTIONS, TRANSFERS
AND TEMPORARY ASSIGNMENTS – CONTINUED**

4. POSTING VACANCIES -

- a. All regular full time vacancies regardless of department and classification shall be posted. A copy shall be given to the Union Steward along with notice of who was awarded the position.
- b. Vacancies and new jobs shall be posted office wide for a period of seven (7) calendar days. During the posting period and determination of qualifications, the Employer may fill those jobs when a vacancy or a new job occurs unexpectedly; such as, death, discharge, leaving without notice, sudden expansion, or new business. The Employer may fill those jobs without liability until the final award is made.
- c. Employees on leave shall not be eligible to bid unless the leave is terminated in time to be available to fill the job.
- d. Applicants bidding for a job may be tested by the Employer during work hours. The Employer will identify and describe to the Union any test it intends to use, prior to the test being given. When there is a dispute as to test results, where for example, the Employee believes she/he scored higher than the Employer reports, the Union Steward shall be granted access to test scores, and at the Union Steward's request, access to test questions and responses. No test will be given except those which will help the Employer determine the qualifications of the applicant for the job. The Employer may retest an Employee only if the requisite skills being tested have not been used by the Employee while working for the Employer during the prior two (2) year period. Employees may not test for a new job in the same classification more than once in thirty (30) days.
- e. It is the intent of the Employer to place the Employee into their newly awarded position within a timely manner.
- f. The Employer shall not discourage or otherwise attempt to persuade an Employee not to bid on a vacancy or new job.
- g. For all jobs, the Employer requires a ninety (90) day trial period on the job, and the trial period may be extended an additional thirty (30) days at the Employer's option. During the trial period, or extension thereof, either the Employee may return to the Employee's former position; or the Employer may require such Employee to do so, if the Employer determines that the Employee has not made sufficient progress in the new position.
- h. When an Employee successfully bids on a posted position, he/she cannot again bid for another posted position while he/she is in a trial period (regular or extended). Probationary Employees shall not be eligible to bid on any posted position.

**ARTICLE VIII - PROMOTIONS, DEMOTIONS, TRANSFERS
AND TEMPORARY ASSIGNMENTS - CONTINUED**

- i. Outside of a layoff situation, there shall be no cross-bumping in either direction between Department Group A Employees except with the expressed consent of the Employer.
- j. An Employee who successfully bids on a posted position (whether lateral, promotion, or demotion), shall receive training deemed sufficient by the Company. The Employer will train such Employees for 30 days (or for an additional 30 days if the Employer deems necessary). The Employee may also request additional training, but the Employer does not waive the right to return the Employee to their previous position held.
- k. A bargaining unit Employee, regardless of seniority, who is promoted into a supervisory position by the Employer may not bump back into a bargaining unit position after one year from the date such Employee left the bargaining unit.

ARTICLE IX - LAYOFFS AND BUMPING

1. When forces are reduced, the least senior Employee in the classification of that department shall be placed on lay-off status and may then displace a less senior Employee in a position that Employee had previously held. In turn, that Employee may displace a less senior Employee in a position that Employee had previously held, etc. If there are no positions available which the displaced person previously held and such classification was higher than that of a Group B Employee, the Employee may displace the less senior Employee in Group B if the Employee can qualify for said position. Under no circumstances may an Employee displace another Employee in a higher classification.

An Employee may not displace an Employee in any department of a classification unless the displaced Employee has held that position during the Employee's current period of employment. For purposes of this paragraph only, an Employee's current period of employment shall be deemed to have not been interrupted by virtue of a previous layoff or medical leave of such Employee who thereafter returned to work prior to losing seniority status.

Outside of a layoff situation, there shall be no cross-bumping in either direction between Department Group A Employees except with the expressed consent of the Employer.

2. No new Employee will be hired until all former Employees on lay-off status who have retained their seniority rights have been recalled unless the former Employees do not qualify for the available position. Such former Employee will be deemed to be qualified for the position if the Employee had previously held that job.
3. Employees recalled to their former position shall receive the rate of pay at the equivalent pay step in effect at the time of recall.
4. Seniority is retained, subject to Article VII, but does not accumulate, during any period of time an Employee is on layoff or leave of absence status. However, seniority will be re-instated as if employment had been continuous if a disabled Employee is able to return to work within twelve (12) months of disability.
5. Employees on lay-off status who are called back to fill temporary positions are considered temporary Employees and will not receive or accrue fringe benefits except seniority. However, these Employees shall retain their recall rights to a regular position.
6. Employees laid off due to lack of work shall be granted two (2) weeks' severance pay or two (2) weeks' notice in lieu thereof.

ARTICLE X - DISCHARGE, SUSPENSION AND DISCIPLINE

1. a. The Employer shall not discharge or discipline any regular Employee without cause. All discipline will be leveled within thirty (30) calendar days from the discovery of the violation, unless unforeseen circumstances prevent the discipline process. Failure by the Employer to follow time lines will result in full revocation of discipline for a given Employee. Temporary Employees and co-op students may be terminated at anytime for any reason. No prior discipline or warning need be imposed on any Employee before being discharged or disciplined if the cause of discharge or discipline is a violation of the Employer's posted rules. Discharge or discipline must be by proper written notice. Regular Employees will be informed of their right to Union representation at any disciplinary, investigatory or discharge meeting.

The Company will not let errors compound without reasonable appropriate disciplinary action.

- b. In the event that any Employee is discharged or disciplined for any reason other than that outlined above, the Employer shall follow a progressionary disciplinary procedure as follows:

Step 1: The Employee shall receive a verbal warning from the Supervisor.

Step 2: Further similar or related offenses requiring discipline shall result in a written warning from the Supervisor.

Step 3: Further similar or related offenses requiring discipline shall result in the Employee's temporary suspension from employment.

Step 4: Further similar or related offenses requiring discipline of an Employee who had previously been suspended will result in the Employee's discharge.

Any Employee disciplined or discharged under provisions of the subparagraph b. above may request a hearing with an Employer representative within two (2) working days (see Article XI, Grievance & Arbitration Procedure).

No disciplinary action recorded more than twelve (12) months prior to a current disciplinary action shall be used in the current disciplinary action provided the Employee's work record is free of any disciplinary action within the twelve (12) month period except if the employee has been off work on a disability or lay off and seniority has been adjusted. Disciplinary action will be adjusted to reflect time the employee is not actively at work.

ARTICLE X - DISCHARGE, SUSPENSION AND DISCIPLINE - CONTINUED

- c. If after any investigation or hearing that is conducted under the terms of this paragraph 1, the Employee is found to have been improperly discharged, the Employee shall be reinstated and compensated as outlined in the Grievance Procedure; however, if the Employee is found to have been properly discharged, the penalty shall stand unchanged. If the dispute is not settled satisfactorily, it may be submitted to arbitration as outlined in this Agreement.

2. Tardiness

- a. There will be no make-up time for tardiness or absence for any reason, except as may be permitted under paragraph 1 of Exhibit A attached hereto. An Employee arriving late to work must use sick or vacation time to make up the time so the Employee does not suffer a loss in pay.
- b. Employees must indicate their actual time of arrival in and exit from the office, in a manner deemed appropriate by the Employer. The Employee will be docked for any late time in excess of fifteen (15) minutes during any one week. The fifteen (15) minutes is cumulative in its application as to arrival in the morning and returning from lunch during any given week.
- c. If an Employee is late more than three times in a two week period the Employee will receive a verbal warning.
 - i) If within the next three months that Employee is not late more than three times in a two-week period, the verbal warning will be rescinded.
 - ii) Only one rescind in any twelve (12) month period will be allowed.
 - iii) All disciplines as related to tardiness must be given within the pay period following the pay period in which the Employee was late whenever possible.
- d. If an Employee has two verbal warnings and again violates the Agreement the Employee will receive a written warning at which time the Employee will have six (6) months before the verbal warnings can be rescinded. If within that six (6) month period the Employee again violates the Agreement such Employee shall be subject to disciplinary action in accordance with Article X, Section 1-b

ARTICLE X - DISCHARGE, SUSPENSION AND DISCIPLINE - CONTINUED

- e. Failure of an Employee to punch the time clock at the start of a shift or when returning from lunch shall be treated the same as a tardy, unless it can be verified through the Supervisor that the Employee was on TIC premises and ready to work. Supervisors shall initial the online time sheet when an Employee misses a punch.

3. Attendance

- a. To Compute Employee absenteeism, total minutes possible in one (1) day are 480 (8 hrs.) Total minutes per month will be based upon actual work days possible during the month.

An Employee shall be required to use sick time, sick time that has been converted to personal time or vacation time to cover missed work. Any missed unexcused time for which an Employee does not have sick time available shall be counted as absenteeism. Unexcused time is defined as any time an Employee is absent without paid leave, sick time, personal time or pre-approved leave of absence. If an Employee is out of sick time, a doctor's excuse must be submitted.

Time missed will be counted by minutes and will be counted against the total monthly minute scale.

- b. Unless excused, verbal warnings will occur when an Employee is absent more than 5.1% during any month.
- c. The verbal warning shall be dropped if no other violations of attendance occur within a twelve (12) month period. If further violation(s) occur within the twelve (12) month period the discipline shall be counted as discipline as outlined in 1b of this Article.

4. Bullying

Bullying of co-workers will not be tolerated. Documented occurrences of bullying will subject employees to discipline, up to and including discharge.

ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE

1. 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 including interpretations or application of any provision of this Agreement.

Step 1: An aggrieved Employee or a Union Steward shall discuss the grievance with the Employee's immediate Supervisor as soon as possible after the occurrence of the event giving rise to the grievance, but no more than five (5) working days from the occurrence.

The immediate Supervisor or Employer Representative will give an oral answer to the grievance within five (5) working days. If the grievance is not satisfactorily resolved it shall be reduced to writing by the Union within five (5) working days from the oral response from the Supervisor or Employer Representative.

The Employer shall give written response to the grievance within three (3) working days from receipt of the written grievance.

Step 2: If the matter is not resolved a meeting between the Union representatives (may include service rep., steward and grievant) and the Employer representatives shall be convened in an effort to settle the grievance within three (3) working days.

Step 3: If the grievance or dispute is not settled under Step 1 or Step 2 above, or if there is no unanimous interpretation of the Agreement applicable to the dispute, written notice of intent to arbitrate shall be made by either party to the other, not later than thirty (30) working days or less after the meeting of the Employer and Union representatives. In the event that either party should fail to serve such written notice, the matter shall be considered as settled on the basis of the written disposition made by the Employer in Step 1.

Step 4: **ARBITRATION:**

- a. After receipt of notification of intent to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to agree within five (5) working days, or within a longer period, if mutually agreed upon, either party may submit the matter to the Federal Mediation and Conciliation Service requesting that an arbitrator be selected with assistance and under the rules of the American Arbitration Association, or any other mutually agreeable arbitrator.

ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE – CONTINUED

- b. The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were, or which could have been made the subject of discussion.

The arbitration forum herein established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement, and which are not excluded from arbitration.

- c. The arbitrator shall have no power to add or subtract from or modify any of the terms of this Agreement or any supplementary agreement nor to rule on any such matter outside the scope of this Agreement while this Agreement is in full force and effect between the parties.
- d. The arbitrator shall have no power to establish wage scales, rates on new or changed jobs or to change any wage rate unless it is provided for in this Agreement and/or to settle any dispute under Article XVIII.
- e. The arbitrator shall have no power to settle disputes for the parties in those cases where they have agreed that further negotiations should occur to cover the matters in dispute. In the event a case is appealed to an arbitrator and the arbitrator finds that there is no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- f. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and any post hearing briefs filed by the parties and the award under no circumstances shall be based in whole or in part on other extra contract matters not specifically incorporated in this Agreement.
- g. Each party shall make arrangements to pay expenses of witnesses who are called by the respective parties. The arbitrator's fees and expenses, and the cost of any hearing room, shall be divided equally between the parties. Any other expenses shall be borne by the party incurring such expenses.
- h. It shall be the obligation of the arbitrator to the Employer and to the Union to make the best effort to rule on cases within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases and the arbitrator shall make a best effort to decide these cases within fourteen (14) days of the submission of the post hearing brief, if any and if not, within fourteen (14) days of the hearing itself.

ARTICLE XI - GRIEVANCE AND ARBITRATION PROCEDURE – CONTINUED

- i. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, to all Bargaining Unit Employees and on the Employer. The Union will not encourage any Bargaining Unit Employee in any appeal to any court or labor board from a decision of the arbitrator. The right to request arbitration hereunder shall be limited to the Employer and/or the Union.
2.
 - a. The Local Union shall have the right to determine whether or not the grievance complaint is qualified to be submitted for arbitration by the Union.
 - b. Grievances not carried to the next Step by the Union within the prescribed time limits, or such extension which may be agreed to, shall be automatically closed upon the basis of the last disposition, as presented by the Employer.
 - c. Grievances not responded to by the Employer within the prescribed time limits, or such extensions that may be agreed to, shall be deemed settled according to the last position of the Union.
3. It is further mutually agreed that the Employer and the Local Union will serve upon the other, written notice of any change in their authorized representatives who will be acting on their behalf.
4. Should any Employee be found by an arbitrator to have been improperly discharged, the Employee shall be reinstated. All claims for back wages awarded by an arbitrator shall be limited to the amount of wages that the Employee would otherwise have earned less any unemployment compensation for personal service that may have been received.

ARTICLE XII – HOLIDAYS

1. All Regular Full-Time and Temporary Full-Time Employees shall receive the following holidays with pay:

New Year's Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Martin Luther King Jr. Day

Thanksgiving Day
Friday after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

2. Holidays falling on Sunday shall be observed on Monday. Holidays falling on Saturday shall be observed either on Friday or Monday at the option of the Employer. Two (2) day holidays falling on Friday/Saturday may be observed on Thursday/Friday or Friday/Monday at the option of the Employer. Those falling on Sunday/Monday may be observed on Friday/Monday or Monday/Tuesday at the option of the Employer.

In order to be eligible to receive holiday pay, an Employee must work the scheduled work day prior to and the scheduled work day after the holiday, unless due to an excused absence. Partial days do not count as a "work day", unless due to an excused absence. An excused absence is an absence that is documented by a doctor statement for purposes of determining Holiday pay and the employee must be eligible to receive sick pay.

3. In the event that any of the above enumerated holidays fall on a regular work day, Monday through Friday, and the Employees are not required to work, such holiday shall be considered as a day worked for purposes of computing overtime. (See Article VI Hours of Work).
4. Regular Part-Time and Half-Time Employees shall receive holidays with pay on a pro-rated basis.

ARTICLE XIII – VACATIONS

1. Employees with six (6) months of service shall be granted one (1) week vacation with pay; Employees with one (1) year of service shall be granted one (1) week vacation with pay; Employees with two (2) through four (4) years of service shall be granted two (2) weeks' vacation with pay. Employees with five (5) through fourteen (14) years of service shall be granted three (3) weeks' vacation with pay to use in the next following service year; and upon completion of 15 years the employee is given four (4) weeks' vacation to take in the sixteen (16th) year of service. Vacations shall be chosen on a first request basis and then according to seniority.

Vacation pay shall be given on the last work day preceding vacation, if such vacation pay was requested thirty (30) days in advance. The following is an example of how a vacation will apply:

- a. Upon completion of six (6) months of service, one (1) week vacation to be taken within the first year of employment.
 - b. Upon completion of one (1) year of service, one week vacation to be taken in the second (2nd) year of employment.
 - c. Upon completion of two (2) years of service, two (2) weeks' vacation to be taken in the third (3rd) year of employment.
 - d. Upon completion of five (5) years of service, three (3) weeks' vacation to be taken in the sixth (6th) year of employment.
 - e. Upon completion of fifteen (15) years of service, four (4) weeks' vacation to be taken in the sixteenth (16th) year of employment.
2. In the event a holiday named in this Agreement falls during an Employee's vacation period, such Employee shall receive an additional day's vacation.
 3. Vacation will be earned from anniversary date to anniversary date (or service date to service date, when appropriate except for the one (1) week vacation granted to new Employees with six (6) months of service. No vacation will be granted prior to the date on which it is earned. Vacation for the year following an Employee's anniversary/service date is earned only on such anniversary/service date. Vacation will not be paid on a pro-rata basis.
 4. When an Employee's vacation entitlement is earned, it must be taken prior to the Employee's next anniversary/service date or it will be forfeited. No pay will be given in lieu of vacation except as described in Item 5 below.

ARTICLE XIII – VACATIONS - CONTINUED

5. Upon termination of employment an Employee who has completed twelve (12) months of service shall receive pay for all unused vacation earned on the Employee's previous anniversary/service date, subject to the Employee satisfying the two (2) week notification of termination requirement. Two week notice of termination of employment means two weeks of actual work hours prior to termination - sick days or vacation days may not be used. Unused vacation earned on the Employee's previous anniversary/service date shall be forfeited if the Employee is discharged.
6. Vacation periods from one year to the next may not be tied together.
7. Employees must apply for any unscheduled vacation time at least three (3) working days in advance of the time being requested and is subject to approval by the Employer. A "vacation day" must be taken in place of a "sick day" if such "sick day" would otherwise have to be taken without pay.
8. Except as otherwise allowed in paragraph 4 of Article IX, Employees will not be credited for time on leave of absence or lay-off toward vacation time or pay. Vacation credits will be based on time worked in the service of the Employer only.
9. Employees may convert three (3) vacation days into sick days per year.

ARTICLE XIV - SICK LEAVE

1. Employees with ninety (90) days of service shall be entitled to two (2) paid sick days. Employees with one-hundred and eighty (180) days of service shall be entitled to an additional three (3) paid sick days; Employees with twelve (12) months service and each subsequent year of service thereafter shall be entitled to seven (7) paid sick days for each twelve (12) month period. Of these days, three (3) may be taken annually for personal reasons, if required, with two (2) days advance notice to be given to the Employer whenever possible.
2. A fully completed doctor's statement, acceptable to the Employer, is required when sick leave leads into disability. Among other things, the doctor must indicate on the statement the nature of the disability and the dates the Employee is expected to be off work. A new doctor's statement is due on the earlier of every thirty (30) days from the original date of total disability or the date the Employee is expected to return to work but can't do so due to continued total disability. If, for circumstances beyond the Employee's control, the statement is not provided when due, it must be provided within two business days of its due date.
3. If the Employee is sick three (3) or more consecutive days, a doctor's statement may be required.
4. A doctor's excuse must be provided if an Employee calls in sick after they have been denied vacation time.
5. At termination, the Employee will be paid for up to three (3) days of unused annual sick time if the Employee gives two (2) weeks written notification of termination. Unused annual sick time, otherwise payable, shall be forfeited if the Employee is discharged.
6. SICK LEAVE BANK - Unused annual sick time shall be credited into a sick bank for each Employee and may be used as needed once their annual sick leave is exhausted.
 - a. Banked sick days shall be used by a disabled Employee prior to commencement of salary continuance benefits in the event of illness or injury. Annual paid sick days, if any, must be used for any portion of the waiting period not covered by the Employee's sick bank. Employee may elect to use vacation pay for any portion of the waiting period after all sick bank and annual paid sick days are used.
 - b. Any additional unused sick leave days accumulated during the term of this Agreement shall also be credited to said bank, to a maximum of twenty-five (25) days.
 - c. The sick leave bank shall be used by the Employee for bona fide illness only when disabled and unable to work because of non-occupational illness.
 - d. Employees who have exhausted their annual sick leave may use up to seven (7) banked sick days per year without providing proof of total disability. Not more than two (2) consecutive sick bank days may be used for casual illness or injury at any one time. The sick leave bank will not be used for illness or injury for less than one-half ($\frac{1}{2}$) working day.

ARTICLE XV - LEAVE OF ABSENCE

1. MEDICAL LEAVES:

- a. An Employee shall report an anticipated or planned disability to the Employer as soon as the Employee is aware of such disability.
- b. A doctor's statement must be provided per Article XIV, 2, during periods of total disability.
- c. The Employer may require the Employee to be examined by its own physician and/or a physician of its choosing, at no expense to the Employee to ascertain her medical condition at any time.
- d. If eligible for salary continuance benefits under Article XVI, Employee shall be granted such benefits as therein provided by Corporate Policy in the Employment Information book for Bargaining Unit Employees under Salary Continuance during Total Disability.

2. FAMILY MEDICAL LEAVE:

The Employer will provide Family Medical Leave as required by law. FMLA leave will be coordinated with the Employer's existing leave policies. If an employee is eligible for leave covered by the FMLA and by another Employer sponsored leave (including personal leave, sick leave, medical leave or leave resulting from an on-the-job injury), the FMLA leave will begin on the first day of absence and run concurrent with the Employer provided leave.

3. UNION LEAVE:

A leave-of-absence, without pay, shall be granted in the event an Employee is elected as a representative of the Local Union to act as a delegate to an AFL-CIO Convention. In addition, the Employer agrees to release one Employee up to one (1) day a month without pay, at the request of the Union, to work on Union business.

4. PERSONAL LEAVE:

- a. The Employer may grant a written personal leave-of-absence, without pay, to an Employee provided adequate reason can be shown. Leaves may be up to thirty (30) days and may be extended for an additional thirty (30) days if requested in writing and approved by the Employer. Such Employee will forfeit all seniority rights and may be discharged if the employee over-stays a written leave-of-absence or is gainfully employed during such leave.
- b. The Employer agrees to grant a written personal leave-of-absence, without pay, to a male or female Employee for a pre-arranged period not to exceed four (4) months after date of delivery of his/her child (see Maternity leave 1.e.).

ARTICLE XV - LEAVE OF ABSENCE - CONTINUED

5. FUNERAL / BEREAVEMENT LEAVE:

In the cases of death in the immediate family (i.e., parent, spouse, domestic live in partner if listed as such in the Employee's confidential file, child, brother or sister, step-children, step-parents, current mother-in-law or current father-in-law or a physician substantiated involuntarily terminated pregnancy beyond six (6) months in duration), an Employee shall be granted a leave of absence to attend the funeral of five (5) days, three (3) of which will be with pay. In the case of death of an Employee's grandparents or grandchildren, an Employee shall be granted a leave-of-absence of two (2) days, one (1) day with pay and one (1) day without pay. In the case of the death of an Employee's brother or sister in-law, step parents, step brothers or step sisters an Employee shall be granted a leave-of-absence of two (2) days without pay. Such leave-of-absence shall not be charged against sick leave. The "immediate family" will also include a "surrogate Parent" who has in fact acted as the mother or father of the Employee, but in any such case, the natural parents shall not be included. For categories not covered above, for example: a spouse's grandparent. The Employee shall be granted the day off of the funeral with their choice of whether to use paid or unpaid time. Employee must provide proof from the Funeral Home of attending the funeral, if applicable, or proof of death.

6. MILITARY LEAVE:

TIC Corporate Policy shall be in compliance with applicable Federal and State Laws.

7. JURY DUTY AND EDUCATIONAL TUITION:

The jury duty and educational tuition provisions of the Corporate Policy of the Employer regarding jury duty and educational tuition will be deemed incorporated in this Agreement.

8. SENIORITY

Seniority is retained, subject to Article VII, but does not accumulate, during any period of time an Employee is on layoff or leave of absence status.

ARTICLE - XVI- HEALTH CARE INSURANCE & SALARY CONTINUANCE

1. The Employer agrees to provide to all regular full-time active Employees in the Bargaining Unit their choice of medical and prescription coverage through either the Blue Cross Blue Shield of Michigan (BCBSM), Simply Blue (PPO) \$250, or the Blue Card Network (BCN) 10 Health Maintenance Organization (HMO). Employee dental coverage will be provided through the TIC Dental Plan.
 - a. A voluntary one hundred percent (100%) Employee pays all Life and AD & D Group Insurance policy for the Employee, spouse and dependents as offered by the Company's insurance carrier.
2. The Company will provide a Section 125 Premium Only Cafeteria Plan for Employee health care self-payments.
3. Vision benefit coverage will be provided through VSP's Blue Vision program.
4. Medical, prescription and vision benefits, herein provided, are subject to changes as may be made from time-to-time by BCBSM/BCN. It is expressly understood that the Employer may increase the amount of coverage cost to the Employees as would be applied to all Employees of the Employer as a group.
5. TIC Corporate Policy shall be in compliance with applicable Federal TEFRA Law.
6. COBRA continuation coverage will be made available in accordance with the BCBSM/BCN medical, and prescription and vision Plans herein provided. COBRA continuation coverage in the TIC Dental Plan will be in accordance with all legal requirements. Employees must pay the Employer the necessary legally allowed premiums to purchase COBRA continuation coverage.
7. Salary Continuance Benefits. Salary continuance benefits (loss of time) will commence after accumulated sick leave, is used up, in accordance with Article XIV, and terminating when Long Term Disability benefits would otherwise start. Salary Continuance Benefits will be paid in accordance with the policy titled Salary Continuance during Total Disability for Lansing Bargaining Unit Employees.
8. Health Care Committee. A health care committee comprising at most three (3) bargaining unit Employees shall be established to formulate suggested changes to the current Plan.
9. Employees shall be responsible for thirty percent (30%) of their health care premium.
10. Employees opting out of the health care may purchase vision and dental coverage at thirty percent (30%) of cost if vision is available separately through BCBSM.

**ARTICLE - XVI- HEALTH CARE INSURANCE & SALARY CONTINUANCE -
CONTINUED**

11. At the time of initial eligibility and on September 1 each year thereafter Employees may opt out of Company provided health care if they provide certification of coverage elsewhere. On September 1, each year, an Employee who was eligible for but opted out of Company provided health care for the immediately preceding twelve (12) consecutive months will receive a lump sum payment, by separate check, for one thousand dollars (\$1,000), less applicable withholding for taxes and required deductions. The lump sum payment will be pro-rated for new and Part-Time Employees to receive payment, the Employee must be a current, active Employee when checks are issued.
12. Health Care Exchanges - In light of the continuing and evolving nature of health care coverage under the Affordable Care Act (ACA), including coverage to be provided under the Health Insurance Exchanges, TIC reserves the right to review, modify or change health care coverage under this contract in order for TIC and the Medical, Vision and Dental Benefit Plan for Bargaining Unit Employees in Lansing, Michigan to maintain compliance with the requirements of the applicable ACA laws and guidance issued thereunder and any state and/or Federal laws and regulations related thereto.

ARTICLE XVII - SALARY REDUCTION PLAN

The Employer has established a Salary Reduction Plan for the bargaining unit Employees. This Plan will remain separate from any other fringe benefit plan sponsored by the Employer. By mutual agreement of Management and the Union, the plan provided is Fidelity Investment Retirement Services.

The Plan will meet the following conditions:

- a. It will be qualified with the IRS at all times so all proper tax advantages are available to both the Employer and the Participants.
- b. The Employer will contribute 3% of the Employees' wages into the Plan commencing March 1, 2010.
- c. Participants may contribute voluntary, pre-tax contributions in whole percentage point increments not to exceed the maximum allowed by IRS regulations. Participant contributions may be changed once a month by logging on to the website provided by Fidelity or calling Fidelity at the current 800 number provided by Fidelity. The change will be effective on payroll the first of the month following notification to the Employer of the change made by the participant. Participant contributions may be stopped at any point by logging on to the Fidelity website or calling Fidelity. The change will be effective on payroll the next payroll after receipt of the notice by the Employer.
- d. There will be a three (3) year 100% vesting of Employer contributions with forfeitures inuring to the benefit of the Employer. Up to two (2) years of service with the Employer immediately preceding January 1, 1992, count towards vesting.
- e. Participant contributions will be 100% vested. A loan provision will be the 401k Plan allowing up to one loan at a time on the lesser of 50% of the balance of the participant's vested 401k contributions or \$50,000.
- f. Out-of-pocket operational expenses shall be deducted from Plan assets.
- g. Investments will be self-directed by participants to funds made available by the Plan provided.
- h. Temporary employees are excluded from participation in the Salary Reduction Plan except that a temporary employee may enter the plan on the entry date immediately following any 12-consecutive month period ending on the anniversary of the temporary employee's date of hire which the temporary employee is 21 years of age and the temporary employee completes at least 1,000 hours of service.

ARTICLE XVIII - RATES OF WEEKLY PAY

1. WAGES

a. Effective March 1, 2020:

Each Employee above the 36 month wage rate will receive a raise of two dollars and twenty-five cents (\$2.25) per hour.

A one-time Collective Bargaining Agreement of five hundred dollars (\$500) lump sum payment will be paid to each Union employee upon ratification of the CBA provided they have passed probation by March 1, 2020 and are actively employed on April 3, 2020 when the checks will be issued.

b. Effective March 1, 2021:

Each Employee above the 36 month wage rate will receive a raise of four percent (4%) per hour.

c. Effective March 1, 2022:

Each Employee above the 36 month wage rate will receive a raise of four percent (4%) per hour.

2. GROUP LEADER

The Employer may, at its option, designate one or more Employees as Group Leader. A Group Leader will initially receive a 5% increase in pay and thereafter, at the Employer's option, may be granted further increases to a maximum of 10% over the wage that would apply if not a Group Leader.

3. PROMOTIONS

The rate of pay upon promotion is the next higher rate of pay than is currently being received as shown in the job classification of the new Group. Thereafter, pay will increase at such time as seniority in the new job classification equals that which is required for the next pay increase.

4. DEMOTIONS OR TRANSFERS TO LOWER CLASSIFICATION

a) Employees demoted or transferred to a lower classification Group shall be compensated at the pay rates of the classification Group to which demoted or transferred.

b) Any position not covered by this Agreement or any position which may be established during the life of this Agreement shall be subject to negotiation between the parties. Such position may be established and put into operation prior.

ARTICLE XVIII - RATES OF WEEKLY PAY - CONTINUED

- c) Employees temporarily assigned to a higher paid position for more than one (1) week shall be paid the higher rate beginning the second week, unless they have previously performed the higher paid job for at least one week, in which case they shall be paid the higher rate from the first date assigned thereto.
- d) Part-Time and Half Time Employees shall receive not less than the hourly equivalent of the minimum rate established under the "Weekly Salary Schedule" for such Employees. All privileges and conditions of this Agreement shall apply to the Part-Time Employees on a pro-rata basis.
- e) The Employer agrees to pay salaries on a bi-weekly basis. No more than two (2) weeks' salary shall be withheld at any time (see Article, VI, 5).

ARTICLE XIX - JOB CLASSIFICATIONS AND WEEKLY SALARY SCHEDULE FULL-TIME

- A. Effective March 1, 2020 the following wage schedule shall be the effective wage scale for all Group A Employees who are not above the thirty six (36) month wage rate:

GROUP A

		Starting Rate	Six Months	Twelve Months	Eighteen Months	Twenty-Four Months	Thirty-Six Months
	Hourly	\$15.25	\$15.75	\$16.25	\$16.75	\$17.25	\$17.75
a.	Pension & Med. Claims Examiner	\$610.00	\$630.00	\$650.00	\$670.00	\$690.00	\$710.00
b.	Customer Service Examiner Eligibility Coordinator						
c.	Balancing Clerk						
d.	Secretary General						
e.	Computer Operator						
f.	Eligibility Coordinator						

- B. Effective March 1, 2020 the following wage schedule shall be the effective wage scale for all Group B Employees who are not above the thirty six (36) month wage scale.

GROUP B

		Starting Rate	Six Months	Twelve Months	Eighteen Months	Twenty-Four Months	Thirty-Six Months
	Hourly	\$13.25	\$13.75	\$14.25	\$14.75	\$15.25	\$15.75
a.	Data Entry Clerk	\$530.00	\$550.00	\$570.00	\$590.00	\$610.00	\$630.00
b.	Switch Board Operator/Receptionist						
c.	File Clerk/Mail Room						

HALF-TIME OR PART-TIME EMPLOYEES

Half time or part time Employees will be paid for each hour worked at the Hourly Equivalent of the weekly rate. All benefits given to FT Employees shall be prorated for PT Employees as provided elsewhere in this agreement.

ARTICLE XX - NO STRIKE/NO LOCKOUT

1. It is agreed that, during the term of this Agreement, the Employer will not lock out and neither the Union nor its members will cause or engage in any strike, slowdown, walkout, cessation of work or any other total or partial curtailment of work or restriction or production or interference with the operations of the Employer or picketing of the Employer.
2. It is further agreed that, in all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members, provided the Union gives each Union member written notice that the action is in violation of this Agreement. While the Union shall undertake every reasonable means to induce such Employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer, during the first twenty-four (24) hour period of such unauthorized work stoppage, shall have the sole and complete right of reasonable discipline short of discharge, and such Union members shall not be entitled to or have any recourse to any provision of this Agreement; provided, however, that during such twenty-four (24) hour period, the leaders of such unauthorized work stoppage may be summarily discharged by the Employer without any recourse to any provisions of this Agreement.
3. After the first twenty-four (24) hour period of such stoppage and if such stoppage continues, however, the Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout or any other cessation of work, and such Union members shall not be entitled to or have any recourse to, any other provisions of this Agreement.

The Employer shall not be required to negotiate on the merits of any dispute, process grievances, or arbitrate any matter until the curtailment has ceased.

ARTICLE XXI - TECHNOLOGICAL CHANGES

1. In the event of proposed technological changes such as the introduction of office machinery, the Employer agrees to offer such employment to present Employees before hiring from the outside market, provided they can perform the work.
2. The Employer will train such Employees for thirty (30) days (or for an additional thirty (30) days if the Employer deems such Employee to be trainable). If the Employer does not believe the Employee already possesses the requisite skills to be trainable to the new job, or if after some training it appears that such Employee will not be a satisfactory Employee in the new job, the Employee may return to the former position or the Employer may return such Employee to such former position.
3. No work normally or customarily performed by Employees within job classifications covered by this Collective Bargaining Agreement shall be subcontracted by the Employer to any outside shop or agency.

ARTICLE XXII NON-DISCRIMINATION

1. The Employer will not discriminate against any Employee or applicant for employment because of race, creed, color, height, weight, religion, political affiliation, marital/dependent status, sex, sexual orientation, gender identity, disability, age or national origin. The Employer will insure that applicants are employed and that Employees are treated during employment without regard to their race, creed, color, sex, sexual orientation, marital dependent status, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation.

“Sexual orientation” means being or regarded as being heterosexual, homosexual, or bisexual, or having a history of such identification.

ARTICLE XXIII - SEXUAL/RACIAL HARASSMENT

The Company is opposed to and prohibits the sexual or racial harassment of any Employee by another Employee or to a customer. Violation of this policy is considered serious misconduct and may be cause for disciplinary action up to and including discharge.

Sexual harassment may take the form of a demand, expressed or implied, for sexual favors or submission to sexual conduct as a condition of receiving or retaining particular benefits of employment.

Sexual or racial harassment includes any conduct, verbal or physical, which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Racial epithets, offensive language used in reference to a person's race or sex, jokes of a sexual or racial character and the display of lewd or degrading pictures or cartoons may constitute sexual or racial harassment. The mere fact that the person who is the object of the conduct laughs or appears to "go along" does not necessarily mean the conduct is not offensive.

Any Employee of the Company may refuse unwelcome sexual attention or suggestions to engage in sexual conduct by another Employee or by a customer without fear of jeopardizing his or her employment.

Any Employee who believes he or she is the victim of sexual or racial harassment should do any or all of the following:

1. Inform the person who is engaging in the conduct that it is unwelcome and that it must be stopped.
2. Report the conduct to his or her Supervisor. If the Supervisor is engaging in the conduct, or if other circumstances exist which cause the Employee to believe discussion with the Supervisor would be inappropriate, report the conduct to the Director of Human Resources (Corporate Office).
3. If reporting the conduct to the Supervisor or the Director of Human Resources does not result in prompt and adequate remedial action, report the conduct to the Company's President (Corporate Office).

Retaliation Is Strictly Prohibited

The Company forbids retaliation against anyone for reporting racial or sexual harassment, assisting in making a racial or sexual harassment complaint, or cooperating in a racial or sexual harassment investigation.

ARTICLE XXIII - SEXUAL/RACIAL HARASSMENT - CONTINUED

Non-Fraternization

While the Company does not interfere with Employees' personal lives, a Supervisor-subordinate romance has a high risk of adversely affecting the productivity and morale of persons engaged in the romance and their co-workers. Rejection can lead to retaliation and acceptance can lead to favoritism. To avoid these problems, the Company prohibits Supervisors from dating, making sexual advances to or engaging in sexual acts with Employees they supervise or who are otherwise their subordinates. (Generally, it is also Company policy that a married couple cannot be in a supervisory-subordinate work relationship.) This policy applies to prohibited actions initiated by either the Supervisor or the subordinate regardless of whether or not it is welcomed by the other party.

If for whatever reason, a relationship between a Supervisor and Employee occurs or is contemplated which might violate this policy, both the Supervisor and the Employee are required to immediately inform the Director of Human Resources of the potential violation. Failure to notify the Director of Human Resources, as required above, will result in disciplinary action up to and including discharge.

Responsibilities Shared By All Employees

Each Employee is responsible for avoiding actions prohibited by this policy. Additionally, it is each Employee's responsibility to help maintain a work environment which meets the spirit of the policy. The appearance of inappropriate behavior can be as harmful to productivity and morale as a policy violation. Therefore, the Company expects its Employees to avoid situations or actions which might give the appearance of being contrary to the policy.

The Director of Human Resources should be consulted whenever help or guidance is needed in solving problems covered by this policy.

ARTICLE XXIV – GENERAL

1. The Employer agrees to meet with the duly accredited representative of the Union, by prior appointment, on all questions arising between the parties, with a view to adjusting any grievance and complaints which may arise. Further, the Employer will not bargain collectively with any other organizations relating to the Lansing Employees during the life of this Agreement.
2. Union representatives, prior to admittance to an Employee's work area, shall first obtain permission from the Office Manager, provided said representative in no way interferes with the regular routine of business.
3. Employees shall be required to use the Office and Professional Employees International Union, Local No. 459, AFL-CIO Label on all work done by them. Each label shall include the Employee's initials. Example: ma/opeiu 459-afl-cio.
4. The Employer recognizes the right of the Union to designate a job steward at the Employer's premises. Any Union business conducted between the Union Steward and Employees covered under this Agreement shall be subject to prior notification to the Union Steward's Supervisor when it is necessary to leave the Union Steward's area.
5. The Employer agrees that notices of the Union may be posted by the steward on the bulletin boards provided for that purpose.
6. The Employer agrees not to enter into any agreement with the Employees individually or collectively which in any way conflicts with the terms and provisions of this Agreement. Any modification of the prevailing terms and conditions of this Agreement must be reduced to writing and signed by the parties hereto before becoming effective.

ARTICLE XXV – SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decisions shall not invalidate the entire agreement, it being the express intention of all the parties hereto that other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXVI - CONTRACT DURATION

This Agreement shall be in full force and effect from March 1, 2020, and shall terminate on February 28, 2023

Signed and accepted this 3rd day of March, 2020

FOR THE UNION

By: Lance a Rhines
Lance Rhines
Service Representative
OPEIU #459

By: Susan Beals
Susan Beals
Union Negotiating Team

By: Kathy Giganti
Kathy Giganti
Union Negotiating Team

By: Chris Raymond
Chris Raymond
Union Negotiating Team

By: Jessica Reed
Jessica Reed
Union Negotiating Team

By: Cherri Swisher
Cherri Swisher
Union Negotiating Team

FOR THE EMPLOYER

By: James E. Schreiber
James E. Schreiber
President
TIC International Corporation

EXHIBIT A

1. Make-Up Time During Lunch Hours:

Employees may be allowed to make up time for a scheduled doctor or dental appointment for themselves, children and/or dependent spouse. Work must be performed during the same week as the appointment. Time may be made up before work or after work, or on an Employee's lunch hour depending upon the current shifts and the availability of supervision. The request must be presented to the immediate Supervisor, in writing, at least twenty-four (24) hours prior to the appointment. After the appointment, proof of the appointment must be submitted. Approval or denial will be given shortly after receipt of the request. If such request is not received at least twenty-four (24) hours in advance, it may be denied.

If a request is granted, the Employee must personally let her Supervisor know when she leaves for the appointment and must report back to his/her Supervisor on his/her return to the office. The Employee must let his/her Supervisor to know if he/she cannot report back to work when expected.

Refusal to permit such make-up time is non-grievable. However, refusal will be based on the situation that exists at that time and reasons will be stated as to why the request was denied.

If the appointment takes longer than the approved four (4) hours, the Employee will either be docked for the excess time, or it can be assigned to sick time otherwise available for this purpose or taken from vacation allotments.

2. Past Practices:

- a. Use of communication devices must conform with the TIC Use of Communication Systems policy. Use of Company communication systems for illegal purposes will result in immediate discharge.
- b. A tap water purifier and coffee, tea, sugar, creamer, hot chocolate, napkins and Kleenex will be supplied by the Employer.
- c. Employees may spend their lunch hours at their desk reading, working on crafts, eating, etc (subject to item e., below).
- d. An approved Red Cross first-aid kit will be made available to the employees.

EXHIBIT A (CONTINUED)

- e. Employees will be allowed to have coffee, snacks and personal items at their desks, within reason, except that the Employees who enter data at the LCD Flat Panels or the keyboards are to have no food or liquids even remotely close to the LCD Flat Panels or the keyboards since it creates a hazard to the equipment. There is to be no open food or liquids that can create sanitary problems in any of the work areas. A memo will be distributed regarding the clarification of finger food.
- f. Luncheons and office parties will be allowed on occasion so long as prior Management approval has been given for each occasion.
- g. There is to be no personal use of office facilities; such as, the computer, the Xerox or postage machines, UPS service, etc.
- h. Employees are expected to maintain a professional organized work area. Failure to do so will result in discipline according to article X-1.-b.
- i. Each Employee shall receive a replacement chair when their current chair is broken.
- j. Each Employee shall receive a flat panel monitor when their current flat panel monitor no longer works.
- k. Vacations shall be approved within 48 hours, but at no time more than 72 hours from submission.
- l. Personal Phone disciplines shall not include incoming calls with a duration of less than 2 minutes, unless the number of incoming calls is deemed excessive by Management.
- m. If an Employee is threatened with bodily harm by a member, the manager shall immediately take over the account and call the member back informing them of the change.
- n. No cell phones will be allowed on the Employees desk area. A memo will be distributed regarding communication devices.
- o. Employees will be allowed to have radios in their area as long as they are not interfering with their or others' work and/or can use one ear bud to listen to music.

EXHIBIT A

March 9, 2020

Memorandum of Understanding

During the most recent set of negotiations between TIC International and OPEIU Local 459, the subject of bullying at TIC was discussed at length. It was agreed between the parties that bullying will not be allowed. Documented cases of bullying will result in discipline, and if it continues, may result in immediate discharge from employment.

Bullying is an act of repeated, health-harming mistreatment, verbal abuse, or conduct which is threatening, humiliating, intimidating, or sabotage that interferes with work or some combination of the three in order to intentionally hurt another person, physically or mentally.

Bullying is subject to discipline up to and including termination of employment.