

CONTRACT

This Agreement entered into this 1st day of October, 2020 between West Michigan Local Union #275 of the International Brotherhood of Electrical Workers, and its successors (hereafter referred to as the Employer), and OPEIU Local #459 (hereafter referred to as the Union), both parties being desirous of establishing a harmonious relationship between themselves for the purpose of promoting the best interest and fraternal relations of both Union affiliated with the American Federation of Labor and the Congress of Industrial Organizations, and for the purpose of defining their mutual rights and obligations do agree as follows:

ARTICLE I – RECOGNITION

Effective on March 28, 2013, as a result of Michigan Public Act 348, the provisions of the foregoing paragraph requiring membership in good standing as a condition of employment shall not be applicable except with regard to any work, or in any other circumstance, in which the provisions of Michigan Public Act 348 would not apply or be controlling. The union and Employer further agree that if, during the term of this Agreement, Michigan Public Act 348 shall be repealed, amended, or otherwise nullified through legislation or an order of law rendered by a court or other tribunal of competent jurisdiction, the provisions of the foregoing paragraph affected by such legislation or order shall become a binding provision in this Agreement immediately on the effective date of such legislation or order.

Section 1. The Employer recognizes the Union as the exclusive bargaining agent for all of their office Employees and will bargain in good faith with the Union on all matters of wages, hours of work and other working conditions.

Section 2. The Business Manager/Financial Secretary of West Michigan Local Union #275 IBEW shall be the immediate supervisor of Employees.

Section 3. New office Employees shall be considered probationary Employees for a period of ninety (90) days, and after that they will be considered permanent Employees and must become members of the union if they are not already members. The Employer may terminate the employment of new Employees before ninety (90) days if her/his work is found to be unsatisfactory.

Section 4. It is a continuous condition of employment with the Employer that all permanent Employees covered by this contract shall be, and remain, members of the Union. Upon receipt of official notice from the Union, the Employer shall immediately dismiss persons losing their membership in the Union. Persons losing their membership in the Union shall not be entitled to any of the privileges of the contract. The Union agrees to protect the Employer from any monetary claim by the dismissed Employee as a result of loss of membership and her/his termination of employment by request of the Union.

Section 5. Employees shall be permitted and required to use the OPEIU Local #459 AFL-CIO Union label on all typing done by them.

ARTICLE II – HOURS OF WORK

Section 1. The work week shall consist of forty (40) hours and the work day shall consist of eight (8) hours. The work day shall start at 8:00 a.m. and end at 5:00 p.m., with one (1) hour off for lunch. Lunch hours will be staggered allowing the office to remain open (11:30 a.m. to 12:30 p.m. and 12:30 p.m. and 1:30 p.m.). The work week shall begin at 8:00 a.m. Monday, and end at 5:00 p.m., Friday. Any changes from this schedule are to be negotiated between the Employee and the Union before taking effect.

Section 2. Employees may flex their work schedule providing that there is someone to provide office coverage with approval of the Business Manager/Financial Secretary or their designee.

Section 3. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week, and for all work performed on Saturday as such.

Section 4. One-half (1/2) day before New Years' Day, New Years' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, and Christmas Day, one half (1/2) day on Good Friday, or days celebrated as such, and Juneteenth (June 19th) shall be paid holidays. The Employer agrees to pay double time for all work done on Sundays and double time for the holidays mentioned above when worked (in addition to any holiday pay). No less than four (4) hours shall be paid for Sunday or Holiday work at the overtime rate. Holidays shall be included as days worked in computing overtime.

Part time Employees regularly scheduled to work specific days during the work week shall receive holiday pay if the holiday occurs on the regularly scheduled day. Neither the employee nor the employer shall be required to work or offer work on any other day within the week in which this occurs.

If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday. If any of the above listed holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. In particular, if Christmas Eve falls on a Sunday, and Christmas Day is on a Monday, Tuesday is not paid time off. Same as with New Years' Eve and New Years' Day. If Christmas Eve or New Years' Eve fall on a Friday, the preceding Thursday is not paid time off.

Section 5. Part time Employees shall work less than 32 hours per week.

ARTICLE III – SENIORITY

Section 1. Employees shall acquire seniority after ninety (90) days from the date of hiring, after which their seniority shall be the original date of hire.

Section 2. Seniority rights shall be lost for the following reasons:

- a) Employee is discharged and not reinstated.
- b) Employee quits.
- c) Employee exceeds a leave of absence granted by the Employer, unless absence from work is due to sickness, accident or reasons beyond his/her control.
- d) He/she gives false reasons for obtaining a leave of absence.
- e) Employee fails to report back to work within three (3) working days after he/she is notified to return to work.
- f) Employee is absent from work more than three (3) consecutive working days without reporting, without an acceptable excuse.
- g) Employee is laid off for a period equal to the length of his/her service, but in no event less than a maximum period of one (1) year, and in no event more than two (2) years.

Section 3. All employees covered by this contract shall be placed on one seniority list, and seniority shall be office-wide wherever practicable. The Employer shall provide the Union with a complete seniority list, including classifications and salaries and it must be kept up to date with the changes.

ARTICLE IV – GRIEVANCE PROCEDURE

Section 1. All grievances shall be subject to the following procedure:

- a) Upon request the Business Manager/Financial Secretary shall meet with the Union Representative and an aggrieved employee for the purpose of settling a potential grievance.
- b) An employee having a grievance shall present it in writing to the Union Representative, who shall present it in writing to the Business Manager/Financial Secretary within ten (10) working days from the day in which the grievance occurred. All grievances filed untimely shall be null and void. The Business Manager/Financial Secretary shall meet with the grievance committee and render a decision within five (5) days.

- c) If a satisfactory settlement cannot be reached, the Union Representative and the aggrieved employee and the Executive Board Chair and the Business Manager/Financial Secretary of the Employer shall meet within ten (10) days.
- d) If a satisfactory settlement still is not reached, an impartial arbitrator shall be mutually agreed upon within five (5) days by the designated representatives of the Union and the Business Manager/Financial Secretary. If no impartial arbitrator can be chosen within five (5) days, the dispute shall be submitted to the United States Federal Mediation and Conciliation Service, who shall render a decision as soon as possible. The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitration shall be borne equally by both parties.
- e) The Employer agrees that it will not cause or sanction a lock-out and the Union agrees that it will not strike so long as negotiations are continuing under the grievance procedure herein provided for.

However, if the Employer does not abide by the decision of the arbitrator, the Union may take any action it deems necessary.

Section 2. The Employer agrees not to discipline or dismiss seniority employees except for just and sufficient cause.

ARTICLE V – LAYOFF

Section 1. In the event of a decrease in the volume of work to such an extent that layoff of an employee is made necessary, or for any other reason that would require a reduction in force, the principle of seniority shall be applied, and wherever practicable, said application shall be on an office-wide basis. Recall to work shall be in the reverse order of layoff, wherever practicable. Seniority shall accumulate during such layoff.

Section 2. A full-time seniority employee on layoff or to be laid off may be required to accept temporary or part-time work to retain their seniority. However, this requirement will in no way lessen any MESC benefit.

Section 3. An employee after one year's seniority about to be laid off shall receive two (2) weeks' notice and all accrued paid vacation upon request.

Section 4. The Employer agrees to establish and maintain Michigan Employment Security Commission (MESC) coverage for all employees under this Agreement.

ARTICLE VI – PAID TIME OFF

Section 1. The Employer provides paid time off (PTO) to encourage the scheduling of planned time off. PTO provides employee compensation for time off when absent from work for such purposes as vacation, illness of the employee or his/her family, personal days, family emergencies, religious observances, preventative medical and dental care and other absences excused by the Business Manager/Financial Secretary.

Section 2. All part-time and full time employees covered by this Agreement who are regularly scheduled to work 32 hours or more per week shall accrue forty hours for personal days plus the amount of vacation hours according to the schedule below. New employee will be eligible for PTO benefits following ninety (90) days of employment based on a prorated formula based on actual hours worked. For the purpose of PTO, the calendar year of January through December shall be the basis for scheduling and calculating paid time off.

Section 3. Eligible employees shall accrue paid PTO according to the following schedule:

Seniority	Paid Vacation per Year
91 days to 1 year	40 hours
1 – 5 years	80 hours
5-10 years	120 hours
10 – 15	160 hours
15 or more years	200 hours

Section 4. PTO should be scheduled as far in advance as possible.

Section 5. Employees may carry over up to five days of accrued vacation time from year to year. Any accrued but unused vacation time not carried over shall be paid in the last paycheck of the calendar year. In the event of separation from employment the employee will receive a pro-rated payment through the date of separation.

Notice of layoff or discharge will not be given while an employee is on vacation or on personal time off.

ARTICLE VII – LEAVES OF ABSENCE

Section 1. A seniority employee shall be granted a maternity or illness leave up to one (1) year, and shall be returned to his/her job with accumulative seniority at the prevailing rate of pay.

Section 2. Leave of Absence with accumulated seniority shall be granted in the event an employee is elected as a representative of the Union to act as a delegate to an AFL-CIO Convention.

Section 3. Leave of Absence for one week, with pay, shall be granted an employee in the event of death of his/her Mother, Father, Sister, Brother, Spouse, Children. Leave of Absence for three (3) days with pay shall be granted to an employee in the event of death of his/her Step Child, Step Mother, Step Father, Grand Parent, Grand Child, Father-in-Law, Mother-in-Law, Son-in-Law, or Daughter-in-Law.

Section 4. Leave shall be granted for jury duty and the Employer shall pay the difference between the employee's regular pay and the pay for jury duty. The Employer shall not be required to pay for jury duty after thirty (30) calendar days.

Section 5. Anyone hired as a replacement for a seniority member on leave of absence shall be given notification in writing to the effect that they are a replacement worker and not covered by the seniority provisions of this Agreement.

ARTICLE VII – GENERAL

Section 1. When there is a bargaining unit position open it shall be posted and preference given to the highest seniority bargaining unit employee applying.

Section 2. The Employer shall grant fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for paid break periods.

Section 3. The Employer agrees to maintain a high standard of sanitary lighting, and general working conditions, provided the Employer is solely responsible for the building in which the employee works.

Section 4. Any written statement or verbal contract made between an employee and the Employer which may conflict with this Agreement shall be null and void unless approved by the Union.

Section 5. It is not the intent of any clause in this Agreement to imply a lowering of the working conditions heretofore existing in the office.

Section 6. When an employee leaves the service of the Employer, he or she shall, upon request, be furnished with a written statement of character of service, unless discharged for just cause.

Section 7. In the event of an administrative change in the office of the Employer, the status of all employees shall be governed by this contract. Employees shall be entitled to retain their same jobs, and there shall be no lowering of wages or benefits.

Section 8. The Employer shall deposit portions or all of an employee's paycheck into a financial institution when voluntarily authorized by an employee. The deduction shall be mailed not later than fifteen (15) calendar days following the end of the month to the Michigan Electrical Employees' Fringe Benefit Funds.

Section 9. Employees shall be allowed to participate in any 401 K established by the Employer.

Section 10. If the Employer enters into any merger, affiliation, partnership or other business combination, a condition of the merger, affiliation, partnership or other business combination will be that any surviving entities meet the contract obligations of this Agreement.

ARTICLE IX – HOSPITALIZATION

Section 1. The Employer agrees to continue the Michigan Electrical Employees' Health and Welfare Plan, life insurance and weekly indemnity plan for full time office Employees, which is now in effect.

Payments to the Michigan Electrical Employees' Health Plan must be made not later than fifteen (15) calendar days following the end of each calendar month. If an

Employee becomes ineligible under the Insurance Fund due to the Employer's delinquency, the Employer then becomes responsible for hospital, doctor, weekly indemnity and life insurance.

During the term of this Agreement the Employer will contribute to the Health Plan the amount of the actual premium plus the one (1) dollar special fund contribution times 160 hours per month provided the Employee has been employed during the period for which payment is being made.

ARTICLE X – PENSIONS

Section 1. The Employer agrees to continue monthly contributions to the Michigan Electrical Employees' Pension, NEBF and Annuity Plan. The contribution rate effective October 1, 2011 shall be the same percentages as the Journeyman Inside Wireman Agreement for and Inside Wireman, including increases during the term of this contract.

It is agreed that in accord with the IBEW District Ten NECA Individual Equity Retirement Plan Agreement entered into between the National Electrical Contractors Association, Inc. and the International Brotherhood of Electrical Workers on December 11, 1973, as amended and now delineated as the National Electrical Annuity Plan Agreement and Trust, that unless authorized otherwise by the National Electrical Annuity Plan (NEAP), the individual Employer will forward monthly to NEAP's designated collection agent an amount as specified above. The payment shall be made by check or draft and shall constitute a debt due and owing to NEAP on the 1st day of each calendar month, which may be recovered by suit initiated by NEAP or its assignee.

The Employer hereby accepts and agrees to be bound by the National Electrical Annuity Plan Agreement and Trust.

The failure of the Employer to comply with applicable provisions of the National Electrical Annuity Plan Agreement and Trust shall constitute a breach of this Labor Agreement.

Section 2. It is agreed that in accord with the Employees Benefits Agreement of the National Electrical Benefit Fund (NEBF), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF, the Employer will forward monthly to the NEBF's designated local collection agent, an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by the Employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefits Agreement and Trust.

Section 3. Contributions to the above funds and payroll reports shall be mailed to reach the fund office not later than fifteen (15) calendar days following the end of each calendar month.

ARTICLE XI – JOB CLASSIFICATION AND DUTIES

Section 1. There shall be one (1) job classification, Administrative Assistant. Employees may use a title depending upon the Employee’s current job duties. Current areas of job duties are: Executive Secretary, Bookkeeper, and clerk. The Business Manager/Financial Secretary reserves the right to require cross training and may change job duties.

ARTICLE XII – WAGES

Section 1. Effective October 1, 2020

New Hire \$15.00

Wage increases will be as followed:

Effective October 1, 2020 – 3%	\$25.52
Effective October 1, 2021 – 2.5%	\$26.16
Effective October 1, 2022 – 2%	\$26.69

Section 2. The parties agree that the Employer may hire new Employees at a rate higher than listed in this Agreement based on skills and experience.

Section 3. Employees are expected to stay current with the technology required to run the office. In the event of specific methods or technology the employer will provide training.

ARTICLE XIII – DURATION AND AMENDMENT

This contract shall remain in full force and effect for three (3) years from October 1, 2020 and shall continue thereafter in full force and effect from year to year. In the event either party wish to change or amend the contract, notice shall be given by either party to the other party, in writing, sixty (60) days prior to the anniversary date of the contract, and this contract shall remain in effect until a new Agreement is reached.

**WEST MICHIGAN LOCAL
UNION #275 IBEW**

**OPEIU LOCAL #459
AFL-CIO**

Jonas Talbott
Business Manager/Financial Secretary

Lance A. Rhines
Service Representative

Suzanne T. McCall

Jean Wenger

Date

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