

TITLE 3 - SAFETY

3.5 Safety Clothing Allowance

Company will provide a Safety Clothing Allowance of ~~\$300-350~~ per year to meet the requirements under the Company's Personal Protective Equipment Policy.

TITLE 4 - WAGES, CLASSIFICATIONS AND OVERTIME

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4.2 Applicable Wage Rates

- A. **Classifications** - Employees shall be paid the wage established for their classification and level.
- B. **Out-of-District Premium** - Exclusive of any other provision contained in this contract, employees assigned to temporary work during an out-of-district assignment which qualifies them for the expense allowance provided for in Section 15.1 will be paid ~~a an hourly~~ premium of \$2.00 per hour for all time worked beginning with ~~travel the second consecutive day worked on to~~ an out-of-district assignment and ending with the return to the employee's normal reporting work location. This premium will apply to time spent ~~in traveling from a temporary assignment at its conclusion~~, but will not apply to the travel time or attendance at schools or seminars.

~~This premium is subject to adjustment for the next term of the Agreement.~~

When the premium is applicable to time worked at the overtime rate of pay, the applicable multiplier shall be used in determining the applicable premium.

- C. **Time Accumulation for Wage Purposes** - Other than as provided in any negotiated training programs, employees who have accumulated sufficient time in a classification having a defined time progression shall be advanced to the next step in such a classification until they receive the maximum rate thereof. For the purpose of wage rate progression in a temporary classification, the time worked by employees in other than their regular classification shall be accrued in such a temporary classification.

4.3 Temporary Upgrade

A. When authorized by the Company, Employees may be assigned to work in classifications other than their own for short periods of time. Such assignments shall be for employees qualified to perform in work classifications other than their own.

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B. When an MST is assigned to a job consisting of a total of 4 or more people, including any combination of employees, and/or contractors, and there is not a Level 5 on the job, the senior most MST shall receive temporary upgrade to Level 5 pay for the duration of the job.

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4.4 Temporary Upgrade – Definitions

- A. **Physical Lines of Progression** (See Exhibit C)
An employee temporarily assigned to work in a classification higher than their regular classification shall be paid for all time worked in the higher classification, at the appropriate step in the higher classification, provided that such time is not less than two hours during the day. Such time worked may be accumulated over a regular workday by intervals of not less than one-half hour.
- B. **Administrative Lines of Progression** (See Exhibit C)

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A temporary upgrade is defined as an employee temporarily assigned to perform the duties of a classification level with a wage rate higher than their regular classification and level, provided that such time is not less than four consecutive work hours during the day.

4.6 Temporary Upgrade - Wage Rate - Days Not Worked

An employee on an upgrade basis who is not required to work on a workday by reason of holidays, vacation, sick leave or any other contractually permitted reason shall have their rate of pay for such days determined in accordance with the following:

- A. The pay of an employee who is working in a classification other than their own for five or less consecutive work days on a time card or timekeeper reconciliation report basis shall be based on the straight rate of pay applicable to their regular classification.
- B. The pay of an employee who is working in a classification other than their own for more than five consecutive work days on a personnel authorization form basis shall be based on the rate of pay of the job to which the employee is temporarily upgraded.

4.7 ~~Regular or~~ Temporary Upgrade - Wage Rate - Upgrades to a Classification having a Higher Maximum Wage Rate

An employee who is ~~regularly or~~ temporarily assigned to a classification having a higher maximum wage rate shall be paid for all time worked in the temporary upgrade at the highest wage rate of the following:

- A. The wage ~~step~~ of the higher classification level which is next higher than their present wage rate, or
- B. The wage ~~step-rate~~ in the higher classification level determined by the time previously accumulated in such higher classification, as provided for in Section 4.2., or
- ~~A.C.~~ The top rate of pay of such higher classification if the employee has previously been demoted from a classification having a higher wage rate than the classification to which the employee is assigned.

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4.17 Overtime - ~~Rate and Double Time Conditions~~

In general, overtime compensation at the rate of ~~one and one-half~~ two times the straight rate of pay shall be paid to employees for overtime as defined in items A, B, C, D and E of Section 4.16; ~~except that:~~

- ~~A. The time worked in excess of 12 consecutive hours and continuing until the employee is dismissed from such work shall be paid at the rate of two times the employee's straight rate of pay, or~~
- ~~B. If, following an employee's dismissal from work or on an employee's non workday or holiday which the employee is scheduled to have off, the employee is called out for work, the employee shall be paid at two times the employee's straight rate of pay for all work performed outside the employee's regular work hours or on a non workday or holiday which the employee is scheduled to have off.~~
- ~~C. The time worked in excess of eight hours on the employee's second of two scheduled days off, counting from the first day of the basic workweek, shall be paid at the rate of two times the employee's straight rate of pay, provided such employee has performed work on the first scheduled day off. Employees scheduled to have four consecutive days off shall be entitled, in addition to the above, to pay at the rate of two times the employee's straight rate of pay for the time worked in excess of eight hours on the fourth scheduled day off, provided that such employee has also performed work on the third scheduled day off.~~
- ~~D. Bargaining unit employees are entitled to receive the same overtime rates as management and non-bargaining unit employees, when working under the same circumstances.~~

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E.A. For purposes of this Section, an employee's "regular hours of work" shall be the same on a non-workday as those regularly scheduled for such employee on a workday.

This provision shall not be applied to deprive the employee of any protection accorded under state wage and hour laws.

4.28 Standby Time – Compensation

Standby time will be paid at an amount equal to ~~one-two hours~~ of pay at the straight time rate of pay and one-half for each night following a full workday, ~~one hour~~two hours at the straight time and one-half rate of pay for each full 24-hours on a non-workday, and ~~two-four hours~~ at the straight time rate of pay and one-half on a holiday for all IBEW 1245 represented employees.

Employees required to be on standby less than 14 days from their last standby period will be paid, for the standby period occurring less than 14 days from their last standby period, at an amount equal to one hour of pay at double time for each night following a full workday, one hour at double time for each full 24-hours on a non-workday, and two hours at double time on a holiday.

Standby time will be paid in addition to any actual time worked. Actual overtime worked by the employee on standby during the standby period will be paid at the appropriate overtime rate, in accordance with Section 4.17.

TITLE 7 - LEAVES OF ABSENCE

7.1 Eligibility

Excluding Sick Leave, this Title, subject to the conditions set forth herein and as otherwise noted, shall address approved absences from work. Regular employees are eligible to request such leave(s) meeting the definitions and conditions set forth in this Title.

A. Approved absences under this section will not be granted if the purpose for which it is requested may lead to the employee's resignation.

B. Employees may request emergency or short notice absences from work which are not addressed in this Title, Title 8 – Sick Leave, Title 9 – Holidays, or Title 10 – Vacations to local management for approval consideration.

7.2 Leave of Absence

A. The Company may grant a leave of absence which is not herein addressed to regular employees if personal circumstances are, in management's judgment, urgent or substantial, provided that adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work.

B. A leave of absence shall not take the place of short-term or long-term disability for any health-related issues requiring absence from the workplace.

C. The Company may grant an additional leave of absence without pay to such employee if personal circumstances and Service to the Company warrant the granting thereof. Except as provided in Sections 7.6 and 7.7, a leave of absence will not be granted which, together with the last "leave" or "leaves" granted, will exceed twelve consecutive months.

7.3 Leave of Absence - Commence and End

A leave of absence shall commence on and include the first day the employee is absence from work by virtue of an approved leave of absence, and terminate with and including the workday preceding the day the employee returns to work.

The conditions under which an employee shall be restored to employment on the termination of their leave of absence shall be clearly stated on the form on which application for the leave is made.

7.4 Leave of Absence - Status

An employee's status as a regular employee shall not be impaired by a leave of absence.

7.5 Leave of Absence - Termination of Employment

If an employee fails to return immediately on the expiration of their leave of absence, or if they accept other employment while on leave, except as provided in Section 7.6(A), or if they make application for unemployment insurance benefits under any applicable act or law while on leave, they shall forfeit the leave of absence, terminate their employment with the Company and terminate regular employee participation in all Company Benefit programs.

7.6 Leave of Absence - Types

A. Union Business

1. The Company shall, at request of the Union, grant a leave of absence without pay to any employee for the purpose of engaging in Union business. Such leave shall be for a period or periods not to exceed a total of thirty-six consecutive months. Leaves of absence for Union business shall only be granted to one employee at a time. An employee who has returned to work for the Company following an absence on leave for Union business in

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excess of six months shall not be granted another such leave until they have worked for a period equivalent to the time they were last continuously absent on leave for Union business.

2. Unless an employee who is on leave of absence for Union business notifies the Company that they will return to work at the end of the first six months of such absence, their job shall be considered as vacant, and the Company may fill it as provided in Title 18. When such employee returns to employment after an absence in excess of six months they shall be employed in their former classification subject to the following:

- A. They may elect to displace another employee, or if the Company offers them an assignment to an existing job vacancy on a "Subject to Bid" basis, they may elect to accept it.

- B. If they accept such assignment, the location of such job shall thereupon become their regular headquarters, and their bid on such job shall be considered under Section 18.8. If their bid is not successful, their placement in the Company shall be governed by Title 19.

- C. If they elect to displace another employee, they shall displace the employee in their former classification who entered such classification during the period of the leave of absence and who has the least Service. If such displacement cannot be effected, they shall displace that employee in such classification who has the least Service, except that they may not displace an employee whose Service is equal to or greater than their own. If the last-mentioned displacement cannot be effected, their placement in the Company shall be governed by Title 19, and their job headquarters shall be the same as it was when their leave of absence was granted.

B. New Child Care

1. A regular employee, who has become a parent by the birth of a child or adoption of a child, shall be entitled to an unpaid leave of absence for a period not to exceed six consecutive months, beginning from the date of birth or adoption, to care for such newborn or adopted child. When an employee who was granted a leave for child care applies for reinstatement, the employee will be returned to the employee's former classification and work location which the employee vacated.
2. An employee may be granted an additional "leave of absence" for a period not in excess of six consecutive months for child care with the understanding that the employee may return to work provided a vacancy exists in a classification with a rate of pay equal to or less than the classification which the employee vacated.
3. If a vacancy of this kind does not exist after the second six consecutive months' leave of absence, the employee's employment shall be terminated.

C. Military Leave

Military leave is available to employees who participate in qualifying service for any of the Uniformed Services of the United States (Armed Services, U.S. Reserves, National Guard, Coast Guard, or the Public Health Service). Administration of Military Leave under this section shall be in accordance with the Company's U.S. Military Leave Practice.

D. Family and Medical Leave

Employees desiring to take a leave of absence without pay for qualifying family and medical reasons under the provisions of federal, state or local laws shall participate in and be subject to eligibility and provisions of the Company's U.S. Family and Medical Leave Practice. Available annual Sick Leave and available Vacation time may be used to substitute pay for approved unpaid Family Medical Leave absences.

7.7 General Leaves

The Company shall grant a General Leave as provided and described in the following sub-sections. General leaves shall be approved provided adequate arrangements can be made to take care of the employee's duties without undue interference with the normal routine of work.

7.8 General Leave - Types

A. Bereavement

1. If at all possible, a regular employee will be granted actual time off with pay necessary to attend the funeral of a member of the immediate family, including the time the body may lie in state and the day of the funeral, and the time necessary to travel to and from the location of the funeral, but not to exceed three workdays.
2. The immediate family shall be limited to: an employee's spouse, parent, grandparent, grandparent-in-law, parent-in-law, child, grandchild, son-in-law, daughter-in-law, stepchild, brother, sister, half-brother and half-sister, foster parent, or individual who was a member of the employee's immediate household at the time of death.
3. Consistent with the Company's operational needs, a regular employee may be granted the time off with pay necessary to attend the funerals of other persons the employee may be reasonably deemed to owe respect, but not to exceed one day.
4. Employees who have not attained regular status will be allowed time off without pay as provided for in Subsections 2 and 3 above.

B. Jury Duty

Employees who are summoned to serve on a grand jury, trial jury, or a jury of inquest will be granted the necessary time off for this purpose under the following conditions:

1. Employees shall advise their supervisor on the workday following receipt of notice that they are required to report for jury service.
2. Regular employees will be allowed the necessary time off with pay for jury duty which occurs within their scheduled working hours during the basic workweek. Such employees assigned to a third shift shall be rescheduled to a first shift during such a period of time at the straight rate of pay, and such employees assigned to a second shift who are actually empaneled on a jury or who are required to report to the jury commissioner on a second consecutive workday or more shall be rescheduled to a first shift during such a period of time at the straight rate of pay. Such employees will be paid their basic rate of pay.
3. In the application of other provisions of this Agreement, such time off with pay for jury duty will be considered as time worked and, if dismissed by the court on any workday before the end of the employee's regular work hours, such employee shall return to work provided such dismissal occurs at least two hours before the conclusion of such hours of work.
4. Employees who have not attained regular status will be allowed time off without pay subject to the other provisions of Subsection 1 above.

C. Witness

Regular employees will be given the necessary time off to appear as a witness in administrative, civil or criminal cases under the following conditions:

1. Employees shall advise their supervisor on the workday following receipt of notice that they are required to appear as a witness.
2. Employees who are required to appear as witnesses on behalf of the Company will be treated with respect to the provisions of this Agreement as though they were employed in their customary work.

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3. Employees who are subpoenaed to appear in litigation in which the Company has no interest and is not a party, but nonetheless involves an employee's presence as to matters arising out of and in the course of their employment with the Company will be paid at their straight-time rate of pay in accordance with Sections 4.2 and 4.6 for the time required to appear or testify (but not more than the employee's regular scheduled work hours in any one normal workday).
4. If the employee-witness is dismissed by the court or administrative agency on any workday, the employee shall telephone their supervisor and upon request return to work.
5. In all other instances, an employee who has been subpoenaed as a witness in any matter not provided for above will be excused from work, without pay, for the time necessary for such administrative or court appearance.

D. Adoption

Regular employees will provide their supervisor reasonable notice and be allowed time off with pay up to one workday necessary for court appearances in connection with child adoption procedures.

TITLE 8 - SICK LEAVE

8.1 Sick Leave – Definition

Sick leave is defined as absence by reason of any illness or disability which does not come within the application of a governing Workers' Compensation Act or Law. Such time off as that allowed for an employee's personal medical, visual and dental appointments shall be charged as sick leave.

Sick leave may also be used for any qualifying Family Medical Leave eligible purpose as described in Section 7.6(D)

8.3 Sick Leave – Qualification

At the time of hire and for each month of service thereafter for the first calendar year of employment, an employee shall be allowed 8 hours of sick leave up to a ~~total maximum~~ of 80 hours. In January following the first calendar year of employment or transfer and for each year thereafter, a regular employee shall be allowed sick leave with pay for a total of eighty (80) hours per calendar year; provided that they must first perform services in a calendar year before such sick leave will be allowed.

Upon retirement any unused sick leave of the employee's annual entitlement will be paid out to the employee at the employee's then current wage rate.

8.4 Sick Leave – Short Term Disability Benefit

The Company shall provide employees a Company-paid Short Term Disability (STD) benefit as follows:

- A. STD benefit begins ~~following either a one week waiting period~~when an employee is medically unable to work up to 36 consecutive work hours or immediately upon hospitalization, as defined by the STD benefit carrier.
- B. Employees on STD will receive a benefit maximum of 67% of their base salary.
- C. During disability leave, sick leave hours and disability bank hours, as defined in Section 8.5, will be applied to supplement the STD benefit paid to employees. Other available paid time off entitlements shall not be used to supplement the STD benefit.
- ~~C.D.~~ Employees placed on STD shall participate in the Company Disability Management Program.

8.5 Sick Leave – Accumulation

Any unused annual sick leave for the ~~eight successive~~ calendar years immediately preceding the current year will be accumulated to an employee's credit, in a disability bank, up to ~~for~~ a maximum of three hundred and seventy (370) hours.

Disability bank hours shall be available ~~for use~~ when an employee is disabled (as defined and determined by the Company's Disability Management Program~~STD benefit carrier~~) and used to offset the reduced Short Term Disability pay benefit as described in section 8.4 up to a maximum of the employee's regular wage rate.

Upon retirement any unused Disability Bank leave will be paid out to the employee at the employee's current wage rate.

TITLE 10 - VACATIONS

10.1 Vacations – Definitions

- A. Eligibility: The provisions of this Title apply only to regular employees.
- B. A regular employee is an employee who has fulfilled the requirements of Section 5.3 of this Agreement.
- C. Earned Annual Vacation Allowance is the number of paid vacation ~~days-hours~~ which an employee will earn in the calendar year. The number of paid vacation ~~days-hours~~ will be determined by years of employment. Employees are granted the appropriate vacation allowance January 1 for that year's vacation.

10.3 Vacations - Allowance

- A. New hires will not accrue or receive vacation hours during the probationary period. Following the successful completion of their probationary period, new hires will be eligible for and may use a pro-rated vacation allowance based on the number of full calendar months ~~left-remaining~~ in the calendar year.

10.9 Vacation – Deferment

An employee may defer their vacation in one year and add it to their vacation in the next following year up to a maximum of 80 hours at the employee's discretion. Additional deferment may occur provided that the Company gives approval thereto.

In no event shall an employee defer their vacation longer than one year, or be permitted to take more than the total of two vacation periods in any one calendar year, or take a vacation in advance of the year in which it is due.

If an employee defers their vacation under the provisions of this Section they shall take it at the convenience of the Company and at such time as not to interfere with the regular vacation schedules of other employees.

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TITLE 11 - HOURS

11.4 Hours - Exceptions to Section 11.3

When the days in an employee's basic workweek are to be temporarily changed for vacation relief or other extended periods of relief, company shall give the employee as much advance notice as is practicable. In any event, notice of such temporary change shall be given not later than the end of the last regularly scheduled work period in an employee's workweek, otherwise their regular schedule shall be applicable until such notice is given.

Union members shall have the ability to set up flex schedules unless the company can show an inability to comply with the member's request.

11.5 Hours – 4/10 Work Schedule

Upon ratification 4//10 schedules will be established in each headquarters through a simple majority vote of the union membership. These established schedules will remain in effect through the term of this agreement. mutual consent of the Company and the Union, other than as described in sub sections 11.1 and 11.2, the Company may, at its sole discretion, revert to a basic workweek of five workdays (Monday to Friday) of eight hours each for all field employees and locations.

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TITLE 13 - EQUITABLE DISTRIBUTION OF OVERTIME

13.5 ~~Equitable Distribution of Overtime – Overtime Distribution Classifications~~ Deleted 2016

~~For the purposes of equitable distribution of overtime, the classifications Multi-Skilled Technician, Mechanical Stream and Multi-Skilled Technician, Technical Stream shall be considered the same.~~

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13.12 Equitable Distribution of Overtime – Pre-Arranged Overtime

Should a situation arise where there are no volunteers or the number of volunteers for prearranged overtime are insufficient for the work that must be performed, the Company shall assign the work to the employee(s) in the needed classification who has the least number of factual overtime hours worked as listed on the Overtime Distribution Reports as defined in 13.4-3 of the Agreement. In each such situation of forced prearranged overtime assignment, where more than one employee has the same number of actual overtime hours worked and one or more of these employees is to be required to work, the employee(s) with the least service (as defined in Title 6) shall be required to work. Should an employee be on a scheduled vacation or sick leave, other than routine Doctor or Dentist visits, the employee will not be called, except in an emergency. While the employee is on vacation or sick leave the employee will not be charged if they turn down the overtime.

13.15 Equitable Distribution of Overtime – Returning From Out of Region

When an employee returns to their regular work location after an assignment performing voluntary regular work duties in an area outside of GTN, Tuscarora and N. Baja there shall be posted to the record of their regular classification a number of hours equal to the greatest number of overtime hours worked by an employee in that classification and location during the period of such temporary assignment. Thereafter such returning employee shall receive assignments of overtime work as though they had actually worked that number of overtime hours in their regular classification during the period of the temporary assignment.

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TITLE 18 - JOB BIDDING, TRANSFERS AND PROMOTIONS

18.2 Job Bidding and Promotion - Temporary Appointments

Whenever a vacancy occurs in any job classification, the Company may temporarily fill it by appointment prior to and /or during the recruitment and bidding process. If practicable, any such temporary appointment shall be given to the employee in the location in which the vacancy occurs who would be eligible therefore under the job bidding provisions of this Title.

From time to time the Company may have opportunities for bargaining unit employees to temporarily fill exempt (non-bargaining unit) positions.

A. Temporary Appointments to Exempt Positions – Less Than 30 Calendar Days

These appointments may be performed by contractor, exempt personnel or upgraded bargaining unit employees. The Company retains the right to select individuals for the positions based on their leadership and managerial skills.

While an upgraded bargaining unit employee is in a temporary appointment, the employee is in this position, they will continue to be represented by the Agreement, and will receive appropriate overtime based on actual hours worked and perform other tasks as provided in Title 20.2 Miscellaneous – Bargaining Unit Work by Supervisors.

In recognition of the ~~managerial~~ responsibilities of the temporary appointment to an exempt position, the Company provides the following guidance for compensation of a Union bargaining unit employee in this position so appointed:

1. ~~Multi-Skilled Technician, Mechanical Stream~~
 - a. ~~All classification 5% above the current Multi-Skilled Technician Level 5 (Any Classification) wage rate. If the appointment is in the first year of the Agreement – an increase in base pay of 9.3%~~
 - b. ~~If the appointment is in the second year of the Agreement – an increase in base pay of 7.7%~~
 - c. ~~If the appointment is in the second year of the Agreement – an increase in base pay of 6.4%~~
2. ~~Multi-Skilled Technician, Mechanical Stream (with welding as secondary skill) – increase in base pay of 9.3%~~
3. ~~Multi-Skilled Technician, Controls Stream – increase in base pay of 3.7%~~
4. ~~a. Administrative Staff – increase in base pay of 3.0%~~

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18.3 Job Bidding and Promotion - Multi-Skilled Technician Line of Progression

There shall be progression within each Multi-Skilled Technician Stream (Mechanical and Controls) according to progression guidelines established by the Company. However progression through the Utility Worker 1-2 and Multi-Skilled Technician levels 2-4 shall not exceed 12 months per level. The Company shall have discretion to develop and implement a Multi-Skilled Technician training program consistent with these guidelines. Progression from the top Utility Worker level to the lowest Multi-Skilled Technician level shall ~~not~~ be automatic.

As employees in Physical Lines of Progression are expected to advance within the Classification to the highest level available; limited to Level 4 for Multi-Skilled Technician (Controls Stream) and Multi-Skilled Technician (Mechanical Stream).

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18.6 Deleted 2016 Bidding and Promotion—Change of Classification Request

- ~~A. Regular employees who wish to change from one line of progression to another may submit Request For Change of Classification on a form provided by the Company. The Company need not consider any such request which is received less than eight (8) calendar days after the posting for bid of a vacancy in the requested classification. The Company shall acknowledge receipt of all Requests For Change of Classification within fifteen (15) calendar days from the day of receipt and shall notify in writing an employee who transmits a request hereunder of the requirements for entering the classification, including information regarding testing programs which must be completed.~~

- ~~B. The Company shall make unrestricted appointments in filling one half of the vacancies in beginner's classifications. Beginner classification is defined as the first position in each line of progression, as shown in Exhibit C.~~

- ~~C.A. In making appointments to fill the remaining one half of the vacancies in beginner's classifications in each line of progression in a given headquarters, the Company shall give preferential consideration to regular employees who have previously requested in writing a transfer to fill such vacancies, preference for appointment being given to the employee in each classification who has the greatest Service.~~

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TITLE 21 - TERM

21.1 Term

This Agreement, having taken effect as of July 1, 1962 for physical and December 9, 1988 for office and clerical, and having thereafter been amended from time to time, shall continue in effect as further amended herein for the term of April 1, ~~2012~~2017 to March 31, ~~2016~~2020, and shall continue thereafter from year to year unless written notice of termination shall be given by either party to the other 60 days prior to the end of the then current term.

21.3 Term - Wage Increases

All bargaining unit employees to receive a ~~two-four~~ point five percent (24.5%) wage increase effective April 1, ~~2012~~2017; a ~~two-four~~ point five percent (24.5%) wage increase effective April 1, ~~2013~~2018; and a ~~three-four point five~~ percent (3-04.5%) wage increase effective April 1, ~~2014~~2019.

The Company shall pay an employee designated by the Company to be in a lead position (MST Level 5 – any career stream) at a rate equivalent to 7.5% greater than the highest pay rate for an MST Level 4 (any career stream) as per Exhibit A. Future wage rate adjustments shall be made to maintain a difference of 7.5%.

21.7 Term - Agreement Term

This Agreement cancels and supersedes that certain Agreement entered into on August 1, 1962, for physical and December 8, 1988 for office and clerical by the Company and the Union.

IN WITNESS WHEREOF the parties hereto by their duly authorized representatives have caused these presents to be executed and made effective as of this first day of April, ~~2012~~2017.

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Per LA 2014-1 include Exhibit E and modify as proposed.

EXHIBIT E- EMPLOYEE BENEFITS

The following provides a summary of the employee benefits offered to ~~bargaining~~ Bargaining unit ~~Unit~~ employees. Details of services and payments shall be available in the Company provided Benefits and Retirement Program book for employees represented by IBEW 1245 on the Company's intranet website.

1. Medical Plan

Regular employees are eligible to participate in a medical plan paid for by the company. The program will offer both in-network PPO and an out-of-area plan.

2. Medical Plan - Retirement

- A. Upon retirement from active employment under the provisions of the Company's Retirement Plan, or from Long-Term Disability on or after his or her normal retirement date, an eligible retiree shall become eligible for membership in such medical plan or plans as Company may from time to time make available for eligible retired employees and their dependents and a copy of such plan or plans shall be furnished to the Union.
- B. Effective January 1, 1994, an eligible retiree is any retiree who was hired by the Company prior to January 1, 1994. Employees hired on January 1, 1994 or after are not eligible for post- retirement medical benefits under this plan.
- C. Prior to changing a plan for retired employees eligible for Federal Medicare then in effect, Company will meet and confer with Union and, unless agreed upon by Company and Union, the total benefits provided under Federal Medicare and its supplement and any plans provided by Company in effect on January 1, 1974, for such retired employees, shall not be reduced during the current term of this Agreement for employees retiring after December 31, 1974. During such term, Company shall continue to pay the full plan premium for employees who retire after December 31, 1974 for the supplemental plan in effect on January 1, 1974, or its successor plans or, if the retired employee is a member of a designated HMO plan instead of such supplemental plan, such premium shall be applied toward the premium of the HMO plan.
- D. An employee who retires under the provisions of the Company's Retirement Plan prior to such employee's normal retirement date and whose retirement date is prior to January 1, 1991 shall, until his or her normal retirement date, be considered as an active employee for the purpose of premium payment
- E. For eligible employees as defined in paragraph 9 of this Agreement who retire after March 31, 1991 and prior to such employee's normal retirement date, the Company contribution shall be prorated based on the retired employee's service, and shall be determined using the following formula:

Prorated Company contribution = (C / 25) x Y

C equals the premium for retirees under age 65, and Y equals the employee's years of service up to a maximum of 40. In no event will the Company contribution under this paragraph exceed the full medical plan premium for the retired employee.

- F. For purposes of paragraphs B. and C. above, service will be determined in accordance with the provisions of the Company Retirement Plan, and age and service will be determined as of the date that the Company contribution is to be made.

3. Dental Plan

Regular employees are eligible to participate in a dental plan paid for by the company.

4. Vision Plan

Regular employees are eligible to participate in a vision plan paid for by the company

5. Flexible Spending Account

Regular employees may set aside money on a pre-tax basis to pay for certain eligible expenses into a Health Care Flexible Spending Account (HCFSA) and/or a Dependent Care Flexible Spending Account (DCFSA) that are not covered under medical, dental and vision programs up to the maximum provided by regulation or \$2,500 per year, whichever is greater. Any money left in the flexible spending account at the end of the benefit year will be forfeited.

6. Basic Life Insurance

Regular employees will be provided with basic life insurance equal to IX annual base salary (minimum of \$50,000 up to a maximum of \$250,000) paid for by the company.

7. Optional Life Insurance

Regular employees may also elect to purchase at their cost, optional life insurance for themselves, eligible spouse/domestic partner and children in the following increments:

Employee	Up to \$500,000 in \$10,000 increments
Spouse/Domestic Partner	The lesser of 50% of the employee life insurance benefits or \$150,000, or Y2 of employee life insurance amount in \$5,000 increments
Children	Up to \$10,000 maximum in \$1,000 increments

8. Long-Term Disability

Regular employees are entitled to participate in the long-term disability plan paid for by the company. When an employee is disabled for more than twenty-six (26) weeks and meets the disability definition as set forth by the plan, the plan will continue to pay 50% of the employee's pre-disability base salary up to a maximum of \$7,500 per month up to age 65. Any benefits payable under the plan are taxable.

9. Pension Plan

Regular employees will be allowed to participate in a non-contributory defined benefit pension plan. Employees must complete 2 years of continuous service or reach age 55, whichever is first, to become vested in the plan. Normal retirement age is 65, but an employee may retire as early as age 55, but pension may be reduced. Modify Pension Plan formula and options. Delete Schedule of Benefit Rates and replace with the following Pension Formula: 1.5% x monthly rate x years of service and allow a Lump Sum cash out option.

10. 401(k) and Savings Plan

Employees who are at least age 21 with 11 months of continuous service are eligible to voluntarily participate in the plan. Employees may defer from 1% up to 60% of their pre-tax eligible earnings (subject to IRS limits) and the company will make a matching contribution of ~~50~~100% up to the first ~~65~~5% of eligible earnings that the employee contributes. Contributions are 100% vested and no more than 10% of the employee contributions may be used to purchase company stock.

11. Maintenance of Benefits During The Contract

During the term of the contract, Company may propose additions of or changes in carriers, provided that the added or changed carrier offers comparable or equivalent levels of benefits and costs to employees. Any such proposals may be referred to regularly or specially scheduled meetings of the Labor-Management Committee. The Labor-Management Committee will consider any such proposal as expeditiously as possible.

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Union's opening proposals
January 17, 2017

By written agreement between the Company and Union members of the Labor-Management Committee, additions or changes in carriers may be made, provided that the added or changed carriers offer comparable or equivalent levels of benefits and costs to employees.