

IBEW 1245 (Gas)
TENTATIVE AGREEMENT
April 30, 2020

1. Offer applies to ALL classifications across all applicable agreements
2. Term: *June 1, 2020 or the Sunday following signature date through May 31, 2026.*
3. General Wage Increases

- Effective 6/1/2020 thru 5/31/2021 - 3% wage increase for all classifications
- Effective 6/1/2021 thru 5/31/2022 - 3.75% wage increase for all classifications
- Effective 6/1/2022 thru 5/31/2023 - 3.75% wage increase for all classifications
- Effective 6/1/2023 thru 5/31/2024 - 3.75% wage increase for all classifications
- Effective 6/1/2024 thru 5/31/2025 - 3.75% wage increase for all classifications
- Effective 6/1/2025 thru 5/31/2026 - 3.75% wage increase for all classifications

4. In Lieu of Benefits will increase to \$21.50 an hour for the duration of the agreement.

* In Lieu of Benefits- LineCo and NEBF, NEAP to be paid in addition to the applicable hourly rate of pay. (This amount is applied to the base rate for all hours worked)

Current LOU's for classifications that have the ILB of 25% will remain at that percentage rate added to the wage increases identified above.

5. Change Grievance Procedures to reflect Arbitration vs Council for Industrial Relations.

GRIEVANCES/DISPUTES

STEP ONE: A Grievance must be filed no later than five (5) days after the date of action complained of or the date employee became aware of the incident, which is the basis for the Grievance, whichever is later.

STEP TWO: All Grievances shall be presented orally by the aggrieved employee and/or a Shop Steward or a Union Business Representative to the aggrieved employee's immediate supervisor or, if unavailable, Employer Representative. Both parties shall put forth their best efforts to resolve the Grievance at this level within seventy-two (72) hours. If the Grievance is not resolved within seventy-two (72) hours of the oral discussion, Step Three shall be followed.

STEP THREE: In the event that the Grievance is not settled by the procedure in Step Two, the Union Business Representative shall, not later than ten (10) calendar days after the completion of Step Two, present the Employer with the Grievance in written form, with a copy to Employer's West Region Vice President, setting forth the following:

- a. A statement of the Grievance and the facts upon which it is based.
- b. The Section or Sections of the Agreement relied upon or claimed to have been violated.
- c. The remedy or correction which is desired.

In the event either party desires a meeting to discuss the Grievance, the parties shall meet within ten (10) calendar days from receipt of said Grievance for the purpose of discussing the Grievance. The party served with written notice of the Grievance shall within ten (10) calendar days after the aforementioned meeting, or in the event no meeting is held within ten (10) calendar days after the receipt of the Grievance, answer the Grievance in writing.

STEP FOUR: In the event the Grievance is not settled in Step Three, it shall be referred to the Labor-Management Committee.

STEP FIVE: Should the Labor-Management Committee fail to agree or adjust any matter; such may be submitted jointly or unilaterally by the parties to this Agreement to an impartial arbitrator selected from a list provided by the American Arbitration Association. Selection of the arbitrator shall be carried out in accordance with the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties to this Agreement. The expense of the arbitration shall be borne equally by the Employer and the Union. The impartial arbitrator shall not have the authority to amend or modify this Agreement or establish new terms and conditions under this Agreement. The impartial arbitrator shall determine any questions of arbitrability.

When any matter in dispute has been referred to conciliation or arbitration for adjustment, the provisions and conditions prevailing prior to the time such matters arose shall not be changed or abrogated until agreement has been reached or a ruling has been made.

4.03 SHIFT WORK

1. When so elected by the contractor, multiple shifts of at least five (5) days' duration may be worked. When two (2) or three (3) shifts are worked:
2. The first shift (day shift) shall be worked between the hours of 8:00 A.M. and 4:30 P.M. Workmen on the "day shift" shall receive eight (8) hours' pay at the regular hourly rate for eight (8) hours' work.
3. The second shift (swing shift) shall be worked between the hours of 4:30 P.M. and 12:30 A.M. Workmen on the "swing shift" shall receive eight (8) hours' pay at the regular hourly rate plus 10% for seven and one-half (7 1/2) hours' work.

4. The third shift (graveyard shift) shall be worked between the hours of 12:30 A.M. and 8:00 A.M. Workmen on the "graveyard shift" shall receive eight (8) hours' pay at the regular hourly rate plus 15% for seven (7) hours' work.
5. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at **the overtime rate specified under 4.11 of this agreement.**
6. There shall be no pyramiding of overtime rates and double the straight rate shall be the maximum compensation for any hour worked. There shall be no requirement for a day shift when either the second or third shift is worked.

ADD in Conjunction with Letter of Understanding on Splitting Shifts / Alternative Work Schedule.

Splitting Shifts / Alternative Work Schedule.

1. The above designated shift times may be modified from the designated start times to allow a designated modified shift. When these designated shifts are modified employees will be paid at the third shift (Graveyard) rate and will receive eight (8) hours pay at the regular hourly rate plus 15% for seven hours worked.
 2. All other requirements specified above under the shift work language will remain in effect under this provision.
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