

# **MEMORANDUM OF AGREEMENT**

This Agreement made and entered into by and between FeeCorp Industrial Services Inc. (Ironton), hereinafter referred to as the “Company” and Local Union 1466 of the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, hereinafter referred to as the “Union”.

For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the Company and the Union may mutually benefit, the parties hereto contract and agree with each other as follows:

## **ARTICLE I**

**Section 1.** The Company recognizes the Union, during the term of this Agreement, as the sole and exclusive representative of the employees in the bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

**Section 2.** This Agreement effective 12:01 a.m., February, 17 2018, will continue in force through February 17, 2019 and for yearly periods thereafter unless either party shall notify the other in writing, not less than sixty (60) days before any termination date of the parties desire to commence negotiations for a new contract.

**Section 3.** Either party may request to open the contract for wage and bonus negotiations, sixty days prior to February 17, 2019 and February 17, 2020. Should the wage agreement be reopened and the parties fail to reach

agreement, by the expiration date of the current wage agreement, Article XXI shall become inoperative with respect to any strikes, work stoppages, picketing or lockouts which result from the failure to reach agreement on the subjects of wages and bonuses.

(a) The parties hereto agree that section 3 only pertains to multiyear agreements.

## **ARTICLE II**

**Section 1.** The parties hereto have agreed to a Wage Agreement with attached wage rate structures apart from this Agreement, which covers employees in the bargaining unit. Such wage structures shall remain in effect for the duration of the Agreement.

**Section 2.** Employees that work as supervisors shall receive a \$1.00 premium in addition to their regular straight-time hourly rate.

**Section 3.** Employees working in lead abatement shall receive a \$1.00 premium in addition to their regular straight time rate.

**Section 4.** Employees, when using respirators under air, shall receive a \$1.00 premium in addition to their regular straight time rate.

## **ARTICLE III**

### **Grievance Procedure – Arbitration**

**Section 1.** The Union shall appoint stewards, where required and shall notify the Human Resources Department in writing of such appointments.

**Section 2.** Any dispute or disagreement arising between an employee and the Company, including suspension or discharge, shall constitute a grievance and shall be considered and disposed of in the manner hereinafter provided. An employee who is suspended or discharged may bypass the first step of the grievance procedure and submit a grievance in writing at the second step.

#### **Grievance Procedure:**

**Step 1.** Within thirty (30) calendar days after a grievance occurs or is discovered, the employee and/or his Divisional steward may submit the grievance to the employee's immediate supervisor.

**Step 2.** If such supervisor does not satisfactorily adjust the grievance within seven (7) calendar days after it is presented to him, after the supervisor's reply, the grievance shall be reduced to writing and may be presented by the employee and/or his Divisional steward to the appropriate Department or Divisional head for adjustment. The Department or Divisional head shall meet with the employee and/or his Divisional steward within ten (10) calendar days after receipt of the grievance. The Department or Divisional head shall give an answer in writing within ten (10) calendar days after the date of the meeting.

**Section 3.** At the presentation of a grievance at Step 1 and 2, one (1) aggrieved employee and one (1) Divisional steward shall not lose their regular straight-time pay for time spent in grievance meetings during their regularly scheduled hours. Meeting shall be held at a time and place mutually convenient to both parties. Such payment shall not include travel time. The Local Union Business Manager or his representative may attend a second (2<sup>nd</sup>) step meeting.

**Section 4.** Failure on the part of Management to answer a grievance within time limits set forth shall be considered a negative answer.

#### **Arbitration Procedure:**

**Section 5.** A grievance alleging violation of a specific term or provision of this Agreement, or the application thereof, which has not been satisfactorily adjusted as hereinbefore, may be submitted for arbitration.

**Section 6. (a)** The Union shall notify the Company of its desire to arbitrate within thirty (30) days of receipt of the answer of the second (2<sup>nd</sup>) step. Accompanying the written request shall be a statement of the specific term(s) or provision(s) of this Agreement alleged to have been violated.

**(b)** The Company or Union shall thereupon promptly notify the Federal Mediation and Conciliation Services and request from such Service a panel of arbitrators. Upon receipt of such panel, the Company and Union shall select an arbitrator for the purpose of solving the issues in dispute. In the

event of the failure of the Company and the Union to select an arbitrator within a period of thirty (30) days following their receipt of said panel, the Company or Union shall apply to the Federal Mediation and Conciliation Service for a second (2<sup>nd</sup>) panel from which an arbitrator shall be selected.

(c) The cost of the hearing shall be equally borne by both parties. Any transcript requested by either party shall be paid for by such party.

**Section 7.** The Union shall be required to furnish the Human Resources Department with the names and addresses of all Local Union Officers, Agents, Stewards, Executive Board members and the International Vice President having jurisdiction over the Local Union.

**Section 8.** All notices required in this Agreement to be served upon the Company shall be served upon the Human Resources Director at 7995 Allen Road, Canal Winchester, Ohio 43110. All notices required to be served upon Local Union 1466 shall be served upon the Business Manager of the Local Union at his last address furnished to the Company by the Local Union.

## **ARTICLE IV**

### **Seniority**

**Section 1.** The parties recognize two (2) types of seniority: Company and job classification seniority. The Company and the Union have agreed on a current, up-to-date seniority listing, which is attached hereto as “Exhibit A”. The Company agrees to maintain a current seniority listing.

(a) Company seniority shall be the date from the time an employee first earns compensation in the employment of the Company, after his latest employment by the Company.

(b) Job classification seniority shall be the date from an employee's latest employment in a specific job classification.

(c) Seniority shall be a factor in layoff and recall, transfers, demotion, promotion and vacation.

(d) The Company shall maintain an up-to-date seniority list of all employees. Such list(s) shall show Company seniority and job classification seniority of each employee and shall be posted in a place or places accessible to employees. A copy of such list(s) will be provided to the Union.

(e) Promotions will be based on the job classification seniority and qualifications. Everything being equal, seniority will prevail.

## **Section 2. Layoff and Recall**

(a) Layoff: In the event that it is necessary to reduce the number of employees in a job classification, the employee in that classification with the least amount of seniority will be laid off.

(b) Recall: In re-hiring after a layoff, the employer agrees to offer reemployment to former employees in those classifications in the reverse order in which they were laid off.

## **ARTICLE V Hours of Work**

**Section 1.** The normal workday will consist of eight (8) consecutive hours of work, exclusive of mealtime and the normal workweek shall consist of five (5) consecutive normal workdays and shall begin on Sunday of each week.

**Section 2. (a)** Overtime is defined as the time worked in excess of forty (40) hours of work in a normal workweek. All overtime shall be paid for at the rate of one and one-half (1 ½) basic rates except where higher rates are provided for elsewhere in this Agreement.

(b) When the Company determines that overtime is required, such work shall be distributed as equitably among employees in a job classification in which such overtime work is to be preformed.

	February
<b>I. Laborer</b>	2017 Rate
1. Starting.	\$11.10
2. After 480 hours worked	\$11.84
3. After one year of service and at least 2,000 hours of service in that year.	\$12.01
4. Qualifications: at least two	\$12.39

years of service.

- |  |         |
|--|---------|
| 5. At least two years of service and the following training: 24 hours OSHA training, 10 hours MSHA training, respirator fit test and lead training.  | \$13.38 |
| 6. At least two years of service and the following training: 24 hours OSHA training, 10 hours MSHA training, respirator fit test, lead training and fresh air.   | \$14.48 |
| 7. Qualifications: at least three years continuous service and the following: 24 hours OSHA training, 10 hours MSHA training, respirator fit test, lead training and fresh air, small fleet driver (non CDL), water blaster operator, vacuum truck operator. | \$15.02 |
| 8. Qualifications: Class B-CDL, 24 hours OSHA training, 10 hours MSHA training, respirator fit test, lead training and fresh air, small fleet driver (non CDL), water blaster operator, vacuum truck operator.   | \$16.87 |

*\*\*\*Senior position: Crew Leader – Step-up Wage: \$1.00 per hour.*

- |  | February<br>2017 Rate |
|--|-----------------------|
| <b>II. Fleet Driver/Operator</b>   |                       |
| 1. Class B-CDL, insurance qualified Starting Rate.   | \$12.80               |
| 2. Class B-CDL, insurance qualified with: 24 hours OSHA training and 10 hours MSHA training. | \$14.03               |

*\*\*\*Note: the Company will offer safety training two (2) times a year.*

## **ARTICLE VI**

### **Holidays**

**Section 1.** The following are recognized as holidays, for the term of this Agreement:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

**Section 2.** If a holiday falls on a Saturday, it will be recognized on Friday. If a holiday falls on a Sunday, it will be recognized on Monday.

**Section 3.** Employees required to work on any of the above listed holidays, will be paid at a rate of one and one-half (1 ½) times his or her normal rate of pay for all hours worked. Employees required to work from 6:00 p.m. Christmas Eve through 12:00 midnight Christmas night and New Year's Eve through 12:00 midnight New Year's Day will receive double time for hours worked.

**Section 4.** All employees who have successfully completed their orientation period [ninety (90) days and four hundred and eighty (480) hours] are eligible for eight (8) hours straight time pay for each of the above listed holidays, provided the employee worked their scheduled shift before and after the holiday.

## **ARTICLE VII**

### **Vacations**

**Section 1.** All full-time employees are entitled to paid vacations depending on their length of continuous service with the Company. Vacations shall be determined for each employee based on their anniversary date.

**Section 2.** All earned vacation schedule is as follows:

After 1 <sup>st</sup> year and at least 2,000 hours worked:	5 days
After 2 <sup>nd</sup> year through 10 <sup>th</sup> year:	10 days
After 11 <sup>th</sup> year through 15 <sup>th</sup> year:	15 days
After 16 <sup>th</sup> year and thereafter:	20 days

Each year shall be computed by an anniversary year and at least 2,000 hours of work during the calendar year.

Employees who do not work a total of 2,000 hour per year shall, after completing 1,000 hours of work receive a pro rated vacation of one (1) day for every 400 hours worked.

**Section 3.** Vacations shall be scheduled subject to approval of Management and/or Company work scheduled. Vacation dates will normally be set according to seniority and/or Company work scheduled. Your vacation must be taken in weekly increments. Employees, which have accrued more than five (5) days of vacation, shall be permitted to use one (1) week of vacation on one (1) day increments.

**Section 4.** A week vacation shall consist of five (5) consecutive days and at least two (2) weekend days for which the employee shall be paid his or her weekly wage of forty (40) hours at his/her regular straight time hourly rate of pay.

**Section 5. *Holidays:*** If a Company paid holiday occurs during your vacation period, you will be allowed an extra day of vacation at the beginning or end of your vacation period.

## **ARTICLE VIII Shift Assignments**

With Managements approval, employees may be permitted to trade shifts with employees of the same classification. If the trade cannot be permitted, Management will make every effort to allow the employee the day off the day of the request day and allow the employee to work a regular day off as a make-up day. All requests will be submitted to the Company in writing.

## **ARTICLE IX Sick Leave**

After one (1) year and at least 2,000 hours, employees shall be entitled to one (1) paid sick day.

After one (1) continuous year and at least 2,000 hours of employment, employees shall be entitled to one (1) floating Holiday.

## **ARTICLE X**

### **Benefits Plan**

**Section 1.** The Company agrees to continue, during the life of this Agreement the present Health Insurance, Life Insurance, Accidental-Death and Dismemberment Insurance and Short-Term Disability Insurance. The Company retains all rights to change carriers or modify coverage so long as the resulting Plan is equivalent or better than the current Plan.

**Section 2.** The union members are eligible to participate in the Company's qualified Profit Sharing Retirement Plan when offered by the Company.

## **ARTICLE XI**

### **Funeral Leave**

For all employees who have successfully completed their orientation period [ninety (90) days and four hundred and eighty (480) hours.

In case of death in an employee's immediate family: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, father-in-law, mother-in-law: he shall receive, upon request, up to three (3) scheduled days off without loss of regular straight-time pay during the period beginning with the day of the death and up to and including the day of the funeral. Funeral leave does not count towards overtime pay.

## **ARTICLE XII**

### **Scope of Work**

**Section 1.** The classifications, including but not limited to those listed under Article V, of this Agreement will be represented by Local Union 1466, of the IBEW.

**Section 2.** The above classifications will consist of general maintenance and are restricted from performing inside and outside electrical construction. Work jurisdiction shall consist of Ohio, Kentucky, West Virginia, Virginia and Maryland.

**Section 3.** Probation employees are considered those employees who have not completed six (6) months employment from the date of hire.

### **ARTICLE XIII**

#### **Out of Town Expenses**

**Section 1.** For administrative ease, the Company will arrange hotel accommodations for its employees and pay for those accommodations directly. In addition, the Company will provide an out-of-town per diem of \$25.00 per day.

**Section 2.** On those occasions when it is necessary for the employee to stay overnight at the work location, the employer will reimburse the employee for the costs of lodging and will provide a \$25.00 per day per diem to cover food and miscellaneous expenses. For administrative ease and to facilitate the employee and the Company in securing available lodging in close proximity to the job site, the Company will arrange for and directly pay for these lodging facilities. Irrespective of the fact that the Company is directly paying the lodging expense, the employee and the Company

acknowledge and agree that this is a reimbursed employee expense paid by the Company on the employee's behalf in connection with his or her employment. As such, this reimbursement expense does not constitute taxable income to the employee. Furthermore and irrespective of the fact that the Company has arranged for and is paying for the lodging on behalf of the employees, the employees understand that after working hours, they are no longer under the Contract and supervision of the Company. As such, the employees acknowledge that during all off-work hours, they are solely responsible and liable for their actions and any liability and damages that may arise from, including but certainly not limited to any damages done to the hotel and any and all charges billed hereto. If at any time, the Company agrees to pay for damages caused by an employee, Company employees authorize the Company to deduct the amount of such damages from the employees pay. Company employees also agree to sign a statement acknowledging this liability and authorization for the deduction.

#### **ARTICLE XIV**

##### **New Jobs**

The nature of the work involved under each classification shall be defined by the Company as provided. Job descriptions for all job classifications covered by this Agreement shall be prepared by the Company and made available to the Union. Should the Company during the term of this Agreement establish new job classifications or amend those now existing, the wage rates pertaining to such new or changed job classification shall be established by the Company and the Union.

## **ARTICLE XV**

### **Dues Check Off**

The Company agrees that after proper individual authorization by means of written individual assignments in a form mutually agreeable to both parties, to deduct Union dues and service charges and the original initiation fee from members pay. The deduction shall be made once each month and forwarded within seven (7) calendar days to the authorized agent of the Union (no later than the 15<sup>th</sup> of the month).

## **ARTICLE XVI**

### **Union Security**

**Section 1.** It is understood and agreed by and between the parties hereto that as a condition of employment all persons who are employed by the Company in the bargaining unit which is subject to this Agreement shall become members of the Union not later than thirty (30) days following the beginning of such employment or the execution of this Agreement, whichever is later. Employees that are not members of the Union shall be required as a condition of continued employment to pay the Union each month a service charge as a contribution towards the administration of this Agreement in an amount equal to the monthly dues uniformly required by the Union members.

**Section 2.** The Company agrees to dismiss any employee at the written request of the union for non-payment of Union dues or service charges.

Nothing in this clause however shall be construed so as to require the Company to dismiss or discipline any employee in violation of any State or Federal law.

## **ARTICLE XVII Management Rights**

**Section 1.** Except where expressly abridged by a specific provision of this Agreement, the Union recognizes that the management of the Company, the direction of working forces, the determination of the number of men it will employ or retain in each classification and the right to hire, suspend, discharge, discipline, promote, demote or transfer and to release employees because of lack of work or for other proper and legitimate reasons are vested in and reserved to the Company.

**Section 2.** The Company may adopt or revise any work methods, work rules and procedures and reasonable work rules, which are not in direct conflict with the provisions of this Agreement. The Company will notify the Union in writing, of any new or revised Company work methods, and procedures shall not be in effect until such notice is given.

## **ARTICLE XVIII Discharges and Suspensions**

**Section 1.** Any discharge or suspension shall be only for a just cause. However, it is mutually understood that all new employees are on a probationary employment status for a period of one thousand forty hours (1040) from the date of employment and are subject to discharge at the discretion of management. Any such discharge of a probationary employee

shall not be shall not be subject to the arbitration provision of this Agreement.

**Section 2.** When any record of disciplinary action is noted in an employee's personnel file the union and the employee will be provided a copy thereof.

## **ARTICLE XIX Tools and Equipment**

**Section 1.** The employer shall furnish all necessary tools or equipment to properly install and /or do the job. Employees will be held responsible for the employer's tools and equipment being stored in a safe manner provided the employer furnishes a safe and suitable place.

## **ARTICLE XX Bulletin Boards**

The Company will permit the Union to place a reasonable number of bulletin boards (at Union expense) in reasonable, non-public areas of the Company's premises.

## **ARTICLE XXI No Strikes, Lockouts or Work Stoppages**

The Union agrees that during the term of this Agreement neither the Union, nor its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. The Company agrees that during the same period there shall be no lockouts.

**ARTICLE XXII**  
**Separability Clause**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and that the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with applicable law.

**ARTICLE XXIII**  
**Part Time Employees**

The employer may utilize part time employees subject to the following:

- (a) They shall be subject to a minimum of four (4) hours pay per day, when required to work.
- (b) They shall be subject to the Union membership requirements.
- (c) Part time employees will be laid off prior to full time employees.
- (d) Part time employees may replace full time employees that are absent.
- (e) Part time employees will be given preference for full time positions.
- (f) Part time employees will receive a pro-rated vacation based on actual hours worked after completing 1,200 hours.

**ARTICLE XXIV**  
**Safety Equipment**

**Section 1.** In an effort to eliminate all work-related injuries, the Company agrees to continue providing all necessary and/or appropriate equipment to the employees. In return, the employees agree to properly use the provided safety equipment when necessary and/or appropriate.

**Section 2.** The Company charges a security deposit relating to the issuance of safety equipment to its workers. This security deposit is deducted from the first paycheck. When the worker leaves employment, the worker will be reimbursed the amount of the security deposit when the equipment is returned. Damaged safety equipment due to normal wear and tear will be replaced free when turned in. The current amount of safety deposit is \$45.00 for workers.

**ARTICLE XXVI**  
**Union Business**

At the request of the Business Manager, employees shall be permitted to be off for Union Business.

**ARTICLE XXVII**  
**Attendance Pay Incentive**

The company agrees to pay a yearly bonus of \$275.00 to each employee that:

- 1) Was hired on or before January 01 and was employed the full year.
- 2) Has worked at total of 1936 hours during the calendar year.
- 3) Attendance Pay Incentive (Bonus) shall be paid in a lump sum check during the week of Thanksgiving.

**ARTICLE XXVIII**  
**Background Checks**

- 1) All employees will be subject to a background check by a designated firm at the Company's discretion.
- 2) A fifteen (\$15.00) dollar fee will be deducted from the employees pay when such background check, is completed.
- 3) Such background checks are not to exceed one (1) per employee every five (5) years.

## ACCEPTANCE

The Memorandum of Agreement made and entered into by and between FeeCorp Industrial Services Inc. and Local Union 1466 of the International Brotherhood of Electrical Workers (IBEW), AFL-CIO, to be effective as of the 17<sup>th</sup> day of February, 2018.

**IN WITNESS THEREOF**, The parties, by and through their duly authorized representatives, have signed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Local Union 1466 of the International  
Brotherhood of Electrical Workers

FeeCorp Industrial Services Inc.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY \_\_\_\_\_