



IAM & AW DISTRICT NO. 70

Service Employees international Union (SEIU Local 513)

January 01, 2022 thru December 31, 2023

AGREEMENT

This Agreement made and entered into on this 10th day of December, 2021 by and between District Lodge Number 70, International Association of Machinist and Aerospace Workers, AFL-CIO,

hereinafter referred to as the "Employer", and the SEIU Local 513 , Local, hereinafter referred to as the "SEIU ". The Agreement between the Employer and this SEIU is to be for a term of two (2) years beginning January 1, 2022 and ending December 31, 2023. The parties agree to open negotiations in the month of October in the year of 2023 with the intent of not negotiating through the Christmas Holiday period.

Article 1

PREAMBLE

- a. **Section 1.** This Agreement is to set forth, through collective bargaining, herein the entire Agreement of the parties with respect to wages, hours, and working conditions as relates to provide for an amicable and fair disposition of grievances to maintain harmonious relationships between IAMAW District Lodge 70 and its employees. It is recognized by the Agreement to be the duty of the Company, SEIU Local 513 and the employees to cooperate fully, both individually and collectively, for the advancement of said conditions; and to provide a grievance procedure for the settlement of the employee's grievances; and to provide that there shall be no interruptions and/or impeding of operations during the term of this Agreement.
- b. **Section 2.** This agreement is made and entered into on this Jan 01 of 2022 by and between IAMAW District Lodge 70 and the Service Employees International Union Local 513 (SEIU Local 513.)

ARTICLE 2

RECOGNITION

Section 1. The Employer (IAMAW District Lodge 70) agrees and does recognize the Association (SEIU Local 513) as the exclusive representative for the purpose of negotiations and settlement of grievances for those Employees designated in the Bargaining Unit.

Section 2. The Bargaining Unit shall consist of all Employees who are employed in permanent positions as agreed to by the Employer and SEIU Local 513.

Section 3. All matters not covered by this Agreement or the Labor management Reporting and Disclosure Act of 1959 shall remain exclusively and without limitations within the prerogative of the Employer.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. It is mutually agreed that the Company has and will retain the unquestionable and exclusive rights and power to the unquestionable and exclusive rights and power to manage District 70, and direct the working forces, including and not limited to, the right to hire, classify, grade, suspend, discharge, promote, demote or transfer its employees, provided it does not conflict with the provisions of this Agreement. All matters which are not specifically covered by this Agreement are solely functions and responsibilities of Management.

**ARTICLE 4
NON-DISCRIMINATION**

Section 1. The Company and SEIU Local 513 separately and jointly recognize their obligation to abide by those state and federal laws relating to equal employment opportunity, occupational safety and health, and nondiscrimination. The Agreement shall be applied fairly and shall not in any way be used to discriminate against employees because of race, color, religious affiliation, sex, sexual orientation, age, national origin, veteran, or disabled status.

**ARTICLE 5
SUBSTANCE ABUSE POLICY**

Section 1. Employees are subject to the Company's Drug and Alcohol-Free Workplace Policy, which is included as Attachment B, and it is further understood that no decisions made by the Company pursuant to this Policy are subject to the Grievance and Arbitration articles in this Agreement, except in cases involving "Chain of Custody" issues of the specimen.

**ARTICLE 6
ASSIGNMENT OF SHOP STEWARD**

- c. **Section 1.** It is hereby understood and agreed that SEIU Local 513 use their business representative rather than a shop steward for all matters pertaining to discipline and grievances.

**ARTICLE 7
Strikes and Lockouts**

Section 1: No Strike: SEIU Local 513 agrees that during the term of this Agreement and without regard to the alleged existence of any unfair labor practice or other justification, (a) there will be no strike, picketing, stoppage or slowdown of work, walkouts, jurisdictional disputes, secondary boycotts, sympathy strikes or other direct or indirect forms of pressure by the Employees covered by this Agreement or by SEIU Local 513, and (b) SEIU Local 513 will not directly or indirectly authorize, encourage or approve any refusal on the part of employees to proceed to a location or normal work assignment where no rare or unusual physical hazard is involved in proceeding to such location. The SEIU Local 513 agrees that, in the event of any unauthorized strike or retarding or stopping of work or picketing, it will cooperate with the Company in getting the employees to return to, and remain at work and in securing the termination of any unauthorized strike or retarding or stopping of work or picketing in violation of the provisions of this Article. The SEIU Local 513 recognizes the right of the Company to take disciplinary action up to and including immediate discharge without recourse to the grievance and/or arbitration procedure, against any employees who engage in any strike, intentional retarding or stopping of work or picketing in violation of the provisions of this Article.

Section 2: No-Lock-Out: The Company agrees that during the term of this Agreement, there will be no lock-out of employees covered by this Agreement. Any claim by either party of a violation of this Section shall not be subject to the grievance procedure or arbitration provisions of this Agreement and the party shall have the right to submit such claim to the courts.

**Article 8
Bulletin Board**

Section 1. The Company will provide one (1) bulletin board for the use of SEIU Local 513 to be located in the employee break-room area. Usage will be restricted to the following:

- a) Notices of SEIU meetings.
- b) Notice of SEIU elections and results thereof.
- c) Notice of SEIU recreational and social affairs.
- d) Such other notices as mutually agreed.
- e) The SEIU Organizer and Business Representative are responsible for ensuring the bulletin board complies with work standards.
- f) Only notices that are authorized in writing by SEIU Local 513 and approved by the Company may be placed on the bulletin boards.

**ARTICLE 9
EMPLOYEE SECURITY**

Section 1. No Employee shall participate on behalf of any candidate for office in District 70 or any of its affiliated locals. No action (suspension or termination) can be taken against any Employee solely by reason of change in administration of District 70.

Section 2. In the event of a change in the Employer administration, the status of all Employees shall be governed by the Agreement.

Section 3. On a regular and routine basis, all scheduled bargaining unit work shall be performed by bargaining unit employees. This provision shall not be construed to prohibit or hinder elected or appointed Officers, elected or appointed Business Representatives, Staff Assistants, Organizers or Supervisors from carrying out tasks necessary to their duties and responsibilities per the IAM Constitution. Nothing in this agreement shall override the IAMAW Constitutional Duties of any elected or appointed Representative or Officer from carrying out their obligation and/or duty.

Section 4. The Employer and SEIU Local 513 have discussed their mutual concerns relating to the effects of technology upon the employees and reconfirm the right of the Employer to make technology changes. SEIU Local 513 has expressed its desire that existing employees be trained to perform bargaining unit jobs changed by such technology. Therefore it is agreed: 1) the Employer will train employees in an occupation due to the introduction of new equipment, the senior employee in the occupation affected will be given first consideration for such training; 2) upon request of SEIU Local 513 concerning specific technological changes made by the Employer, the Employer and SEIU Local 513 will discuss the effects of such changes on employees covered by this Agreement; 3) the employer agrees to meet with SEIU Local 513 if there is a need to discuss possible training of employees for bargaining unit jobs changed by technology at least 30 Days prior to change when possible .

**ARTICLE 10
WORK SCHEDULE**

Section 1. Eight (8) hours, not to exceed nine (9) hours excluding lunch periods as established by the Employer, shall constitute one (1) full day's work. Forty (40) hours shall constitute one (1) full week's work, Monday through Friday, Employees shall be required to take a break period of fifteen (15) minutes during the **(approx. mid-point)** work periods prior to and after lunch.

	Hours	Lunch Hour	Break	Break
Clerical	8:00 – 5:00	11:30 – 12:30 12:30 – 1:30	9:30 – 9:45 10:00 – 10:15 10:30 – 10:45	3:00 – 3:15 3:30 – 3:45

Section 2. Overtime

- a) All time worked in excess of eight (8) hours shall be paid for at the rate of time and one-half (1 ½) Monday through Friday.
- b) Any time worked in excess of Twelve (12) hours in any twenty-four (24) hour period shall be paid for at the rate of double (2) time.
- c) No employee will be required to work more than 12 hours in a twenty-four (24) hour period. The twenty-four-hour period shall start and end at the regular shift start time of the Employee. Exception, during District and Local Lodge elections, contract pre-strike, contract ratification meetings, special call meetings or working strikes where employees are determined to be needed by the DBR and ST. In the event employee(s) are scheduled to work more than twelve (12) hours in any one defined work day, the appropriate overtime rate shall be applied.
- d) Time worked on Saturday shall be paid for at the rate of time and one-half (1 ½) for regularly scheduled Saturday.
- e) Time worked on Sunday shall be paid for at the rate of double (2) time.

Section 3. Call Back

- a) The Employer shall guarantee a minimum of two (2) hours pay at the rate of time and one half (1 1/2) if an employee is called back to work after leaving the Employers property, Monday through Friday.
- b) The Employer shall guarantee a minimum of four (4) hours pay if an Employee is called in to work on a Saturday, Sunday or Holiday. This will apply as long as the employee agrees to remain at work for the four (4) hours. In the instance that an employee request to leave early, the employee will be paid at the applicable rate for hours worked as seen below.
- c) Saturday rate of pay = Time and one-half (1 ½).

- d) Sunday rate of pay = Double time.
- e) Holiday rate of pay = Holiday pay plus Double time.

**ARTICLE 11
HOLIDAYS**

Section 1. Holidays. The following eleven (11) observed Federal holidays shall be designated holidays for each calendar year.

New Year's Day	Employee Birthday	Christmas Day
Memorial Day	Thanksgiving Day	New Year's Eve
Independence Day	Day after Thanksgiving	Floating Holiday
Labor Day	Christmas Eve	

Section 2. Employees are eligible for Holiday pay provided they work their last day preceding and the following day after the Holiday. Work, for the purposes of determining eligibility for Holiday pay, includes any paid time and unpaid time off when authorized by the Company. This does not apply to employees on leaves of absence. Pay received under any Company group insurance disability plan does not qualify the employee for Holiday pay.

Section 3: Holiday shutdown schedule: Employees will be off and paid for any day(s) not considered a Holiday as seen in the chart above, when there is no work scheduled between December 23 and the return day after the New Year Holiday. The only exception to this Christmas/New Year Holiday would be something such as a major strike during this time period.

Section 4. All work performed on any of the above Holidays shall be compensated for at the rate of double (2) time, in addition to the regular Holiday Pay.

Section 5. In the event that any of the above Holidays fall on a regular work day and Employees are required to work, such a Holiday shall be considered as a day worked for the purpose of computing overtime and shall be compensated for at the rate of double (2) time, in addition to the regular Holiday Pay.

Section 6. In the event a Holiday falls on a Saturday, the Friday preceding that Saturday will be observed as the Holiday. In the event the Holiday falls on Sunday, the following Monday will be observed as the Holiday.

**ARTICLE 12
VACATIONS**

Section 1. Vacations with pay based upon the anniversary Start Date will be granted as follows:

YEARS OF CONTINUOUS SERVICE	VACATION CREDIT
1 TO 4 YEARS	10 DAYS

5 TO 9 YEARS	12 DAYS
10 TO 19 YEARS	15 DAYS
20 OR MORE YEARS	20 DAYS

Section 2. In the event a Holiday named in this contract falls during an Employee's vacation period, such Employee shall receive an additional day's vacation immediately prior to or after such vacation period.

Section 3. Vacation periods will be assigned from periods made available by the Employer with Employee preference honored in seniority order, provided the needs of the office will permit.

Section 4. All accrued and accumulated vacation leave shall be paid to Employees upon separation from employment. Employees discharged for cause or resigning without giving at least two (2) calendar weeks' notice shall not be paid vacation due for the current year.

Section 5. All vacation accrued by the anniversary date of each Employee of any given year should be scheduled and taken prior to their anniversary date the following year. Vacation not taken during an employee's benefit year will be paid in lieu of time unless prior approval from the Secretary/Treasurer, Directing Business Representative or the Assistant Directing Business Representative to carry over. No approved vacation credit shall be carried over more than one (1) year.

Section 6. Employees will be allowed to schedule their Vacation in increments of (1) hour.

ARTICLE 13 EARNED TIME OFF (ETO)

Section 1. Earned time off will be credited on January 1st of each year.

- a) New hire employees: Employees hired after January 1st will earn 1 day / 8 hours ETO at the completion of every 90 days worked, during the first calendar year of employment.

Section 2:

YEARS OF CONTINUOUS SERVICE	ETO Earned
1 TO 3 YEARS	7.34 hrs. per month/11 days yearly
4 TO 8 YEARS	9.37 hrs. per month/14 days yearly
9 TO 13 YEARS	11.35 hrs. per month/17 days yearly
14 OR MORE YEARS	176.4 hrs. per month/22 days yearly

- b) No ETO shall be carried over more than one (1) year.

Section 3. ETO will not be paid out in lieu of days during current employment.

Section 4. Upon termination of an employee's employment, for any reason on or after any eligibility date, such employee shall receive pay in lieu of his/her hours of Earned

Time Off earned and unused up to and including the effective date of his/her termination of employment.

Section 5. In the event of recall from lay-off, the recall date shall be established as the new anniversary date for continued crediting of Earned Time Off credits. However, in no case shall Earned Time Off exceed the maximum accumulation in any twelve (12) month period.

Section 6. It is the responsibility of any Employee absent from work because of sickness to report immediately such absence to the Secretary/Treasurer and to notify the Secretary/Treasurer promptly of any change which affects the return to work. Any absence of over three (3) consecutive days will require a doctor's statement.

Section 7. Employees will be paid earned time off for each day they properly report their absence to the Secretary Treasurer and request ETO. Proper reporting of absences is defined as reporting prior to the beginning of their shift. Employees taking a leave of absence must use all eligible earned time off. Earned time off may not be taken if a vacation request was denied for the same period. Employees will be allowed to schedule their Earned Time off in increments of (6) Min.6 mins or 1/10 of hour.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. Employees may be granted extended leaves of absence without pay beyond the accumulations of paid Earned Time Off; such employees will not accrue seniority while on extended Leave of Absence. Periods of lengthy illness or lengthy disability shall be certified by medical doctor in accordance with the following schedule:

- a) Employees with more than two (2) years of service may be granted a thirty day (30 days) of extended leave at a time when requested, pending medical doctor recommendations.
- b) When requirements of service permits, an employee upon request and approved by the DBR, ST, or ADBR may choose to use the option of unpaid time off without receiving any infractions or lost time of seniority or using their vacation or ETO time.
- c) If the above Section creates conflict between the employees or if the request becomes too numerous the Company will provide a ten (10) day written notice to cease the leave of absence described in A and B above.

Section 2. The Employer agrees to pay an Employee obligated to serve on a jury the difference between the amounts received as a jury duty pay and the employee's current straight-time pay.

Section 3. Employees who become pregnant may be placed on leave at such time as it is

determined by statements from a physician that further attendance at work would jeopardize the health of the mother or the unborn child. Once an Employee has been placed on pregnancy leave, the conditions of the pregnancy leave may return to active employment to fill the job that she had previously been trained for and formerly satisfactorily performed for the Employer.

Section 4. An individual who, while on leave of absence engages in other employment that conflicts with attending medical professional's restrictions placed on employee or fails to report for work or to obtain renewal of his/her leave on or before its expiration, will be considered as having resigned.

ARTICLE 15 SENIORITY

Section 1. The Employer agrees to make promotions on the basis of ability and seniority. When qualifications are equal, seniority shall prevail.

Section 2. New Employees shall be on probation for the first ninety (90) days of employment. The ninety (90) day probation period may be extended by mutual agreement between the Employer and SEIU Local 513 for an additional thirty (30) days. In no event shall a probation period exceed one hundred twenty (120) days.

Section 3. All vacancies and new jobs shall be posted. The bulletin shall be passed among all current Employees and Employees with recall rights. The job shall be given to the senior Employee per Section 1 above.

Section 4. An Employee shall lose all seniority rights for any of the following reasons:

- A. Voluntary resignation
- B. Discharge
- C. Failure to notify the Employer within five (5) days after receipt of registered recall notice that they will report for work within at least five (5) calendar days of the post-marked date of the recall notice.
- D. Failure to report from leave of absence.
- E. Failure to keep the Employer informed of current mailing address while on lay-off.

Section 5. When an employee is on lay-off from District Lodge No. 70 and an opening occurs, the Senior Employee on lay-off shall be given thirty (30) days training on the job opening. If recalled Employee fails to accept job or is unable to meet job standards, Employee shall be returned to laid-off status and shall retain rights for the next available opening.

Section 6. Employer agrees to give two (2) calendar weeks' notice to the Employee prior to lay-off of Employee.

Section 7. Lay off Seniority

In the event that an Employee is laid-off as a result of a reduction in force, the Employee will accrue seniority during the period of lay-off for a period of twenty-four (24) months. This recall period shall not exceed twelve (12) months.

Section 8. Reduction in Force

- a) Lay-off shall be by classification. In case of reduction in force, seniority with sufficient qualifications to perform the tasks required shall apply in all such reductions. The Employee with the least seniority shall be the first laid-off, provided the remaining Employees have sufficient qualifications to perform the tasks required.
- b) In the event of an increase of Employees, the last Employee laid-off shall be the first recalled, provided they have sufficient qualifications to perform the tasks required. In the event such Employee does not have sufficient qualifications to perform the tasks required, the most senior Employee on lay-off who does have such qualification shall be recalled.
- c) There shall be no bump rights between the clerical and maintenance classification.

Section 9. An Employee who has transferred from a classification now included in the Bargaining Unit to a confidential classification with the company shall continue to accrue seniority from date of last hire by the company.

ARTICLE 16 DISCHARGE

Section 1. It is hereby agreed that the Employer has the right to discharge for just cause. In general, discipline for employees is applied in progressive steps as follows:

- a) Oral (verbal) warning
- b) Written warning
- c) Suspension
- d) Termination

Section 2. Disciplinary Record: Any one of the Steps will be removed without another occurrence after six (6) months for Oral and Written warning(s) and twelve (12) months for Suspension(s). The Company reserves the right to use prior disciplinary actions which have sun-set, solely for arbitrations and/or litigations purposes only as a pattern of behavior.

Section 3. Oral Warnings

If an employee is given an oral warning, the employee is informed of the warning by his or her manager. An employee given an oral warning will be given an explanation of the reason for the warning and a plan of corrective action to be successfully completed. The warning and plan of corrective action will be recorded by the manager in writing. The Employee will receive a copy and the record will be placed in the employee's personnel file.

Section 4. Written Warnings

If an employee is issued a written warning, the manager will meet with the employee to discuss the reason for the warning and a plan of corrective action to be successfully

completed. The Employee will be asked to sign the warning. The Employee will be given a copy of the warning.

Section 5. Disciplinary Probation

An employee may be placed on disciplinary probation for unsatisfactory performance or conduct. An Employee placed on disciplinary probation will be given a written notice of probation, which generally provides an explanation of the reason for the action, the length of the probationary period and a plan of corrective action to be successfully completed during the period.

Section 6. Investigative Suspension

A suspension from work may be appropriate when the Company determines circumstances require an investigation and it does not appear practical, desirable or in the best interests of the Company or of the employee for the employee to remain at work during that investigation.

Section 7. Disciplinary Suspension

A disciplinary suspension is a suspension from work without pay for one or more days for a repeated or serious infraction of rules or policies.

Section 8. Termination

Termination occurs when employer or employee ends employee's employment with the employer. Termination can be voluntary or involuntary depending of the circumstances.

ARTICLE 17 DISCIPLINARY PROCEDURES

- a) No employee, who has been in the service of the Company sixty (60) calendar days or more, shall be dismissed from the service or otherwise disciplined without just cause, and not before responsibility has been established by holding a fair and impartial investigation by the Company and SEIU Local 513 if requested by the employee; provided, however, that insubordination, intoxication, or being under the influence of intoxicating liquor or illicit drugs while on duty, theft, willful destruction of Company property, or breach of trust including willful commission or concealment of errors shall constitute just cause for dismissal or suspension. When disciplinary action is to be taken, the employee will be informed by supervision that the SEIU Business Representative will be in attendance for representation if the employee elects to use such representation. In case of notice of dismissal or suspension, the employee shall have the right to immediately, and must within 14-calendar days, excluding holidays, demand in writing, and an investigation. The investigation is to be completed within 14 calendar days.
- b) Any grievance involving the financial status, classification, layoff or transfer of an employee due to the action of the Company, or its supervision, must be

presented in writing within Fourteen calendar days from time of infraction.

- c) Only those grievances, which are in violation of rates of pay as set forth in this Agreement, may be retroactive beyond the date of filing of the grievance.
- d) All disputes shall be handled in accordance with grievance procedure called out in the Contract.
- e) All employees will treat all correspondence and SEIU Local 513 business conducted of any type as confidential.

ARTICLE 18 RATE OF PAY

Section 1. It is hereby agreed that the pay period shall be weekly and will be direct deposit for all employees.

Section 2: Any Employee hired after January 1, 2022 shall be paid no less than the minimum hourly wages.

Classification	Minimum	Current Wage Rate
• District Financial Administrator	\$16.00- \$25.74	
• Local Lodge Financial Administrator	\$16.00	- \$27.43
• Administrative Assistant	\$16.00	- \$27.01 - \$25.72

2 (a) Effective Jan 01, 2022, each employee will receive a Wage Increase of 3% of their respective rate of pay, which will be added to the minimum and maximum of each classification. **It is also agreed that employees will receive a \$1000.00 one-time bonus to be paid on December 17, 2021**

2 (b) Effective Jan 01, 2023, each employee will receive a wage increase of 3% of their respective rate of pay, which will be added to the minimum and maximum of each classification.

Job	Effective	1/1/2022	Effective	1/1/2023
Classification	Min	Max	Min	Max
	<u>7.6 %</u>	3%	3%	3%
D/L Financial Administrator	16.00	28.25	16.48	29.10

L/L Financial Administrator	16.00	28.25	16.48	29.10
Aministrative Assistant	16.00	28.25	16.48	29.10
Confidential Secretary	16.00	28.25	16.48	29.10

- a) When financial conditions dictate, District Lodge No. 70 has the right to hire a part-time building maintenance/grounds & custodial employee: hours, wages, and benefits between the party involved and District Lodge No. 70 are to be negotiated at that time.
- b) Should the need arise for temporary or part-time clerical office staff, the Employer agrees to meet and confer with SEIU Local 513 Business Representative and Committee before such part-time staff is hired.

Section 3. Those Employees hired at less than maximum of rate range will receive a fifty, cents (\$.50) per hour increase each twenty-six (26) weeks thereafter until they reach the maximum of their rate range.

Section 4. Employee shall be paid mileage according to the IRS mileage allowance while on business for District Lodge No. 70 authorized by the Secretary/Treasurer and/or Directing Business Representative. Authorization shall be in writing on Voucher furnished by District Lodge No. 70.

ARTICLE 19

I.A.M. NATIONAL PENSION FUND STANDARD CONTRACT LANGUAGE

Section 1. IAM National Pension Fund Benefit Plan B

- a) The Employer shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour/day or portion thereof 1/ for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement 2/ as follows:

\$2.10 per hour effective Jan 01, 2022

\$2.15 per hour effective Jan 01, 2023

If the employee is paid only for a portion of an hour/day, contributions will be made by the Employer for the full hour/day.

- a) The Employer shall continue contributions based on a forty (40) hour work week while an employee is off work due to paid vacations or paid holidays. 3/ The Employer shall also make contributions whenever an employee receives severance pay, vacation pay at termination, or vacation pay in lieu of time off.
- b) Contributions for a new, temporary, probationary, part-time and full-time employee

are payable from the first day of employment. 4/

- c) The I.A.M. Lodge and Employer adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.
- d) The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Employer in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.
- e) This Article contains the entire agreement between the parties regarding pensions and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the said Pension Fund.

END OF STANDARD CONTRACT LANGUAGE

- f) District Lodge No. 70 shall continue contributions based on a forty (40) hour work week while an Employee is off work due to paid vacation, paid holidays, and paid Earned Time Off.
- g) District Lodge No. 70 shall commence contributions at the completion of Employee's probationary period, but not later than ninety (90) days after date of hire.
- h) Contributions shall be made no later than the twentieth (20) of each month covering payroll period ending in the previous month.

Section 6. Employees may continue to participate in the Employees 401(k) plan. The Employee has the option of putting any amount of their gross pay in the Plan up to the legal limit of the law. The Employer agrees to match (on a 100% matching basis) up to four (4%) percent of the Employee's gross wages, excluding any match on overtime wages and longevity pay. No 401(k) matching monies will be made on any overtime pay or longevity pay for any Employee. In the event the Federal Law changes affecting the legality of this Plan, the Employer will need to immediately negotiate an Agreement. The Employer, District Lodge No. 70 will pay all administrative fees and cost of maintaining the 401(k) Plan.

**ARTICLE 20
GRIEVANCE PROCEDURE**

Section 1. Complaint: Any Employee having a complaint regarding Employee rate of pay, hours or work, or other condition of employment shall contact the Secretary/Treasurer or DBR, and determine if They have been treated unfairly. Such Employee may have the SEIU Local 513 Business Representative attend the grievance meeting.

- a) **Step I:** A Step 1 formal hearing will be conducted by the Secretary/Treasurer within three (10) workdays following the grievance being filed. Within three (10) working days following this hearing, the Secretary/Treasurer and their designee will supply a written answer to the grievance. In the event the Secretary/Treasurer answer does not resolve the grievance, the grievance may be referred to the next Step.
- b) **Step II:** If a satisfactory settlement is not reached in Step (1) above, the steward and the grievant may within 10 working days, appeal the grievance to the President/Directing Business Representative and Secretary Treasurer.
- c) **Step III:** The President/Directing Business Representative and Secretary Treasurer shall hold a hearing within five (10) working days after receipt of the grievance and shall answer the grievance within five (10) working days of hearing.
- d) **Time-Limit Extension:** The SEIU Business Representative and President/Directing Business Representative and Secretary/Treasurer or their designee may extend the time limits in writing, whenever it becomes necessary for the business of this Organization. If the time limits are not met by the Grievant and Steward or the Management, the side who last met the time limit will prevail. If a satisfactory settlement is not reached at Step (2) above, the grievance may be referred to Arbitration, by either party.

**ARTICLE 21
ARBITRATION**

Section 1. In the event of failure to reach a satisfactory adjustment of the grievance within ten (10) working days as herein provided, the grievance may be taken to arbitration by either of the parties upon notice to the other party.

Section 2. The party seeking arbitration must deliver to the other party written notice of such intent to proceed to arbitration within ten (10) working days after the Employer has rendered their decision in Step 1 above.

Section 3. A grievance that is not adjusted between the Employer and SEIU local 513 as provided for in the grievance procedure shall, upon written request of SEIU Local 513 be

referred to arbitration. In the event they are unable to reach agreement, a joint request shall be made to the Director of the Federal Mediation and Conciliation Service to submit for a list of seven (7) Arbitrators from which each party shall strike a name until one remains who shall be the Arbitrator. The striking process for the Arbitrator shall be determined by coin flip.

Section 4. Only one grievance at a time may be submitted or be under consideration by a single Arbitrator unless otherwise agreed to by SEIU Local 513 and the Employer.

Section 5. Upon receipt of acknowledgment by the Arbitrator of Their willingness to act, the parties will schedule the arbitration to be heard, upon mutual agreement of a date provided by FMCS.

Section 6. The fees and expenses of the Arbitrator as well as the cost of furnishing the hearing room, shall be borne equally by the Employer and SEIU Local 513. Each party will be responsible for all expenses incurred in the presentation of their case, including the payment of time lost for any Employee called as a witness or acting as Association Counsel during the arbitration.

Section 7. The Arbitrator shall not have the power or jurisdiction to arbitrate away any provisions of the Agreement. The decision of the Arbitrator shall be final and binding upon both parties hereto.

ARTICLE 22 SAVINGS CLAUSE

Section 1. 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 decision shall not invalidate the entire Agreement. The parties hereto agree that all provisions not declared invalid shall remain in full force and effect.

ARTICLE 23 GROUP INSURANCE PLAN

Section 1. Single: The Employer agrees to pay the cost of a single Health Insurance premium.

- (a) Family rate: The Employer agrees to pay eighty percent (80%) cost of family health insurance and the employee agrees to pay twenty percent (20).
- (b) The insurance-coverage will be set up on a fiscal year basis, beginning on the plan design provided by the provider of each year.
- (c) No cash insurance allowances will be paid to any Employee. No insurance will be provided for casual or part-time employees of District Lodge No. 70.

Section 2. SEIU local 513 and District 70 agree to review the group health insurance plan prior to the beginning of each year.

- a) District 70 agrees to provide vision insurance for each employee, at no cost to the employee.

- b) The Employer agrees to pay the premium for Dental insurance.
- c) District 70 agrees to provide short term disability and life insurance for each employee, at no cost to the employee.
- d) The Employer agrees to allow payroll deductions for supplemental insurance purchased by the Employee, to be paid for from employee's regular wages.

ARTICLE 24

SEIU Local 513 DUES DEDUCTION

Section 1. The Employer agrees that whenever duly authorized by the Employee, on a form provided by SEIU Local 513, to deduct from the Employee each week, the monthly membership dues, as designated on authorization card. This authorization shall remain in effect until termination of employment, unless the Employee makes a written request for cancellation.

Section 2. Indemnification of Company. SEIU Local 513 will indemnify and hold the Company harmless from and against any and all claims, demands, charges, complaints or suits instituted against the Company which are based on or arise out of any action taken by the Company in accordance with or arising out of the foregoing provisions of this Article, or in reliance on any list, notice or assessment furnished under any of such provisions.

ARTICLE 25

MAINTENANCE OF STANDARDS

Section 1. It is agreed that no clause in this Agreement shall be understood to imply any lowering of the working conditions in the office of the Employer.

ARTICLE 26

HEALTH AND SAFETY

Section 1. The Employer agrees to designate Employees work area as a non-smoking area.

ARTICLE 27

FUNERAL LEAVE

Section 1. In case of death of a spouse, child, mother, father, step-parent, brother or sister, step-children, son-in-law, daughter-in-law, parent-in-law, grandparent or grandchild an Employee shall, upon request and verification, be granted up to three (3) days leave of absence with pay.

ARTICLE 28

PERSONNEL FILES

Section 1. Subject to state and federal law, the Employer agrees that the contents of the employee's personnel file shall be kept confidential and shall restrict the use of any information contained in the file to internal use in the district, unless otherwise agreed to by the employee or outside agency with proper documentation.

Section 2. Employees shall be allowed to view, in its entirety, their personnel files by appointment with the Employer at a mutually convenient time.

Section 3. Nothing contained in this article shall restrict the employee’s right to use the grievance process, or SEIU Local 513’s statutory right to receive information necessary and relevant to its collective bargaining responsibilities and duties.

**ARTICLE 29
DURATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effective until December 31, 2023 and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to the expiration or modification date of its desire to terminate or modify such. Should either party not submit their desire to commence negotiations, the contract would roll over from year to year.

Section 2. Any change in wages or existing benefits shall be effective January 1, 2022 and every year after to those employees who are actively at work when this agreement is signed and are not on probation. Probationary Employees will receive their raise at the end of probation period.

Service Employees International Union
Local 513

International Association of Machinists
& Aerospace Workers AFL-CIO
District Lodge No. 70

Esau Freeman
SEIU Local 513, Business Representative
Chief Negotiator

Cornell Beard
DL70 , Directing Business Representative

Debra Harding
SEIU Local 513 Negotiating member

Reytausha McPherson
SEIU Local 513 Negotiating member

Teresa Peart , DL70
Recording Secretary & Secretary Treasurer

Tammy Londagin
SEIU Local 513 Negotiating member

Kimberly Stewart
SEIU Local 513 Negotiating member

Dated this _____ Day of _____, 2021

ATTACHMENT "A"
MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM

- d. It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.
- e. The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. SEIU Local 513 will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.
- f. The Company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.
- g. The parties agree that the provision of this Letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

h.

i. **FOR THE COMPANY**

For SEIU Local 513

APPENDIX "B"
DRUG AND ALCOHOL POLICY
Policy Statement

IAMAW District Lodge 70 has a responsibility to provide and maintain a safe, healthful and productive work environment for all of its employees. An integral part of such an environment is a work force free from individuals illegally or unsafely abusing drugs or alcohol. The use of alcohol, illegal drugs, or improper use of legal drugs on Company property can cause avoidable injuries to employees, damage to property and productivity loss. Therefore, it is in the interest of the Company and its employees that persons who abuse alcohol and/or drugs receive appropriate treatment and provided with the opportunity to recover from their disability. However, employees who do not self-disclose before testing positive for drugs or are unable to satisfactorily complete and adhere to a rehabilitation program, will be terminated.

Prohibited Conduct

- a) Pursuant to this policy, an employee will be terminated for engaging in any of the following conduct:
- b) Using, selling, purchasing, possessing or working under the influence of alcohol, any illegal drug or any legal drug which has not been used for its intended purpose or as prescribed, while on company premises and/or on company time.
- c) Failing to submit to a drug or alcohol test where such test is permitted under this Policy, or altering any sample obtained during such a test.
- d) Refusal to cooperate with law enforcement agencies in efforts to detect illegal use or possession of drugs in the workplace and to identify and prosecute the individual(s) involved.
- e) Violation of these rules may result in appropriate, progressive disciplinary action in accordance with the procedures set forth in the collective bargaining agreement.
- f) Any employee who is arrested and/or convicted of a drug-related crime shall notify the Company immediately of such arrest and/or conviction. For the purpose of this Policy, a "conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body with the responsibility to determine violations of federal, state or local criminal statutes.

Employee Assistance

- a) The Company recognizes that alcohol and drug are diseases which require medical and/or psychological treatment. In order to encourage those in need of assistance to utilize EAP, employees who voluntarily seek treatment before being found in violation of this Policy will not be subject to discipline for enrolling in an EAP or while in compliance with a rehabilitation program.

- b) Medical expenses incurred by an employee for treatment of alcohol and drug abuse shall be covered by the medical benefits plan in which the employee participates, to the extent provided by that plan.

Types of Testing

- a) Following notification of this Policy, including specifically the employee's obligation to cooperate in the administration of such test and the consequences for failing to do so as well as of the employee's right to have a designated SEIU Local 513 Representative witness the administration of the test, the Company may test employees to whom the drug and alcohol testing provisions of this Policy apply as follows:

(1) Pre-employment. No applicant to perform a sensitive position shall be hired unless the applicant takes a drug test with negative result.

(2) Reasonable Suspicion. An employee shall be tested upon the Company's determination that there is a reasonable suspicion to believe that the covered employee has used a prohibited drug or is under the influence of alcohol. The Company's determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee. The required observations may be signs and symptoms of drug or alcohol, speech, breath odor or conduct which indicates the need for a medical evaluation. The supervisor shall make separate, written statements of their observations upon which the test is based within twenty-four (24) hours and shall provide a copy of each statement to the employee and shop steward or other Association official, upon request.

(3) Random. The Company shall at various times, randomly select covered employees for unannounced drug testing. This selection of covered employees shall be made by a scientifically valid method, such a random-number table or a computer-based random number generator that is matched with covered employees' Social Security numbers, payroll identification number, or other comparable identifying numbers. Each covered employee shall be in a pool shall have an equal chance of selection and shall remain in the pool, whether or not the covered employee is ever tested.

(4) Post-accident. An employee shall be tested following an accident involving a company owned motor vehicle resulting in death, bodily injury requiring medical treatment, near-miss accident and property damage. Such test shall be administered as soon as practicable after the accident but an alcohol test may not be administered more than 2 hours after the accident, nor may a drug test be administered more than 40 hours after the accident.

(5) Follow-up. Where, a covered employee has self-disclosed for assistance in resolving problems associated with alcohol misuse or controlled substances use, and properly completes a rehabilitation program, such employee shall be subject to unannounced follow-up alcohol and controlled substances testing for up to 24 months following the employee's return to duty.

Testing Procedures

- a) Any employee to be tested shall be transported to and from the collection facility or test site on Company time and at company expense. The employee shall receive the applicable rate of compensation for all time spent at the collection site. The employee will sign a consent form authorizing the collection facility to withdraw specimens of urine and release the results of the laboratory tests to the Company. The Company and SEIU Local 513 agree to adopt a mutually acceptable consent form which shall then be used when required.
- b) Any employee who is removed from service or suffers a loss of earnings based upon a drug test result which is ultimately found to be negative (a "false positive" result) or otherwise invalid shall be compensated for all time lost and made whole for any benefits lost.

Confidentiality

- a) The District Lodge Secretary Treasury will be responsible for receiving and maintaining records regarding all drug or alcohol test administered under this Policy. These records shall be maintained in separate files from routine personnel files and the Company shall limit access to those specifically authorized management personnel. The Company will conduct the Policy in a manner calculated to preserve the employee's privacy and dignity. Information concerning testing and test results shall be restricted to those management personnel who need such information in order to make and implement decisions concerning the employee.
- b) In the event a grievance is filed as a result of a positive drug test, the Company shall obtain from the laboratory its records relating to the drug test and, if necessary, any records which might be in their possession. The Company shall provide copies of all information to SEIU Local 513, provided that the employee authorized the release of the medical records. SEIU Local 513 and the Company shall confer and adopt a mutually acceptable release form.

Searches

- a) In order to enforce this Policy the Company may conduct inspections of Company facilities and equipment as well as employee property located on Company owned or operated facilities. Inspections of employee property shall only be conducted if there is reasonable cause to believe that the employee is concealing illegal drugs or alcohol in violation of this Policy. Under no circumstances shall an inspection of employee property occur unless the employee is present for the inspection and has been specifically informed of their right to be accompanied by a SEIU Local 513 business representative for representation.