

# AGREEMENT

BY AND BETWEEN



INTERNATIONAL REAL ESTATE PARTNERS

**INTERNATIONAL REAL ESTATE PARTNERS U.S CORP.**

**AT NOKIA OF AMERICA**

**MURRAY HILL, NJ AND NAPERVILLE, IL. SITES**

AND



**COMMUNICATIONS WORKERS OF AMERICA**

**EFFECTIVE DATES:**

**FROM: November 1, 2020**

**TO: November 4, 2023**

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## **PREAMBLE**

Section 1. This AGREEMENT made and entered into by and between International Real Estate Partners U.S. Corp. (IREP), at Nokia of America, Murray Hill and Naperville sites ("Employer" or "Company"), and Communications Workers of America (Union), is for the purpose of providing a clear and concise document by which the parties can equitably establish a relationship within the meaning of the National Labor Relations Act.

Section 2. The Employer and the Union share a common goal of fostering an amicable and collaborative relationship that will directly facilitate the delivery of efficient, high quality services to the Employer's clients and customers at competitive costs by employees who enjoy reasonable wages, benefits, and working conditions. Accordingly, the Employer and the Union recognize that it is in the best interest of both parties and the employees that mutual responsibility and respect characterize all dealings between them. The Employer and the Union representatives at all levels will apply the terms of this Agreement fairly in accordance with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of the employees defined in Article 1 and the Employer's right to manage the business profitably.

## **ARTICLE 1 – RECOGNITION**

The Employer recognizes the **Communications Workers of America** as the sole and exclusive bargaining representative with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time employees of IREP, at Nokia of America, Murray Hill and Naperville sites in the classifications identified in Appendix A. Excluded from the bargaining unit shall be employees in classifications not identified in Appendix A, managers, confidential employees, professional employees, casual/substitute employees, temporary employees, and supervisors and guards as defined in the National Labor Relations Act.

## **ARTICLE 2 – RESPECT AND DIGNITY**

The Employer and Union agree that each employee and supervisory representative of the Employer shall be treated with dignity and respect. Verbal abuse, threats, or harassment, including sexual harassment, by employees, managers or supervisors towards each other will not be tolerated. Discipline shall be handled in a professional manner.

## **ARTICLE 3 – NON-DISCRIMINATION**

Section 1. The Employer and the Union agree that neither of them will discriminate against or harass any of the Employer's employees because of the employee's race, color, religion, sex, sexual orientation, age, national origin, disability, union status, veteran status or any other personal characteristic that is protected by applicable law. The Employer and the Union also agree that neither of them will retaliate against any of the Employer's employees who complain of discrimination or harassment or who participate in an investigation regarding discrimination or harassment.

The Employer and the Union agree that each bargaining unit member is also obligated not to discriminate, harass, or retaliate, on the basis of any of the

protected characteristics or activities described above, against any other employee or anyone with whom the employee has contact on the Employer's and/or client's premises or during the course of the employee's work.

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event that a proposed accommodation would conflict with any provision of this Agreement, the parties, at either's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with respect to work schedule, job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in the particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any other person for any purpose at any time.

Section 4. Ethnic Diversity and Cultural Issues. The parties recognize the importance of creating an inclusive workplace where employees of diverse backgrounds can work and communicate effectively.

#### **ARTICLE 4 – MANAGEMENT'S RIGHTS**

Section 1. The Union recognizes the right of the Employer to operate and manage its business. All rights, functions, prerogatives, and discretions of the management of the Employer, formerly exercised, potentially exercised or otherwise, are vested exclusively with the Employer, except only to the extent that such rights are specifically and explicitly modified by the express provisions of this Agreement.

Section 2. Except as modified by this Agreement, the Employer's right to manage its business shall include, but not be limited to, the right to hire, promote, demote, transfer, assign, and direct its work force; to discipline, suspend, or discharge; to retire or relieve employees from duty because of lack of work or other business-related reason; to determine and require standards of performance; to maintain discipline, order and efficiency; to determine operating standards, and operational and other policies; to determine methods of time-keeping; to determine methods and procedures; to determine the quantity and type of equipment to be used; to increase or decrease the work force; to determine the number of departments and employees therein, and the work performed by them; to determine processes to be employed in the work place; to determine the number of hours per day or week individuals work and operations that shall be carried on; to establish and change work schedules, hours and assignments; to subcontract (as long as such subcontracting does not result in the permanent lay-off of bargaining unit members); to discontinue or relocate any portion or all of the operations now or in the future that are carried on at the facility covered by this Agreement; to

schedule hours of work, including overtime; to add shifts or terminate existing shifts; to determine job content and classifications required; and to make and enforce all rules relating to work, operations, and safety.

#### **ARTICLE 5 – UNION MEMBERSHIP**

Section 1. Good standing membership in the Union shall be a condition of employment with the Employer for all bargaining unit employees who have such membership on the date of execution of this Agreement; it shall also be a condition of employment with the Employer for all other bargaining unit employees on and after the thirtieth (30<sup>th</sup>) day following the execution or effective date of this Agreement, or on or after the thirtieth (30<sup>th</sup>) day following the beginning of their employment, whichever is the later. If the foregoing is prohibited by law, then at the corresponding time all employees shall be required as a condition of employment (unless prohibited by law) to pay to the Union a service charge to reimburse it for the cost of negotiating and administering this agreement.

Section 2. Good standing membership in the Union for purposes of this Article means such membership in the Union through membership in Communications Workers of America.

Section 3. To simplify the Employer's and the Union's administration of this Section, the Employer shall upon the hiring of new employees provide each employee an application for union membership and dues check-off authorization form. The Employer shall remit the completed forms to the union monthly.

Section 4. When the Employer conducts Orientation for New Employees, the Union will be given ten (10) minutes to introduce Union officers and shop stewards and let new employees know how to best contact them.

#### **ARTICLE 6– DEDUCTION OF UNION DUES**

Section 1. The Employer agrees to deduct each pay period from the wages of each employee who so authorizes such deduction, the amount of regular initiation fees and Union dues as certified to the Employer by the Secretary/Treasurer of the Union.

Section 2. The Employer shall remit each month to the Union the amount of deductions made for the preceding month, including initiation fees, reinstatement fees, membership dues, and arrears, together with a list of employees with their social security numbers, hourly rate of pay, and arrearages per week or month, for whom such deductions have been made. The list will indicate all official personnel actions that result in a change in status of bargaining unit members, including new hires, terminations, leaves of absence, and layoffs. The remittance shall be forwarded not later than the twenty-fifth (25<sup>th</sup>) of the month following the month in which the deductions were made. The Parties agree that they shall continue to meet and confer regarding the implementation of methods and processes that will improve the efficiency of compiling and transmitting information relevant to such deductions.

Section 3. The Employer's obligation is limited solely to making the authorized deduction and such obligation shall cease at the time the employee is terminated or laid off for lack of work, including summer layoffs.

Section 4. The Union shall hold harmless the Employer from any and all claims that may arise out of the Employer's compliance with this Article.

Section 5. The Employer shall deduct monthly or weekly a flat dollar amount, if the Employer's payroll system permits, from the gross wages or salary of each employee who voluntarily executes the political action committee (PAC) payroll deduction authorization form that is an Appendix to this Agreement the contributions so authorized on that form, and remit those contributions to the Union at the same time that the Employer remits to the Union the Union dues that are separately voluntarily authorized by employees to be deducted from their gross wages or salaries and remitted to the Union pursuant to Article 6 Section 2 of this Agreement. The Employer may remit PAC contributions and Union dues to the Union by a single check, or by separate checks. With each PAC contribution remittance, the Employer shall provide the Union with a written itemization setting forth as to each contributing employee his or her name, Social Security number and total contribution amount. The Employer's responsibility under this Section is limited solely to disbursing the funds to the Union as provided in this Section. The Union shall assume all responsibility for distribution of the PAC contribution remittance to the PAC's specified on the form that is Appendix "E".

#### **ARTICLE 7 – BARGAINING UNIT WORK**

Section 1. Supervisors will not perform bargaining unit work except to maintain production or operations in emergency situations when there are no unit employees to perform the work needed, or when such is necessary for legitimate and immediate needs or for the instruction of personnel. In no case shall supervisors or non-bargaining unit workers be utilized to erode the bargaining unit.

Section 2. The Employer will make efforts to limit the hiring of temporary agency employees; however, there may be circumstances when the use of temporary agency employees is necessary. The use of temporary agency employees shall not permanently displace regular bargaining unit employees.

#### **ARTICLE 8 – LABOR-MANAGEMENT COMMITTEE**

There shall be a Labor-Management Committee in each location consisting of no more than three (3) individuals from each party. Committee members shall be designated, in writing, by each party to the other. Meetings will be held at mutually agreeable times and places so as to apprise the other of problems, concerns, and suggestions related to the operations and the work force, all with the aim of promoting better understanding between the parties. Meetings will be held within fifteen (15) days after either party so requests, but not more than one (1) time each month. A written agenda shall be established for each meeting. Such meetings shall not be construed as opening the Agreement for negotiations, nor shall any subject matter at the meetings constitute a step in the grievance procedure. Employees shall be paid at their regular hourly rate for time spent at Labor-Management Committee meetings.

## **ARTICLE 9 – SAFETY**

Section 1. The Employer is responsible for maintaining a safe working environment and shall supply all safety devices and equipment required by law.

Section 2. A Joint Safety and Health Committee (“Committee”) will be established in each location. The committee will be composed of up to three (3) members of the bargaining unit selected by the Union and up to three (3) members of management selected by the Employer. The Committee shall be organized to provide assistance in identifying and eliminating potential safety hazards throughout the facility. Committee members are encouraged to attend the regularly scheduled site-wide safety meetings. If additional meetings are necessary, the Committee will agree upon a time and place for them to occur. The Employer will consider all of the recommendations from the Committee in good faith. Employees shall be paid at their regular hourly rate for time spent at health and safety committee meetings.

Section 3. Qualified employees will continue to participate in the Emergency Response team and the Fire Brigade. Employees will be paid at their regular rate plus any applicable shift differential for time spent engaging in the activities of these teams during their scheduled working hours. Employees must notify their Supervisor of any such requirement to leave their work to engage in the Team’s activities.

Section 4. Protective Equipment. The Employer shall make available appropriate personal protective equipment at no cost to the employee. If an employee destroys or damages the protective equipment provided to the employee or loses the equipment where a secure space for storage has been provided, the employee will be responsible for the cost of replacement, to the extent permitted by law. Employees shall not be responsible for the cost of replacement for protective equipment that is replaced as a result of normal wear and tear, regularly scheduled replacement, or replacement resulting from circumstances beyond the employee’s control.

## **ARTICLE 10 – VISITATION**

Section 1. This Article provides a Union visitation process that will ensure the proper balance between operations and the International Representative’s visit to the Employer’s public and private business areas for the purposes of conferring with the Employer and the Local President and monitoring the administration of this Agreement.

Section 2. An authorized representative of the International Union will notify the Director of Operations or authorized designee of his or her desire to visit at least 24 hours in advance of arriving at the Employer’s or client’s premises. Upon arrival at the Employer’s or client’s premises, the Union’s designated representative will notify the General Manager or authorized designee, in person, of his/her presence prior to speaking to any employee. Such visitation shall not interfere with the work of the employees or service to the customers of the Employer and must adhere strictly to the client’s security regulations. Meetings lasting longer than fifteen (15) minutes will require the employee to clock out from work prior to meeting with the representative.



## **ARTICLE 11 – UNION REPRESENTATIVES**

Section 1. The Union shall advise the Employer in writing of the names of Union Representative(s). No more than one Union Representative may participate in any grievance procedure, unless a representative is the Grievant, in which case he or she shall be entitled to representation by another Union Representative. Union Representatives, unless the Representative is the Grievant, shall be recognized by the Employer as representatives of the employees for the purposes of enforcing this Agreement, and shall generally act as representatives of the Union on the job.

Section 2. The Local Union President, the Local Union Vice-President, or a Representative may request to be released from his/her regular duties to investigate grievances on Employer time. Requests to conduct such investigations shall not be unreasonably withheld. The requestor shall contact his/her supervisor in advance to determine a time when such investigation will not interfere with the requestor's work and the work of the person with whom the requestor wants to meet.

Section 3. No Representative of the Local shall have any authority to order or cause any strike, slowdown, or cessation of work, nor shall they interfere with the Manager in the running of the Unit.

Section 4. Upon the Union's request and subject to the Employer's business requirements, Union members serving as grievance representatives under this contract shall be granted special training leaves to attend group trainings provided by the union. The size of the group attending such training will be subject to business needs of the Employer, and the time period for such group training leave shall not exceed two (2) days in any month or four (4) days in any year. Such leaves will be unpaid and will not adversely affect an employee's seniority or benefits. The Union will work with the Employer to schedule such training in a manner that minimizes the impact of the attendees' absence on the Employer's business, and will provide the Employer with as much notice as is practicable, which in any event shall not be less than fifteen (15) working days.

Section 5. The Local Union President or designee shall be provided unpaid leave to attend to the Local Union business (not including grievance and arbitrations). Such leave should be requested 14 days in advance, and shall not exceed 5 days in any month. If a longer period of time is requested, such request shall not be unreasonably denied.

## **ARTICLE 12 – SENIORITY**

Section 1. "Employer Seniority" shall be defined as the employee's length of continuous service with the Employer as measured from the employee's record date of hire by the Employer in the operation covered by this Agreement. "Employer Seniority" for any employee who transfers into the unit after the effective date of this Agreement shall be defined as the employee's length of continuous service as measured from the employee's most recent date of hire by the Employer, provided that such date of hire shall not pre-date any break in service occurring before the transfer. Employer Seniority will be used for determining vacation eligibility and entitlement.

Classification Seniority will be used for purposes of layoff, recall, vacation scheduling, shift preference, overtime, and job bidding, except to the extent specifically provided otherwise in the following Articles: Job Posting (Article 14), Lay Off and Recall (Article 15), Hours of Work and Overtime (Article 19), and Vacation (Article 24).

In the event two (2) or more employees are hired on the same day, their seniority shall be decided by using the last 4 digits of the employee's social security number, with 0000 being considered the lowest and 9999 the highest.

For the purpose of seniority, New Jersey will be considered one bargaining unit and Illinois will be considered another bargaining unit.

Section 2. If the Union so requests, the Employer shall furnish to the Union, at the start of any contract year, a copy of an up-to-date seniority list, which shall include the name and address of each employee along with his or her most recent job title, noting any who have quit and any who are on leave of absence.

Section 3. Continuous employment shall be broken for any of the following reasons:

- a) Resignation or other voluntary termination of employment.
- b) Discharge for just cause.
- c) Absence of three (3) consecutive days without notice to the Employer.
- d) Failure to return to work within ten (10) working days after the Employer gives the employee written notice to return to work, and failure to notify the Employer of their intentions to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by a reliable, documented means to the last address furnished by the employee to management.
- e) Layoff without recall after a period of one (1) year from the date of layoff, or for a period equal to the employee's length of service, whichever is shorter.
- f) Working during a leave of absence, except for work in conjunction with a leave for Union business.
- g) Any absence beyond an authorized leave of absence.

If continuous employment is broken, the employee shall be considered a new employee for all purposes if and when rehired.

### **ARTICLE 13 – PROBATION**

Section 1. Newly hired employees shall be deemed to be probationary during their first sixty (60) calendar days. Days lost from work during the sixty (60) day probation period shall not be considered in computing the sixty (60) day period.

Section 2. During the probation period, an employee may be terminated in the sole discretion of the Employer without recourse to the Grievance and Arbitration procedure under this Agreement.

Section 3. Unless otherwise provided in this Agreement, a probationary employee is not eligible for any benefits set forth in this Agreement.

#### **ARTICLE 14 – JOB POSTING**

Section 1. Any new position or vacancy as determined by management shall be posted on the bulletin boards that the employees read from, for not less than five (5) consecutive working days. Persons shall apply for the posted vacancies by sending a written request to the Unit Manager. All employees who are on layoff when an opening occurs shall be notified of the opening by mail at the last known address on file with the Employer. Requests for consideration from qualified employees on layoff must be received in writing within seven (7) calendar days of the mailing of the posting to the employee's home. The Employer will make every effort to conduct interviews within ten (10) working days of the closing of the posting.

Section 2. The posting shall contain the minimum qualifications, skill requirements, work year, workweek, wage rate, and job description for the posted position. Copies of all postings shall be given to the Union President. Copies of completed postings shall be given to the Union President within ten (10) working days of the bid award.

Section 3. All such vacancies shall be filled by awarding the position to the most senior qualified employee, as determined by management, who bids for that position and has not been awarded a position within the last six (6) months. Employees will be transferred or promoted in accordance with their seniority, provided they have the necessary ability and experience and can meet the job description requirements. For purposes of this section, "seniority" shall mean Employer Seniority accrued at this unit.

Openings to which internal employees are to be transferred or promoted will be filled in fifteen (15) working days, if possible. Vacancies resulting from the initial job posting shall be filled as provided in this Article up to a maximum of three (3) postings.

Nothing contained in this Article shall prevent the Employer from temporarily filling a job vacancy until the job has been filled through the posting and bidding process.

Section 4. If there are no qualified bidders in accordance with the preceding Sections, the Employer shall open the bidding to employees who have been awarded a position within the last six (6) months, provided they are qualified as stated in Section 3. If there are still no qualified bidders, the Employer shall have the right to go to the outside to fill the position.

Section 5. Any employee filling a job classification covered by this Agreement from a different classification shall be on a trial period for the first thirty (30) calendar days of employment in the new classification. If at any time during such trial period the Employer or the employee determines that the employee cannot meet the job requirements, the employee will be returned to the employee's former position. The employee so returned shall not suffer any loss of seniority. The decision to return the employee to his or her former position shall not be subject

to any progressive discipline requirement or to the Grievance and Arbitration procedure under this Agreement.

Section 6. There shall be no restrictions on the Employer's right to assign any employee to work on a temporary basis in any position for which the employee is qualified. In such circumstances, the employee will be paid in accordance with Article 21 – Wages.

#### **ARTICLE 15 – LAYOFF AND RECALL**

Section 1. In the event the Employer finds it necessary to lay off employees due to lack of work, such layoffs shall be in inverse order of seniority within the classification where the lack of work exists.

Section 2. The Local Union and the Employees shall be given a thirty (30) calendar day notice, if possible, in cases of layoff.

Section 3. The affected employee(s) may exercise one of the following options:

- a) The employee may bump the least senior employee in the next lower classification within his or her job corridor for which he or she is qualified or certified.
- b) An employee who has been notified of his/her opportunity to displace the least senior employee in a) above may elect to be laid off.
- c) Employee(s) who have been laid off or displaced shall have the right of recall to any former job classification or any other job classification for which they are minimally qualified in their own or lower pay rate.

Section 4. Laid off employees shall be given preference in reemployment if qualified. See Article 12(3)(e) for length of recall rights. In the event of recall, employees shall be recalled in the reverse order of the layoff.

- a) When work becomes available in that employee's classification from which they were laid off or displaced, they will be recalled in reverse order of their layoff or displacement.
- b) For the purposes of recall notification, the Employer shall notify the employee by a reliable, documented means at the last known address supplied by the employee. Employees must notify the Employer within five working days after the date the message was received of their intent to report to work after notification. Employees shall report to work within five (5) working days after indicating their willingness to be reinstated.
- c) The Local Union shall be given advanced notice of recall.

Job Corridor Chart

Maintenance	Operations	Trades	*Special Skills	Clerical	**Common Corridor
* PSS	* PSS	*Electrician	*GSO	Special Reports Clerk	RSS
* ICM	* WE	*Carpenter	*A/V Technician	Reports Clerk	BGM
POM			*HazMat		G UW
PEM					Mail Clerk
* Special Skills required. Must have previously held the job in order to bump or have the necessary skills/qualifications.					
** Common Corridor – Need not to have previously held the job.					

**ARTICLE 16 – LEAVES OF ABSENCE**

Section 1. Upon written notice to the Employer, an employee with at least one (1) year of service may apply for a personal leave of absence of up to thirty (30) calendar days. An employee must submit a written request at least thirty (30) calendar days in advance; however, the Employer will consider exceptions for unforeseen circumstances. The application shall specify the reason and the requested length of time for leave and must include a return to work date. All leave requests shall be subject to approval in the sole discretion of the Employer. The leave may be extended for thirty (30) calendar days by mutual agreement of the parties in writing in advance of the conclusion of the original leave. A request for an extension will not be unreasonably denied. The employee shall give a minimum of fourteen (14) calendar day notice of such request.

Section 2. In the event an employee is hired or appointed to short-term employment with the Union, the employee shall be allowed to take leave, subject to the Employer’s legitimate business needs. The employee shall give a minimum of thirty (30) calendar day notice of such request. Such leave shall not exceed one hundred twenty (120) calendar days. No more than two (2) employees from the bargaining unit may be awarded such leave at a time. The Employer shall continue to pay for the employee’s benefits during such leave provided that the Union and/or the employee reimburses the Employer in full (both employee and employer share) for such benefits beginning on the first day of the month following the commencement of such leave. During such leave, the Employer will continue the seniority of the employee on leave and the accrual of benefits based on seniority.

Section 3. An employee who enters the armed forces of the United States, or is called to active duty or military training, will be granted an unpaid leave of absence according to applicable laws.

Section 4. The Employer shall provide leaves in accordance with the Family and Medical Leave Act (FMLA) and applicable state law regarding leaves.

Section 5. An employee returning from FMLA/Union leave, or a personal leave of thirty (30) days or less, shall be entitled to reinstatement to his/her position, hours, and work unit unless the position has been eliminated or modified as a result of layoffs or other legitimate business needs. In such event, the employee may use his or her seniority as provided for in the Layoff and Recall Article (Article 16). Vacancies created by such leaves shall not be subject to the Job Posting requirements and may be filled temporarily at the employer's discretion.

Section 6. The Employer may, in accordance with the Job Posting requirements, fill vacancies created by personal leaves of more than thirty (30) days. Employees returning from personal leaves of more than thirty (30) days shall be entitled to fill an existing vacancy that is consistent with their seniority and qualifications.

Section 7. Holidays, vacations, sick days, and other benefit entitlements shall not continue to accrue during any leave of absence, except as required by applicable law and Section 2 of this Article.

#### **ARTICLE 17 – DISCIPLINE & DISCHARGE/JUST CAUSE**

Section 1. The Employer agrees that discipline shall be for just cause only. An employee may file a grievance concerning disciplinary action against him/her.

The Employer will take any discipline action promptly after learning of the circumstances on which the discipline is based. In general, the Employer will endeavor to take any such disciplinary action within seven (7) calendar days after learning of the circumstances on which the discipline is based, unless there is a justifiable business reason for a reasonable extension of this period. The Employer will give its reasons for such discipline and/or discharge to the employee and the Union's Representative or designee within seven (7) calendar days of such disciplinary action.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) First written warning.
- b) Second written warning.
- c) A final warning and disciplinary suspension of three (3) scheduled work days.
- d) Suspension pending investigation and decision to discharge.

Section 3. In cases of serious misconduct, such as gross insubordination; fraud; theft; misappropriation of Company or client funds or property; punching in or out for another employee; any falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees, management, or

customers; or other conduct of a similar nature, seriousness, or culpability, the employee will be subject to discipline up to and including discharge.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the meeting shall be temporarily postponed.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues.

## **ARTICLE 18 – GRIEVANCE PROCEDURE**

Section 1. A grievance shall be defined as any difference between the Company and the Union or an employee of the Company arising out of or under this Agreement or pertaining to the interpretation, application or observance of this Agreement.

Section 2. Working Day/Days: When used to define time limits for notices, meetings, postings, and the Grievance and Arbitration process, “working day” means Monday through Friday, exclusive of fixed holidays under this Agreement and days on which the unit is closed.

Section 3. All grievances shall be processed in the following manner:

**Step 1:** The parties share a common goal of attempting to resolve most matters informally without resort to the grievance process. Toward this end, the parties will attempt to address issues promptly as they arise. Any grievance shall be submitted in writing to the General Manager or designee within seven (7) working days of its occurrence or of the date when the employee or the Union first became aware of the circumstances giving rise to the alleged grievance. The General Manager shall provide a documented response to the Union President within five (5) working days after receipt of the grievance.

**Step 2:** If the grievance is not settled to the satisfaction of the Union at Step 1, the Union Representative or other designee, within ten (10) calendar days after receiving the Director of Operations or his/her designee’s reply, shall submit the grievance to the IREP Head of Operations - Americas or his/her designee, in writing, setting forth the alleged facts of the grievance, which shall also include the specific Article(s) and Section(s) of the Agreement that the Union believes have been violated and the remedy being sought in the matter.

Either the IREP Head of Operations - Americas or his/her designee, or the Union, may request a meeting for the purpose of resolving the grievance prior to the Employer's decision. If requested, a meeting shall be held at the facility where the alleged infraction occurred within twenty-one (21) calendar days of being requested. The meeting shall be attended by the IREP Head of Operations - Americas or his/her designee, the Local Union President, and a Representative of the International Union. Virtual attendance is permitted in lieu of traveling to the facility where the alleged infraction occurred.

No more than ten (10) calendar days after the meeting, the Employer shall deliver to the Union a written reply to the alleged grievance, which shall provide a decision in the matter and the reasons for the decision.

**Arbitration:** If the grievance cannot be satisfactorily adjusted at Step 2, the matter may be referred by the Union for final decision and determination to an impartial arbitrator. A request for arbitration shall be filed in writing with the AAA or Federal Mediation and Conciliation Service (FMCS) no later than thirty (30) calendar days following the receipt of the written Step 2 answer. Both the Employer and the Union agree to be bound by the rules and regulations of the Arbitration agency.

Each party to this Agreement shall bear the expenses of preparing and presenting its own case. The fees and the expenses of the Arbitrator, together with any incidental expenses mutually agreed upon in advance, shall be borne equally by the parties.

The decision of the Arbitrator shall be final and binding on both parties. It is understood that the Arbitrator shall have the power to modify the level of discipline imposed, but shall not have the ability or power to in add to, modify, change, restrict, or extend any of the terms of this Agreement.

Section 4. The time constraints that refer to any step of this procedure may be extended by mutual written agreement of the Employer and the Union. Any reasonable request made before the expiration of the time limit to be extended shall be honored by the Employer and the Union. Failure to file a grievance or to proceed to the next step within the prescribed time limits shall constitute a waiver of all rights to grieve and arbitrate the matter.

Section 5. Grievances concerning disciplinary suspensions or discharges may be submitted at the second step of the grievance procedure within 15 working days from the date of Union notification.

Section 6. Any individual employee or group of employees shall have the right to present issues to the Employer and have those issues adjusted without intervention by the Union, as long as the adjustment is not inconsistent with this Agreement and the Union has been provided an opportunity to be present at such adjustment.



Section 7. The Employer shall pay employees at their regular wage rate when they are involved in the grievance discussion and meetings with the Employer, when such meetings take place during their regularly scheduled, normal working hours.

Section 8. Should the grievance not be resolved at the existing step or should there be no response from the Employer within the specified time limits, the grievance may be carried to the next step.

### **ARTICLE 19 – HOURS OF WORK AND OVERTIME**

Section 1. The “pay week” shall consist of a seven (7)-day payroll period beginning at 12:00am Sunday and ending at 11:59pm Saturday. Other than a rotating schedule (or special assignment) the regular “work week” shall be Monday thru Friday, including the Friday night shift which extends into Saturday, provided the employee was not scheduled to work the previous Sunday evening. The parties understand and agree that the beginning and end of the workweek may change as a result of changes to the Employer’s payroll or timekeeping systems. The Employer will contact the union at least two (2) weeks before any change in the payroll period. The Employer shall have the right to determine the format in which employees record their time.

The Employer may utilize a biometric, voice recognition or other electronic time-keeping system to accurately account for employees’ time, and may change the time-keeping system at its discretion. Employees will be provided orientation and training on the time-keeping system that is utilized.

Section 2. All work performed in excess of eight (8) in any one day or forty (40) hours per week shall be deemed to be overtime and shall be compensated at the rate of one and one-half times the employee's regular hourly rate of pay. Holiday, Sick, Vacation, Fire Brigade and ERT, and employer required meeting time paid is considered hours worked for the purpose of calculating Overtime.

Section 3. If the interval between the end of a scheduled tour that has been worked, and the beginning of the next scheduled tour is 8 hours or less, an employee shall be paid a differential of one-half time extra at the employees base rate for all time worked during the second of the two tours.

Section 4. The Employer has the right to require employees to work overtime as may be necessary to meet operating requirements. In the event overtime is required, the Operations Manager or his/her designee shall use the equalization of Overtime procedures. The Employer shall equalize Overtime in May and November of each year.

In order to identify who is to be offered Overtime, Overtime will be offered to the employee with the least Overtime on the list the following is to be utilized.

1. If the employee is at work and there is a clearly definable special skill within the classification.
2. If the employee is not at work and there is a clearly definable special skill within the classification.
3. If the employee is at work and it is within his/her Occupational classification.

4. If the employee is not at work and it is within his/her Occupational classification.

Employees may be removed if they so desire, and they indicate that desire in writing. If they subsequently desire to be reinstated to the list, they will be treated as though they have worked the average number of hours of other employees on the list.

Any employee, who is offered Overtime and turns it down, will be charged as if they actually worked those hours. However, in no event will an employee be charged with hours refused if those hours were offered on the day before or on the day worked.

With respect to snow removal operations, the overtime accepted or refused by employees on the volunteer snow removal list will not be counted for purposes of equalization of overtime.

An Employee, who returns from light duty, will be treated as though they have worked the average number of hours of other employees on the list.

An employee, who is absent or unavailable when the Overtime is offered, will be treated as though they have worked the average number of hours of other employees on the list.

There shall be no comp time in lieu of Overtime.

Section 5. The text in this Article shall not establish a guaranteed work schedule, number of days or hours to be worked in a work week, or the hours to be worked in a day.

Section 6. All employees covered by this Agreement may be permitted to take one (1) fifteen (15)-minute paid break for each four (4) hours worked. Breaks will be scheduled by the manager. Employees who work five (5) or more hours in a day shall also receive a one-half (1/2)-hour unpaid meal break to be scheduled by the manager or his/her designee.

## **ARTICLE 20 – WAGES**

Section 1. Employees shall receive wages as indicated in Appendix A.

Section 2. When an employee's daily tour falls wholly or in part between the hours of 6pm and 6am, the employee shall be paid a 10% shift differential for all hours worked on that tour.

Section 3. Any employee who works in a higher classification for a minimum of two (2) hours shall receive the rate of that classification for the hours so worked. An employee temporarily assigned to work in a lower paid classification shall retain his/her rate. Such work will be assigned as determined by management.

Section 4. All employees shall be compensated at their regular rate of pay for any training required by the Employer. In addition, employees shall be eligible for travel reimbursement in regard to any such training.

Section 5. Employees shall be paid on a weekly basis on Fridays before the end of their regular shift, in accordance with the Employers payroll system.

Section 6. Unless applicable law requires otherwise, Employees may choose to participate in the Employer's direct deposit system for payment of wages and reimbursements.

Section 7. The Employer has the right to establish new job classifications and to change existing job classifications within the bargaining unit. Such changes may be due to, but not limited to, changes in responsibilities and production. The Employer shall give a seven (7) calendar day notice to the Union of any changes in job classifications, which shall include the rate of pay assigned to each classification, prior to posting such job classification. The Employer shall meet with the Union to discuss the new or changed job classification, if the Union so requests. Nothing contained herein shall prevent the Employer from implementing such new or changed job(s). It is agreed by the parties that the Union has the right to negotiate the effects of any significant changes in job classifications.

#### **ARTICLE 21 – REPORTING PAY**

Section 1. Regularly scheduled employees shall be guaranteed a minimum of one-half (1/2) of their regularly scheduled hours at their applicable rate on any day they are required to report to work, unless the Employer notifies them not to report to work at least one (1) hour in advance by calling them at the last known telephone number provided by the employee to the Employer or by public announcement.

Section 2. Section 1 of this Article shall not apply to an employee's attendance at mandatory meetings held by the Employer for which a session has been scheduled to begin or end within two (2) hours of the employee's scheduled shift. In such cases, employees will be paid for actual time spent in the meeting at the applicable rate for their regular job classification.

#### **ARTICLE 22 – CALL-IN EMERGENCY**

Section 1. When an employee is called during the employee's time off to report for a work assignment outside of the employee's scheduled shift, it shall be considered a call-in emergency. However, when an employee is requested to remain late on a day on which the employee has reported for work or when prior to leaving work, an employee has been requested to report for work on a subsequent day at either the employee's regular or non-regular starting time, it shall not be considered a call-in emergency.

Section 2. Payment for time worked on a call-in emergency shall not be less than one-half (1/2) the employee's regularly scheduled hours at the employee's regular rate of pay. Employees shall perform any tasks as assigned.

## **ARTICLE 23 – HOLIDAYS**

Section 1. All non-probationary employees of the bargaining unit, who average thirty hours or more per week over a 52-week period, shall be entitled to the following paid holidays each year:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Personal Days (2)

Section 2. Payment for holidays shall be based on an individual employee's regularly scheduled hours and regular rate of pay. In the event an employee works on a holiday, the employee shall receive pay for the holiday plus time and one-half for all hours worked on the named holiday (does not include Personal Days).

Section 3. Except for those on a rotating shift, a designated Holiday falling on a Saturday will be celebrated on Friday. Except for those on a rotating shift, a designated Holiday falling on a Sunday will be celebrated on Monday. If a holiday falls on the day off of an employee on a rotating shift, some other regular scheduled workday shall be designated as the Holiday.

Section 4. Holidays that fall during a vacation period shall be paid on the day the holiday is observed and should be recorded as a holiday and not a vacation day.

Section 5. Employees scheduled off on a holiday must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees scheduled to work on the holiday must work their scheduled day before the holiday, their scheduled day after the holiday, and the holiday itself in order to be paid for the holiday, unless they are on jury duty or bereavement leave. Employees who call in sick on either the day before or the day after the holiday or on the holiday itself may be requested to furnish proof of illness for the holiday to be paid.

Section 6. Employees, eligible for paid Holidays, shall also be eligible for 2 Personal Days annually (as noted above), one in the first half of the calendar year and the other in the second half of the year.

Section 7. Employees must request a Personal day 15 days in advance of the requested Personal day. In cases of bona-fide emergencies, requests will not be held to the time limit and will not be unreasonably denied.

Section 8. Personal Holidays may be taken in ½ day increments.

## **ARTICLE 24 – VACATIONS**

Section 1. All non-probationary employees of the bargaining unit, who average thirty hours or more per week over a 52 week period, shall be eligible for vacation. Vacation shall be determined based on length of service as follows:

- From date of employment through the completion of 60 months (5 years) of employment, Full-Time Employees will earn 1 hour of vacation per 26.00 hours paid, with a yearly maximum of 80 hours (2 weeks).

- From 61 months (5 years) of employment through 180 months (15 years) of employment, Full-Time employees will earn 1 hour of vacation per 17.25 hours paid, with a yearly maximum of 120 hours (3 weeks).
- From 181 months (15 years) of employment, Full-Time Employees will earn 1 hour of vacation per 13.00 hours paid, with a yearly maximum of 160 hours (4 weeks).

Section 2. The vacation year shall be January 1 thru December 31.

Section 3. Except for Probationary employees, vacation is available for use as soon as it is earned.

Section 4. Vacation earned under this Agreement may be carried over from year to year to a maximum of:

- 120 hours (3 weeks) during 0 through 60 months (5 years) of employment.
- 184 hours (4 weeks and 3 days) during 61 months (5 years) through 180 months (15 years) of employment.
- 240 hours (6 weeks ) during 181 + months (15 plus years) of employment

Section 5. Vacation shall be paid at a rate of the individual employee's regular rate of pay plus applicable shift differential.

Section 6. Employees whose employment terminates shall be paid all earned but unused vacation and all accrued vacation.

Section 7. If employees' available vacation is not reported on the standard pay stub, the employer shall provide on a quarterly basis a report indicating each employee's available vacation.

Section 8. Requests for Vacation time of up to two (2) weeks in length must be made at least 15 days prior to the desired vacation. Requests for Vacation time greater than two (2) weeks in length must be made at least thirty (30) days in advance. In cases of bona-fide emergencies, requests will not be unreasonably denied.

Section 9. Vacation time may be taken in 1 hour increments.

Section 10. Employees who wish to take vacation immediately prior to resignation shall inform the Employer of this intent so the Employer is able to fill the impending vacant position.

## **ARTICLE 25 – SICK LEAVE**

Section 1. All non-probationary employees of the bargaining unit, who average thirty hours or more per week over a 52 week period, shall be eligible for sick leave.

Eligible Employees will be granted 6 paid sick days each January 1<sup>st</sup>. In 2014, eligible employees shall receive 4 paid sick days.

Section 2. Sick pay shall be paid at the employee's regular hourly rate plus any applicable shift differential.

Section 3. Sick time that is unused shall be paid out at the end of each December.

Section 4. A doctor's note may be requested by the Employer upon return to work after three (3) consecutive days off sick, or upon returning to work after being off sick on the last scheduled day before a holiday, or on the first scheduled day after a holiday, or on the day of a holiday on which the employee was scheduled to work.

Section 5. If employees' available sick pay is not reported on the standard pay stub, the Employer shall provide on a quarterly basis a report indicating each employee's available sick pay.

Section 6. Sick time may be taken in 1 hour increments.

#### **ARTICLE 26 – 401K**

Section 1. Employees may participate in the Employer's 401(k) plan according to the Terms and Conditions, rules, policies, and eligibilities of that Plan, which may be changed from time to time by the Employer in its sole discretion, without bargaining with the Union. This waiver of bargaining will continue in effect following the expiration of this Agreement, until changed by written agreement of the parties.

Section 2. If the Employer changes its 401K plan, the Union will receive advance notice of said changes.

#### **ARTICLE 27 – INSURANCE**

The following terms shall govern the provision of health, dental, vision, life and disability insurance benefits for each insurance plan year.

Section 1. Standard Benefits Plans. The Employer shall make available to eligible hourly employees in the bargaining unit the Standard Benefits Plans generally made available to eligible hourly employees in the state and the division where the unit is located (the "Standard Benefits Plans"), in accordance with and subject to the terms and conditions (including the terms and conditions relating to eligibility of employees to participate) applicable to such plans.

Section 2. Eligibility to Participate. Each employee's eligibility to participate in the Standard Benefits Plans in each insurance plan year shall be determined on the basis of the employee's hours worked or paid (as such hours are defined by the Employer with respect to the eligibility of employees generally to participate in the Standard Benefits Plans) in the twelve months ending on the last day of the first payroll period in the October preceding the commencement of such insurance plan year, or such other date in October of each year as the Employer shall select (for example, the eligibility of employees to participate in the Standard Benefits Plans in 2021 will be determined on the basis of the hours worked or paid in the twelve month period commencing October 4, 2019 and ending October 3, 2020).

Nothing in this Article shall be construed to alter the definitions of eligibility for Holiday, Sick, and Vacation set forth in Articles 23, 24, 25, of this Agreement, it being understood, however, that such definitions do not apply to the

determination of eligibility to participate in the Standard Benefits Plans, which shall be determined solely in accordance with the terms and conditions applicable to such plans.

Section 3. Health Plan. So long as the Employer offers the Standard Benefits Plans in accordance with this Agreement, the Employer shall share with each eligible employee who elects to participate in a Health Plan the cost of the premiums for the plan in which the employee elects to participate, as follows:

<b>Plan</b>	<b>Employer share Employee Only</b>	<b>Employer share Employee Plus Spouse/Domestic Partner</b>	<b>Employer share Employee Plus Child</b>	<b>Employer share Family</b>
PPO	90%	90%	90%	90%
HRA	90%	90%	90%	90%

The Employer shall deduct the employee’s share of the premium from each paycheck on a pretax basis.

Section 4. Dental and Vision Plans. The Employer shall pay its share of weekly dental and vision premium costs in accordance with the Standard Benefits Plans. The Employer shall deduct the employee’s share of the premium from each paycheck on a pre-tax basis.

Section 5. Life Insurance. The Employer shall provide Free Basic Life insurance in accordance with the Standard Benefits Plans. If so provided in the Standard Benefits Plans, employees may elect at their own expense to purchase additional life insurance coverage. The terms of coverage and the cost to the employee of such coverage shall be as set forth in the Standard Benefits Plans.

Section 6. Disability Insurance. The Employer shall provide Short-Term and Long-Term Disability in accordance with the Standard Benefits Plans.

Section 7. Premium Changes. Premiums for benefits may be adjusted by the Employer in accordance with the Employer’s policies and practices regarding the Standard Benefits Plans. The Employer’s proportionate share of health insurance premiums for subsequent insurance plan years shall be established as set forth in Section 3 above.

Section 8. Waiver. By agreeing to participate in the Employer’s Standard Benefits Plans, the Union agrees that any dispute, grievance, question or controversy concerning the interpretation or application of the Standard Benefits Plans shall be determined and resolved in accordance with the procedures set forth in the applicable plan documents and shall not be subject to the grievance and arbitration provisions of this Agreement. The Union further agrees that the Employer, as Plan Sponsor of the Standard Benefits Plans, has reserved the right to unilaterally amend, modify or terminate the Standard Benefits Plans, in whole or in part, without bargaining with the Union. This Section shall continue in effect following the expiration of this Agreement, until expressly terminated or superseded by written agreement of the Employer and the Union.

## **ARTICLE 28 – TRAVEL ALLOWANCE**

Any employees who are required to utilize their own vehicle, or are requested to perform work at another location, shall receive a mileage allowance at the rate of the prevailing IRS rate in effect, or be reimbursed the appropriate fee for use of public transportation, if necessary.

## **ARTICLE 29 – BEREAVEMENT LEAVE**

Section 1. This benefit is available for employees who have completed probation prior to the death of a covered family member.

Section 2. In the event of death in the immediate family of an employee, bereavement leave with pay will be permitted for a maximum period of three (3) scheduled workdays for the purpose of bereavement and/or attending the funeral and providing for matters incident to the death. Such absences shall be permitted within three (3) calendar days prior to or following the funeral. Employees shall be paid at their regular rate of pay times their regular hours worked.

One (1) day will be granted for Brother-in-Law, and Sister-in-Law. Additional unpaid time may be granted for bona-fide reasons. No request for additional time will be unreasonably denied.

Section 3. For the purposes of this Article, the term "immediate family" shall be defined as current husband, current wife, current domestic partner, children or stepchildren, parents or legal guardian, brother, sister, grandparents, grandchild, current mother-in-law, and current father-in-law.

Section 4. Additional time off may be granted to an employee, without pay, when travel is required to attend the funeral of those mentioned above, or for other bona-fide reasons. No request for additional time will be unreasonably denied. The employee may also elect to use any available paid leave.

## **ARTICLE 30 – JURY DUTY**

Section 1. This benefit is available for employees who have completed probation prior to receipt of notice for jury duty.

Section 2. All employees who have been called for jury duty shall be granted leave with pay for a period not to exceed twenty (20) working days in any calendar year. The pay for such leave shall consist of the difference between the employee's regular rate of pay and the remuneration received from the court system. Employees shall be paid at their regular rate of pay times their regular hours worked. Proof of such remuneration shall be submitted to the Employer by the employee. Official notification shall be submitted to the Employer prior to such leave being granted. The Employer shall provide leave for jury duty in accordance with all applicable laws.

## **ARTICLE 31 – BULLETIN BOARDS**

Section 1. The Employer shall permit the Union the reasonable use of (a) bulletin board(s) for the purpose of posting information.



Section 2. Copies of postings shall be provided to the Unit Manager in advance of posting and shall not be inflammatory, defamatory, or disparaging toward the Employer or the Employer's clients or customers.

### **ARTICLE 32 – UNIFORMS**

Section 1. The Employer shall provide a uniform allowance for the purchase of 3 uniform shirts and safety shoes in the amount of two hundred dollars (\$200.00) annually.

Section 2. If the Employer decides to provide uniforms, those uniforms will be "American Made". Employees will be required to launder and maintain the uniforms.

Section 3. Employees must wear the uniform as directed by the Employer.

Section 4. Employees may continue to participate in "Red Shirt Thursday" and wear their Red Shirts with "Communications Workers of America" logo.

### **ARTICLE 33 – NO STRIKE/NO LOCKOUT**

Section 1. No Strikes or Other Interference. The Union agrees that there will be no strikes (whether general or sympathetic or otherwise), walkouts, stoppages of work, sit-downs or slowdowns, picketing, or any other direct or indirect interference with the activities or operations of the Employer during the life of this Agreement.

Section 2. Lockouts. The Employer agrees not to conduct a lockout during the life of this Agreement.

Section 3. Union's Best Efforts. The Union agrees that, in the event of any violation of Section 1 of this Article, the Union will use its best efforts to cause such violation to cease and to cause work to fully resume.

Section 4. Remedies. The Employer may impose any disciplinary action, including discharge, upon any or all employees involved in a violation of Section 1 of this Article. Any discipline under this Article shall be subject to the grievance and arbitration procedures of this Agreement, but only as to the question of whether or not the employee engaged in the activity.

### **ARTICLE 34 – ALCOHOL AND DRUG ABUSE POLICY**

Section 1. The Employer and the Union recognize that they must endeavor to provide safe and efficient operations for the protection and benefit of the general public, and the Employer's guests and employees. As part of its efforts to achieve this goal, the Employer must require that its work be performed by employees who are not under the influence of illegal drugs or alcohol at work. For purposes of this Agreement, the term "drugs" shall include drugs and alcohol, as appropriate.

Section 2. The parties hereby adopt and incorporate by reference the Drug/Alcohol Test Implementation Guidelines annexed to this Agreement as Appendix B.

## **ARTICLE 35 - TEMPORARY TRANSITIONAL DUTY PROGRAM**

Section 1. In order to facilitate the return to work of an employee who has suffered an on the job injury or illness, the Company may implement a Temporary Transitional Duty program, to provide a temporary, modified work assignment until the employee reaches Maximum Medical Improvement, but in no case longer than ninety (90) calendar days.

Section 2. Prior to offering a Temporary Transitional Duty assignment to an employee, the Company will give the Union three business days' notice of the proposed position and modifications. If the Union objects to the assignment for good cause, the Company will delay implementation of the proposed assignment for up to five additional business days, during which time the parties will meet (in person or by telephone) to review and attempt to resolve the Union's objections. If the parties are unable to agree, the Company may proceed with the implementation of the assignment and the Union may pursue the matter through the grievance and arbitration procedure.

Section 3. No employee shall be disciplined for rejecting a Temporary Transitional Duty assignment. However, the rejection may have an impact on the employee's entitlement to workers' compensation benefits, depending on the applicable state workers' compensation law.

Section 4. Nothing herein shall be deemed to require the Company to offer a Temporary Transitional Duty assignment to any employee. No Temporary Transitional Duty assignment may be extended beyond ninety (90) days. No Temporary Transitional Duty assignment may become permanent without the express written consent of the parties.

Section 5. Nothing herein shall be construed to add to or diminish the obligations of the parties under the Americans with Disabilities Act and/or state or local law relating to accommodation of disabilities.

## **ARTICLE 36 – SUCCESSORS**

This Agreement shall be binding upon the parties, their successors, and assigns. In the event the Employer's facilities are sold or assigned, the Employer shall notify the Union in writing and give notice to the purchaser or assignee of the existence of, and operations covered by, this Agreement.

## **ARTICLE 37 – FEDERAL OR STATE LAWS**

If any provision of this Agreement is subsequently rendered by legislative or administrative action or declared by any court of competent jurisdiction to be unlawful, unenforceable or not in accordance with applicable law, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, and the parties agree immediately to negotiate over the invalidated portion thereof.

**ARTICLE 38 – DURATION OF AGREEMENT**

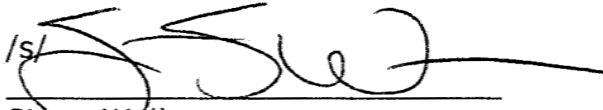
Section 1. This Agreement shall take effect as of **November 1, 2020** and shall remain in effect up to and including **November 4, 2023**. If either party desires to negotiate changes in this Agreement to take effect upon its termination, the party shall give notice at least 60 days prior to contract termination of such intent.

Section 2. If the Agreement terminates in accordance with Section 1 of this Article before the parties reach agreement on the terms of a successor collective bargaining agreement, there shall be a "Cooling-Off Period" during which neither party may engage in strikes, lockout, picketing, unilateral changes in the Agreement, or other economic actions. This Agreement shall be extended for the duration of the Cooling-Off Period. During the Cooling-Off Period, the Employer and the Union will make every reasonable effort to negotiate and agree upon a successor collective bargaining agreement. The Cooling-Off Period shall be for a minimum of sixty (60) days, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, International Real Estate Partners U.S. Corp., at Nokia of America (New Providence and Naperville facilities), and Communications Workers of America, have caused this Agreement to be signed by their duly authorized representatives as of this July 1, 2021.

**International Real Estate Partners  
(IREP) U.S. Corp.**

**Communications Workers of America  
AFL-CIO**

/s/ 

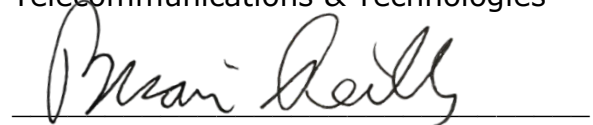
Steve Walker  
Head of Operations - Americas



Mary Jo Reilly, CWA Representative  
Telecommunications & Technologies

/s/ 

Kamran Abbas  
Commercial Director



Brian Reilly, Local President  
CWA Local 1060

## **Appendix A – Wages**

### **General Wage Increase (GWI) –**

Effective July 1, 2022 and again on July 1, 2023 wage schedules shall be increased by 2%. An employee's increase in standard rate shall be based on the wage progression step to which the employee is assigned on the effective date of the General Wage Increase.

### **Starting Rate of Pay -**

If business or employment market conditions require or when employee qualifications (in the judgment of the Company) justifies starting rates higher than the minimum, such higher rates may be granted. Such starting rates will be granted based on credit for job related work, job related military experience, job related training or job related skills, licenses or certifications. In no instance shall an employee be paid less than the starting rate on the wage schedule applicable to the employee's title. The Company shall use this Appendix "A" Wages in determining where they will slot the employee on the wage progression chart for the employees start rate and subsequent wage progressions.

Whenever the company hires regular employee(s) at above the start rate incumbent employees, who are at a lower rate of pay in the same title and work location, and possess similar job related work, job related military experience, job related training or job related skills, licenses or certifications or who have two or more years of service shall have the standard rate and wage progression adjusted to that of the new hire effective as of the new hire start date.

### **Reassignment Pay Protection –**

Employees whose current wage rate is above the new maximum wage rate for their title shall have their wage rate reduced over a period of time. The reduction in pay is based on the difference between the Employee's current wage rate and that of the new wage rate for the title. There shall be no reduction in their hourly rate of pay for 52 weeks. Beginning with week 53 through 78 the difference in the wage rate shall be reduced by a third. Beginning with week 79 through 104 the difference in the wage rate shall be reduced by two thirds. Beginning with week 105 the hourly wage rate shall be that of the new wage rate for that title.

If the reduction in the above paragraph is less than \$1.00 per hour, there will be no reduction in pay.

Employees who transfer into a lower wage job title because of a position elimination/surplus will follow the above wage step down progression. Anyone else changing job classification to a lower wage (including being bumped into a lower classification) will have their pay adjusted immediately.

### **Promotional Increase –**

Employees who are promoted from one job title to another job title with a higher rate of pay and a longer progression table shall move from the current rate of pay to a whole progression step above the nearest step on the progression table ensuring an increase in pay.

## WAGE TABLES

<b>Mail Clerk</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$13.50	\$13.77	\$14.05
6 months	STEP 1	\$14.40	\$14.69	\$14.98
1 year	STEP 2	\$15.66	\$15.97	\$16.29
2 years	STEP 3	\$16.74	\$17.07	\$17.42
3 years	STEP 4	\$18.00	\$18.36	\$18.73

<b>General Utility Worker (GUW)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$14.25	\$14.54	\$14.83
6 months	STEP 1	\$15.20	\$15.50	\$15.81
1 year	STEP 2	\$16.53	\$16.86	\$17.20
2 years	STEP 3	\$17.67	\$18.02	\$18.38
3 years	STEP 4	\$19.00	\$19.38	\$19.77

<b>HazMat Technician</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$17.25	\$17.60	\$17.95
6 months	STEP 1	\$18.40	\$18.77	\$19.14
1 year	STEP 2	\$19.55	\$19.94	\$20.34
2 years	STEP 3	\$20.70	\$21.11	\$21.54
3 years	STEP 4	\$21.85	\$22.29	\$22.73
4 years	STEP 5	\$23.00	\$23.46	\$23.93

<b>Shipper/Receiver</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$18.75	\$19.13	\$19.51
6 months	STEP 1	\$20.00	\$20.40	\$20.81
1 year	STEP 2	\$21.25	\$21.68	\$22.11
2 years	STEP 3	\$22.50	\$22.95	\$23.41
3 years	STEP 4	\$23.75	\$24.23	\$24.71
4 years	STEP 5	\$25.00	\$25.50	\$26.01

<b>Reports Clerk</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$18.75	\$19.13	\$19.51
6 months	STEP 1	\$20.00	\$20.40	\$20.81
1 year	STEP 2	\$21.25	\$21.68	\$22.11
2 years	STEP 3	\$22.50	\$22.95	\$23.41
3 years	STEP 4	\$23.75	\$24.23	\$24.71
4 years	STEP 5	\$25.00	\$25.50	\$26.01

<b>Special Reports Clerk</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$21.00	\$21.42	\$21.85
6 months	STEP 1	\$22.50	\$22.95	\$23.41
1 year	STEP 2	\$24.00	\$24.48	\$24.97
2 years	STEP 3	\$25.50	\$26.01	\$26.53
3 years	STEP 4	\$27.00	\$27.54	\$28.09
4 years	STEP 5	\$28.50	\$29.07	\$29.65
5 years	STEP 6	\$30.00	\$30.60	\$31.21

<b>Audio/Visual Technician</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$21.00	\$21.42	\$21.85
6 months	STEP 1	\$22.50	\$22.95	\$23.41
1 year	STEP 2	\$24.00	\$24.48	\$24.97
2 years	STEP 3	\$25.50	\$26.01	\$26.53
3 years	STEP 4	\$27.00	\$27.54	\$28.09
4 years	STEP 5	\$28.50	\$29.07	\$29.65
5 years	STEP 6	\$30.00	\$30.60	\$31.21

<b>Building, Grounds Maintainer (BGM)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$15.00	\$15.30	\$15.61
6 months	STEP 1	\$16.00	\$16.32	\$16.65
1 year	STEP 2	\$17.40	\$17.75	\$18.10
2 years	STEP 3	\$18.60	\$18.97	\$19.35
3 years	STEP 4	\$20.00	\$20.40	\$20.81

<b>Grounds Service Operator (GSO)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$21.00	\$21.42	\$21.85
6 months	STEP 1	\$22.50	\$22.95	\$23.41
1 year	STEP 2	\$24.00	\$24.48	\$24.97
2 years	STEP 3	\$25.50	\$26.01	\$26.53
3 years	STEP 4	\$27.00	\$27.54	\$28.09
4 years	STEP 5	\$28.50	\$29.07	\$29.65
5 years	STEP 6	\$30.00	\$30.60	\$31.21

<b>Plant Equipment Maintainer (PEM)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$15.75	\$16.07	\$16.39
6 months	STEP 1	\$16.80	\$17.14	\$17.48
1 year	STEP 2	\$18.27	\$18.64	\$19.01
2 years	STEP 3	\$19.53	\$19.92	\$20.32
3 years	STEP 4	\$21.00	\$21.42	\$21.85

<b>Plant Operations Mechanic (POM)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$22.50	\$22.95	\$23.41
6 months	STEP 1	\$24.00	\$24.48	\$24.97
1 year	STEP 2	\$25.50	\$26.01	\$26.53
2 years	STEP 3	\$27.00	\$27.54	\$28.09
3 years	STEP 4	\$28.50	\$29.07	\$29.65
4 years	STEP 5	\$30.00	\$30.60	\$31.21

<b>Instrument Control Mechanic (ICM)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$25.90	\$26.42	\$26.95
6 months	STEP 1	\$27.75	\$28.31	\$28.87
1 year	STEP 2	\$29.60	\$30.19	\$30.80
2 years	STEP 3	\$31.45	\$32.08	\$32.72
3 years	STEP 4	\$33.30	\$33.97	\$34.65
4 years	STEP 5	\$35.15	\$35.85	\$36.57
5 years	STEP 6	\$37.00	\$37.74	\$38.49

<b>Carpenter</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$25.20	\$25.70	\$26.22
6 months	STEP 1	\$27.00	\$27.54	\$28.09
1 year	STEP 2	\$28.80	\$29.38	\$29.96
2 years	STEP 3	\$30.60	\$31.21	\$31.84
3 years	STEP 4	\$32.40	\$33.05	\$33.71
4 years	STEP 5	\$34.20	\$34.88	\$35.58
5 years	STEP 6	\$36.00	\$36.72	\$37.45

<b>Electrician</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$25.90	\$26.42	\$26.95
6 months	STEP 1	\$27.75	\$28.31	\$28.87
1 year	STEP 2	\$29.60	\$30.19	\$30.80
2 years	STEP 3	\$31.45	\$32.08	\$32.72
3 years	STEP 4	\$33.30	\$33.97	\$34.65
4 years	STEP 5	\$35.15	\$35.85	\$36.57
5 years	STEP 6	\$37.00	\$37.74	\$38.49

<b>Watch Engineer</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$28.00	\$28.56	\$29.13
6 months	STEP 1	\$30.00	\$30.60	\$31.21
1 year	STEP 2	\$32.00	\$32.64	\$33.29
2 years	STEP 3	\$34.00	\$34.68	\$35.37
3 years	STEP 4	\$36.00	\$36.72	\$37.45
4 years	STEP 5	\$38.00	\$38.76	\$39.54
5 years	STEP 6	\$40.00	\$40.80	\$41.62

<b>Plant System Specialist (PSS)</b>		GWI 2%		
		7/1/2022	7/1/2023	
START RATE		\$29.40	\$29.99	\$30.59
6 months	STEP 1	\$31.50	\$32.13	\$32.77
1 year	STEP 2	\$33.60	\$34.27	\$34.96
2 years	STEP 3	\$35.70	\$36.41	\$37.14
3 years	STEP 4	\$37.80	\$38.56	\$39.33
4 years	STEP 5	\$39.90	\$40.70	\$41.51
5 years	STEP 6	\$42.00	\$42.84	\$43.70

## **APPENDIX "B" (DRUG/ ALCOHOL POLICY/ TESTING)**

### **I. Statement of Purpose**

IREP is committed to maintaining a safe workplace free from the influence of alcohol and drugs. In addition, IREP will vigorously comply with the requirements of the Drug-Free Workplace Act of 1988. Employees who use illegal drugs or abuse other controlled substances or alcohol, on or off duty, tend to be less productive, less reliable, and prone to greater absenteeism. These result in the potential for increased cost, delay, and risk in IREP's business. For all these reasons, IREP will not tolerate any drug or alcohol use, which imperils the health and well-being of its employees or threatens its business.

Accordingly, IREP prohibits the following:

- Unauthorized use, possession, manufacture, distribution, dispensation, sale or attempted sale of a controlled substance or drugs and drug paraphernalia on IREP/client premises, in IREP/client-supplied vehicles, or during working hours;
- Unauthorized use, manufacture, distribution, dispensation, possession, sale or attempted sale of alcohol on IREP/client premises, in IREP/client-supplied vehicles, or during working hours;
- Storing in lockers, desks, automobiles, or other repositories on IREP/client premises any illegal drug, drug paraphernalia, any controlled substance for which use is unauthorized, or any alcohol;
- Being under the influence of an unauthorized controlled substance, illegal drug, or alcohol on IREP/client premises, in IREP/client-supplied vehicles, or during working hours;
- Use of alcohol off IREP/client premises that adversely affects the Employee's work performance, or endangers the individual's own or others' safety at work;
- Use of illegal drugs off IREP/client premises that adversely affects the Employee's work performance, the individual's own or others' safety at work;
- Refusing to submit to an inspection when requested by management;
- Being convicted of a felony, under any criminal drug statute, which reflects on the employee's fitness for employment;
- Being convicted, under any criminal drug statute, for a violation occurring in the workplace; and
- Failing to notify IREP of any arrest or conviction, under any criminal drug statute, within five (5) days of the arrest or conviction.

As permitted by law, IREP will conduct drug and/or alcohol testing following on-the-job injuries.

These procedures are designed not only to detect violations of these Guidelines but also to ensure fairness to each Employee. Every effort will be made to maintain the dignity of Employees involved.

Employees governed by client-specific requirements must comply with those client requirements in addition to the requirements herein, if not in conflict with client requirements.

## **II. Prohibited Substances and Review and Notice of Rights:**

IREP's contracted Medical Review Officer (MRO) will contact any Employee testing positive for the presence of a prohibited substance. The Employee will be allowed to present medical documentation to explain any permissible use of a drug. All such discussions between the Employee and the MRO will be confidential. IREP will not be a party to or have access to matters discussed between the Employee and the MRO, except to respond to a claim made in a grievance, arbitration, lawsuit or administrative charge. Until the Employee contacts the MRO or a reasonable time has lapsed after the Employee was asked to contact the MRO, IREP will not be advised of the test result.

If legitimate, medically supported reasons exist to explain the positive result, the MRO will report the test result to IREP as a negative. If there is no legitimate, medically supportable reason for the positive test result, the MRO will report the test result as a positive. IREP will then notify the Employee of the positive result, the substance(s) detected and the Employee's right to a split-sample analysis.

There will be no medical review of a positive test for alcohol or a positive test of a split specimen. No medical explanation for alcohol in an Employee's system will be accepted.

If, during the course of an interview with an Employee who has tested positive, the MRO learns of a medical condition, or medication for a medical condition, which could, in the MRO's reasonable medical judgment, pose a risk to safety, the MRO may report that information to IREP.

If the result is reported to IREP as positive by the MRO, IREP will notify the Employee in writing of the following:

1. The result of the test;
2. The Employee's right to have a split sample analyzed;
3. The Employee's right to choose the laboratory to analyze the split sample;
4. The Employee's right to take up to three business days after the date of written notice to decide whether to have the split analyzed;
5. The Employee's responsibility to pay for the split sample analysis.

## **III. Consequences:**

An Employee who unnecessarily delays the test process, submits an adulterated or substitute sample or attempts to do so, or who refuses to fully cooperate in the test process will be considered to have refused to submit to testing and will be terminated.

An Employee who tests positive for drugs or alcohol will be terminated.

In addition, IREP reserves the right to report the Employee's positive test result or refusal to submit to testing to state workers' compensation authorities, which might result in a denial or loss of workers compensation benefits under state law.

## **IV. Confidentiality:**

Unless otherwise limited by law, information and records relating to testing, test results, drug or alcohol dependencies, medical restrictions, and legitimate medical



explanations provided to the medical facility, the MRO, or IREP's designated Human Resources Manager as part of IREP's drug and alcohol testing program, shall be kept confidential and maintained in medical files separate from Employees' personnel files. Such information shall be the property of IREP and may be disclosed to Human Resources, the MRO, and to IREP managers and supervisors on a need-to-know basis. Such information also may be disclosed where relevant to a grievance, charge, claim, lawsuit, or other legal proceeding initiated by or on behalf of an employee or prospective employee.

**V. Employee Assistance:**

Employees with personal alcohol and drug abuse problems should request confidential assistance through local support agencies or, if applicable, IREP's health insurance or EAP program. Employees who undergo voluntary counseling or treatment, and who continue to work, must meet all established standards of conduct and job performance including these Guidelines. While the mere voluntary request for assistance with an alcohol or drug abuse problem will not result in any constructive counseling, such requests will not prevent disciplinary action for violation of IREP's Drug and Alcohol Use Policy and will not prevent termination for a positive result.

**APPENDIX "C" (Union Dues Authorization)**

**APPENDIX "D" (NOKIA Health Insurance)**

If an employee, transitioning from Nokia of America to IREP in May of 2014, is eligible to participate in NOKIA'S Retiree Health Insurance program, IREP will pay 80% of the monthly retiree healthcare premium up to a maximum of \$460.00 per month to each employee who actually participates in that health program.

**APPENDIX "E" (PAC Deduction Form)**