

AGREEMENT

between

ISS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO**

LOCAL UNION 824

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
	Preamble	2
Article I	Union Recognition	3
Article II	Jurisdiction	3
Article III	Definitions	3
Article IV	Company-Union Relations	4
Article V	Employee Rights	7
Article VI	Union Representation Rights	7
Article VII	Discrimination and Coercion	7
Article VIII	Grievance/Arbitration	8
Article IX	Seniority	9
Article X	Promotions/Transfers	9
Article XI	Holidays	10
Article XII	Absence from Duty	11
Article XIII	Hours of Work, Shift, Overtime	12
Article XIV	Call-In Pay	13
Article XV	Wages	14
Article XVI	Force Adjustment/Layoff	14
Article XVII	Safety	15
Article XVIII	Personal Electronic Equipment	16
Article XIX	Duration of Agreement	17

AGREEMENT

between

ISS

and

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AFL-CIO**

THIS AGREEMENT is made between ISS, its successors or assigns, hereinafter referred to as the Company, and IBEW Local Union 824, International Brotherhood of Electrical Workers, AFL-CIO, hereinafter referred to as the Union.

WITNESSETH AS FOLLOWS:

WHEREAS, all employees of ISS, within District 1 and Sarasota County, are represented by the International Brotherhood of Electrical Workers, AFL-CIO, such representation being by certification of the National Labor Relations Board in various elections conducted by such Board, and by consolidation of such representation certifications into IBEW Local Union 824, and

WHEREAS, the Local Union aforesaid, having been certified as the bargaining representative of the employees now or hereafter employed by the Company in its Departments in respect to rate of pay, wages, hours of employment, and other conditions of employment, and the parties hereto having met, bargained and agreed with reference to such matters;

NOW, THEREFORE, for the purpose of evidencing the agreement so arrived at and of facilitating the peaceful adjustment of all disputes which may from time to time arise, and of promoting harmony and efficiency in the Company where members of the Union are employed, the parties hereto contract and agree as follows:

ARTICLE I

Recognition

Section 1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in District # 1 and Sarasota County under the following job classification:

Bridge Tenders

The Union is authorized to bargain collectively for such employees for rates of pay, hours and other terms and conditions of employment. The term “employee” as used herein, refers to the above job classification, unless specified to the contrary.

Section 2 The Bargaining Unit shall apply to ISS or any subsidiary corporation it forms to operate bridges after the date of this agreement.

Section 3 Except in cases of bridge startups, pilot experimental operations or development work, emergencies or other causes not within the complete control of ISS, supervisory employees shall not perform duties ordinarily performed by employees within the unit.

ARTICLE II

Jurisdiction

Section 1 The territorial jurisdiction of this agreement shall be all bridges under contract by the employer, in District 1 and Sarasota County as defined by the Florida Department of Transportation (FDOT).

ARTICLE III

Definitions

Section 1. Employee

1.1 Employee as used in this Agreement refers to the employees, male or female, directly covered.

Section 2. Regular Employee

2.1 Regular employee refers to those who have qualified for regular employment by having satisfactorily completed their probationary period.

Section 3. Probationary Employee

3.1 Any new employee covered by this Agreement shall be considered to be on probation for the first ninety (90) days of employment.

Section 4. Basic Wage Rate

4.1 The term “basic wage rate” is the rate of pay for Bridge Tenders, exclusive of all differentials, premiums, or other extra payments.

Section 5. Employment Date

5.1 The term “employment date” as used in this contract is defined as the effective date an employee is placed on the payroll.

Section 6. Overtime

6.1 The term “overtime work” or “overtime” as used in this contract is defined as the time actually worked in excess of forty (40) hours per week.

ARTICLE IV

Company-Union Relations

Section 1 The Brotherhood agrees that the employees in the Bargaining Unit will perform their respective Company duties loyally, efficiently, and continuously under the terms of the contract. The Brotherhood further agrees that there will be no strike, sit-down, or other concerted cessation or delay of work during the continuance of this Agreement. The Company on its part agrees that there will be no lockouts. It is the mutual desire of both parties hereto to provide uninterrupted and continuous service.

Section 2 The Company and the Union agree that they will not discriminate against any employee because of their membership or non-membership in the Union. The Company further agrees it will not discriminate against a Union member because of any service the member may be required to perform or office the member may hold in the Local Union.

2.1 The Local Union and the Company reaffirm their intention that the provisions of this Agreement will continue to be applied in accordance with Federal and State law without discrimination on account of race, creed, color, age, national origin, sex, disability, or veteran status of the employee.

Section 3 The Brotherhood and the Company recognize that employees of the Company, when engaged in work for the Company on the Company’s

time, shall devote their time and attention to the Company's business and that discussion of Union affairs or business, or solicitation of Union membership, during the periods when an employee is engaged in the Company's business should not occur. Both parties will take action as may be advisable to prevent such practices on the part of employees. Recruitment of members and discussion of Union business is permissible on Company property during non-working periods. The above shall not apply to joint Union-Management conference time.

3.1 The Company will notify the Union of all New-Hires (Additional Hires). During the New-Hire Orientation process for new employees, the Company shall provide up to thirty (30) minutes per session to Local Union 824. The appropriate Union representative will have the opportunity to meet with newly-hired employees for the purpose of furnishing such employees with information about the Union and answering Union-related questions. The Unions Segment of this process will be considered as work time.

3.1.1 The Company will notify the Local Union in writing as to the name, and bridge location of all new employees no later than the twentieth (20th) day of the following month of employment.

Section 4

The Company agrees, upon the individual request of any employee, to deduct from the pay of such employee such amount as the employee shall authorize which represents monthly dues to the Union. The written request must contain the name, social security number, and the District/County and Bridge where the employee is regularly assigned. Such deductions shall be made per pay period provided the employee has money due him/her at that time. The total sum deducted for this purpose shall be paid by the Company to the financial agent designated by the Union as soon thereafter as convenient, accompanied by a list of employees who have authorized such deductions and the amount deducted for each. Any employee may revoke such authority by serving on the Company and the Union a written request postmarked or electronically delivered within thirty (30) days prior to and including any of the following: (1) the anniversary date of the Collective Bargaining Agreement (CBA); or (2) the expiration date of this Collective Bargaining Agreement. The revocation shall become effective upon receipt of such notice by the Company. The Company will notify the Union of any and all requests received.

4.1 Once the dues have been paid to the Union, the Company has no responsibility relating thereto. On written notice to the Company signed by the authorized representatives of the Union that the dues

have been increased in accordance with its constitution and by-laws, the amount of dues to be checked off by the Company shall be increased to the extent authorized by the Union's check-off card. The Union will indemnify and save harmless the Company from any and all claims, liabilities and disputes arising out of or by reason of any action by the Company under this paragraph.

Section 5 The Company agrees to provide a bulletin board or equivalent at each bridge location, and shall be confined to use by the Union for such materials as announcements of Union meetings, social functions, nomination and election of Union Officers, etc. The Union agrees that the space provided shall not be used for the posting of anything derogatory to the Company, its management, or its employees. In the event derogatory material comes to the attention of the employer, the employer will bring it to the attention of the appropriate Union representative, who agrees to remove the items, not related to legitimate Union business, provided it's agreed to be derogatory material.

Section 6 The Company agrees to notify the Union of any changes affecting the application of any of the terms and conditions of this contract, and to notify the Union of organization changes pertaining to changes in classification and transfer of permanently or temporarily transferred craft employees.

Section 7 The Company will provide to the Union on a semi-annual basis a bargaining unit report of current active employees. This list is to include employees name, address, phone number, bridge location and hours of work.

Excused Absences – Union Representatives

Section 8 The Company agrees to excuse any Union member if his/her services are required for Local Union work and written request for such excusal is made at least five (5) working days in advance to the General Manager. Releases of this nature shall not exceed thirty (30) working days in any one (1) calendar year, except as provided for Contract negotiations as described in Section 9.

8.1 The Company will consider unusual circumstances that make it impossible to give the five (5) working days' advance notice.

Section 9 During Contract negotiations, the Company agrees to pay one (1) employee from District 1 and one (1) employee from Sarasota County, from the Union, at their basic rate of pay, for time lost by reason of attendance at such meetings.

9.1 The time paid for shall be limited to lost, scheduled work time.

ARTICLE V

Employee Rights

Section 1 All employees are entitled to requested representation by a Union Representative if or when any disciplinary action is taken by the employer or any other entity that may have jurisdiction to do so.

1.1 Should an employee request representation and the employer fails to permit such representation, it will constitute those disciplinary actions to become null and void.

ARTICLE VI

Union Representation Rights

Section 1 Business Representatives of the Union shall be permitted to visit the job sites, upon prior authorization from ICA and FDOT, during working hours to call on Company Representatives, Employees and Stewards. As a courtesy to the Company, the Union Representative will notify the Company 24 hours prior to his/her visit. Union Representatives shall in no way impede the progress of work.

Section 2 Employees acting in the capacity of a Chief Steward or Steward shall not be discriminated against.

ARTICLE VII

Discrimination and Coercion

Section 1 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, religion, national origin, disability, political opinions, or affiliation with a lawful organization. The Union shall share equally with the Employer the responsibility for applying the provision of this Agreement.

Section 2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3 The employer agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the employer or his/her

representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership of the Union.

ARTICLE VIII

Grievances/Arbitration

Section 1 A grievance is hereby defined as any alleged dispute or controversy arising out of the interpretation or application of this Agreement covering the employee or employees concerned. Unless by mutual consent a substitute procedure is adopted, grievance matters shall be processed in accordance with the procedure set forth in this Article.

Section 2 When any matter referred to in Section 1 of this Article arises; it shall be processed as follows:

In the event that a conflict arises during the term of this agreement, an employee or group of employees may request a review of the circumstances within ten (10) working days of the original event and initiate a problem solving process by first discussing the circumstances with the supervisor and the local union representative. Supervisors and local union representatives will jointly investigate the circumstances and the supervisor will provide a written response within ten (10) working days following the employees' notification.

Step 1 – In the event resolution cannot be reached, the Union must present the grievance, in writing, to the supervisor within ten (10) working days of the original event. The Company will meet with the appropriate Union representative within five (5) working days of delivery of the grievance. The Company will respond in writing to the Union within five (5) working days.

Step 2 – If resolution is not met at Step 1, the Union may request a Step 2 meeting within five (5) working days of the Step 1 answer, with the appropriate Labor Relations manager or designated representative. The Company and the Union will meet within ten (10) working days to discuss the grievance. The Company will have five (5) working days to respond, in writing, to the Union. The Company and the Union may extend time limits with mutual agreement.

Section 3 In the event the dispute is not satisfactorily resolved following the process above, the Union may request that the matter proceed to Arbitration within twenty-five (25) working days following the Company's final reply. Appropriate representatives will agree within ten (10) working days to request a panel of Arbitrators from the Federal Mediation and Conciliation Service (FMCS).

*Working days for the purpose of this Article are Monday through Friday.

Section 4 The Grievant(s) shall be allowed time off without loss of pay for the purpose of Grievance meetings and/or Arbitration Hearings, subject to the following conditions:

4.1 Grievance meetings will be arranged and held at the designated bridge house (unless otherwise agreed to), upon the Grievants' regular working days during regular working hours.

4.2 Such time paid for in accordance with the above shall be considered as time worked and shall be paid at the employee's regular rate of pay.

ARTICLE IX

Seniority

Section 1 Seniority means; an employee's length of continuous service with the Company providing bridge tending services to operate bridges as specified in this Collective Bargaining Agreement. In the event two (2) employees have the same original date of employment, seniority will be determined by their respective ages as indicated on Company records, and the older in age shall be regarded as the more senior employee.

Section 2 The Company will prepare and provide a seniority listing within thirty (30) calendar days upon execution of this Agreement. Employee will then have thirty (30) calendar days to object to his/her seniority date. The Company will update the Seniority listing every six (6) months thereafter. A copy will be forwarded to the Union.

ARTICLE X

Transfers

Section 1 Before any new employees are hired to fill vacant positions, the Company shall offer the position to employees of the bargaining unit, who have expressed interest in writing for the vacant position, before hiring externally.

Employees interested in transferring to a different bridge location must submit that request in writing to their immediate supervisor and must include the following: (1) bridge location(s), (2) shift(s) preference, and (3) date request was submitted. The original request will be kept with the Human Resources department. A copy of each request will be forwarded to the Business Manager of the Local Union.

1.1 In the event more than one (1) employee requests the same bridge location(s), the senior employee will be awarded the location.

1.2 An employee selected for a transfer will not be considered a valid candidate for another transfer for a period of twelve (12) months.

Section 2

If a job is not filled by utilizing the job notification procedure, nothing herein shall prohibit the Company from filling the position from any source provided that the same qualification requirements are met or exceeded by the new hire.

Section 3

The Company shall be responsible for training all Bridge Tenders and the costs associated for such training. The Company shall furnish a list for each bridge, of Bridge Tenders who have been successfully trained and tested to operate the bridge. The Company shall update the list monthly and post the appropriate list at each bridge.

ARTICLE XI

Holidays

Section 1.

New Years Day	Christmas Day
Thanksgiving Day	Employees Birthday

Section 2

There will be no observance of any holiday other than the actual day of said holiday as listed above.

2.1 If a tender works on their birthday, they will be paid eight (8) hours for work and eight (8) hours (straight time pay) for their Birthday. If a tender does not work on their Birthday, they will be paid eight (8) hours (straight time pay). If a tender is scheduled to work and requests to have their Birthday off, then they will be paid eight (8) hours (straight time pay).

2.2 Each regular employee shall be paid, as a voluntary Holiday allowance, an amount equal to eight (8) hours at the basic wage rate for the Holiday. When an employee works on the following Holidays; New Years, Thanksgiving and Christmas they will

receive eight (8) hours pay for work and eight (8) hours pay for the Holiday.

ARTICLE XII

Absences From Duty

Section 1. Leave of Absence

- 1.1 An employee may request and the Company may in its sole discretion grant a leave of absence without pay of any duration up to ninety (90) days. When an employee fails to report to work at the end of his/her Leave of Absence or any extension thereof, the employee may be deemed by the Company to have terminated his/her employment.

Section 2 Military Leave

- 2.1 All employees entering the military services of the United States under any law which is now in effect or may be in the future be enacted by the United States shall be considered as upon Leave of Absence and shall continue to accrue seniority while on Military Leave of Absence during the period of such service. Upon honorable discharge from military services, and written application made within one hundred twenty (120) days, the employee shall be employed in at the rate of pay then prevailing for the position left upon entry into the military services, provided, however, that upon discharge from military services such employee is physically and mentally fit for employment in his/her former position.
- 2.2 If at the time of application for reemployment by an employee who has been in the military services, no vacancy exists, one may be created by discharge, layoff, or transfer, and in such case the discharge, layoff or transfer shall be in the order of inverse seniority on the Bridge affected.
- 2.3 Employees shall be excused without pay for a period not to exceed two (2) weeks in any calendar year to attend military training.

Section 3 Jury Duty

- 3.1 The employer shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for jury duty by the United States, the State of Florida, or any political subdivision in compliance with applicable laws. All Compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.
- 3.2 Employees shall not be entitled to paid court leave when appearing in the court for criminal or civil cases, when the case is being heard in

connection with the employee's personal matters, such as traffic court, divorce proceedings, custody appearing as directed with juvenile, etc...

- 3.3 It is understood that an employee released from Jury Duty eight (8) hours prior to their actual reporting time/day shall report to work for his/her scheduled workday.

Section 4 Family Medical Leave (FML)

The provisions of the Family and Medical leave Act of 1993 and subsequent revisions shall apply to members of the bargaining unit. Further, any leave policies affecting bargaining unit employees will at least equal the requirements set forth in the Family and Medical leave Act of 1993 and subsequent revisions; however; leave policies affecting bargaining unit employees shall not be construed as providing leave in addition to the length of leave to which a bargaining unit member may be entitled under the Act.

ARTICLE XIII

Hours of Work, Shift, Overtime

Section 1 Eight (8) continuous working hours shall constitute a normal work day.

Section 2 The Employer shall determine work start time as per bridge opening schedule.

Section 3 The Company will notify the employee of any changes in starting time as soon as possible. When possible, a 24 hour notice will be provided.

Section 4 If a tender is required to stay due to no fault of their own, (i.e., incoming tender is late or sick) the tender will be paid for all time worked at the applicable rate.

Section 5 The current four (4) on/ four (4) off work schedule should remain in place, unless the Employer can show where this work schedule is cost prohibitive or it is mutually agreed upon between both parties.

Section 6 Employees may be required by the Employer or volunteer to work forty (40) hours in a week. The Employer has the right to refuse any voluntary request for extra hours.

- 6.1 Employees who are required to work a shift that is not part of their normal four (4) on/ four (4) off work schedule and those hours may cause the employee to reach the forty (40) hour level before their normal four (4) on/ four (4) off work schedule is complete, that the

employee may not be asked to take a day off from their normal four (4) on/four (4) off work schedule to avoid paying overtime.

Section 7 When notified by a Bridge Tender of their need to be absent from work, it shall be the Employer/Supervisor's responsibility to find a replacement. The Tender must notify the Employer at the earliest possible time of their absence to allow the Employer time to find their replacement. The Employer will call from the overtime roster (as outlined in Section 9 below) of current Tenders authorized at that bridge. The least senior Tender will be required to work if all other authorized tenders refuse to work.

Section 8 Tenders will be asked to bring a note from a doctor after missing two (2) days due to illness.

Section 9 Overtime and/or additional hours shall be reasonably and impartially rotated among the employees on each bridge (excluding probationary employees) in an endeavor to maintain overtime within a reasonable balance on a quarterly basis during a one (1) year period.

Section 10 On shifts consisting of eight (8) consecutive hours, each employee shall be provided a fifteen (15) minute relief break during each half (½) of their shift. Such relief breaks may be combined with management approval.

ARTICLE XIV

Call-in Pay

Section 1 An employee who reports for work at their regular starting time in accordance with his/her work schedule and has not been advised by the Employer not to report shall be guaranteed at least four (4) hours work at the applicable rate of pay, except for reason beyond the Employers control.

Section 2 If an employee is called by the Employer to report for work outside of their normal tour of duty, they shall be guaranteed at least four (4) hours work at the applicable rate of pay.

Section 3 If an employee is required to work by the Employer beyond his/her regular shift, or is called into work earlier than the normal starting time of his/her regular work shift and such time abuts that shift, the employee shall be paid for the time actually worked, at the applicable rate of pay.

Section 4 When the Company determines the need to place an employee on Standby, that employee will be paid four (4) hours per week at a minimum. If the

employee works more than four (4) hours in a week, they shall be paid for all hours worked at the basic wage rate.

Section 5 To be eligible for pay under this provision, employees must advise their immediate supervisor of his/her current telephone number.

ARTICLE XV

Wages

Section 1. Bridge Tenders who are actively employed as of the beginning of the first full pay period following ratification of this Agreement shall receive an increase for their classification as identified in Section 2 of this Article.

Section 2. Effective with the execution of this Agreement, the following hourly rates of pay for Bargaining Unit employees shall be observed:

New Hire	\$9.00 per hour
After 90 day Probation	\$9.50 per hour
One (1) year of Service	\$10.65 per hour
Bridge Tender – Instructor	\$.50 additional per hour

Section 3 On June 8, 2015 pay will increase to \$10.90 per hour.
On June 6, 2016 pay will increase to \$11.15 per hour.
On June 5, 2017 pay will increase to \$11.40 per hour.

ARTICLE XVI

Force Adjustment and Layoff

Section 1 Force Adjustment

- 1.1 When, in the opinion of management, it becomes necessary to adjust the working force, management shall notify the Local Union of its decision to effectuate such an adjustment.
- 1.2 A force adjustment may be effected by transferring or laying off any employee and the Company shall notify the Union at least ten (10) working days prior to the effective date of the force adjustment and the parties shall meet thereafter for the purpose of discussing the force adjustment.
- 1.3 The employee(s) with the least Company seniority within the force adjustment area shall be selected for transferring or laying off.

Section 2 Bumping Rights

- 2.1 Any regular employee (excluding probationary employees) who has been laid off shall have the right to bump an employee with less seniority within the bargaining unit.
- 2.2 An employee who does not desire to exercise his/her bumping rights does not prejudice his/her right to recall; however, if the employee fails to exercise his/her bumping rights on the effective date of the layoff, he/she may not exercise these rights at a later date.
- 2.3 Costs of moving to any new location will be assumed by the employee.
- 2.4 Recall after layoff of regular employees shall be in the reverse order of layoffs by job title(s) within the force adjustment area affected by the layoffs, provided the employee is available, has kept the Company informed of any change in address, the employee's physical condition is such that he/she is able to perform the job in the same manner he/she last held at the time of recall, and the period of layoff for such former employee has not exceeded twelve (12) months. Seniority accumulated prior to date of layoff will be protected.
 - 2.4.1 When additions to the work force are required subsequent to a force adjustment, prior to the Company hiring into the former job title classification or recalling a less senior laid-off employee in the Department within the force adjustment area, an employee who has exercised his or her bumping rights shall be given an option to be restored to his or her former location within the force adjustment area.

ARTICLE XVII

Safety

Section 1 Safety

- 1.1 Both the employer and the Union recognize the importance of maintaining a safe and healthy work environment. All bridge tenders shall be assured a clean, functional and safe environment to work in. It is the responsibility of the employees working at each bridge location to report any unsafe or unhealthy work environment and/or conditions to their immediate supervisor.
 - 1.1.1 The employer will take all necessary action to correct any safety issues brought forward by the tenders, within a timely manner.

- 1.2 Both parties agree to establish a safety committee, including at least two (2) members from management and at least two (2) members of the Bargaining Unit selected by the Union. The safety committee will meet on a quarterly basis to discuss safety issues of mutual concern.

Section 2 Foul Weather Gear

When employees are required to work outside during Foul Weather, the Company agrees to provide employees with adequate Foul Weather Gear (ie. Ponchos or equivalent).

ARTICLE XVIII

Personal Electronic Equipment

Section 1 The use of the following personal electronic equipment may be approved for employees, provided it is allowed by the Company's contractor;

- a. Radio (am/fm) b. MP3/ CD player c. Electronic Readers'
d. Cell Phones

1.1 Headphones, ear buds, or the equivalent are not authorized devices for use inside the Bridge House.

Section 2 Tenders are responsible for their own equipment and the Company is not responsible for any damages of said equipment (i.e. theft, water, dropping, electrical, fire, etc.).

Section 3 The use of any personal electronic equipment can and will be revoked by the Company upon a Bridge Tender being found guilty of violating any safety regulations imposed by the Florida Department of Transportation and/or the United States Coast Guard and/or the Company.

ARTICLE XIX

Duration of Agreement

Effective Date and Duration

This agreement shall become effective June 9, 2014, and shall continue in full force and effect through midnight, June 17, 2018, and from year-to-year thereafter until terminated by written notice by either party to the other given sixty (60) days prior to the anniversary date, in which case this Agreement shall terminate at midnight, June 17, 2018.

Amendment

The Company and the Union agree that the entire understanding between them is set forth completely in this Agreement. Any amendment to this Agreement shall be reduced to writing, shall state the effective date, and shall be executed in the same manner as this Agreement.

Laws Affecting Agreement

It is mutually agreed that if any Federal or State law, or final decision of any court or board of competent jurisdiction directly affects any provision of this Agreement, the provision so affected shall be made to conform to the law or decision. In all other respects this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed by their duly authorized officers and/or representatives this [effective date].

BY: _____
Phil Collins
Vice- President Labor Relations
ISS

BY: _____
Robert J. Prunn
Business Manager
IBEW, Local Union 824

DATE

DATE