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February 19, 2019

Richard Grabow
Manager of Legal Services & Corporate Governance
Lincoln Electric Service
PO Box 80869
Lincoln, NE 68501-0869

Re: *Rokeby Unit Negotiations Final Offer*

Dear Richard:

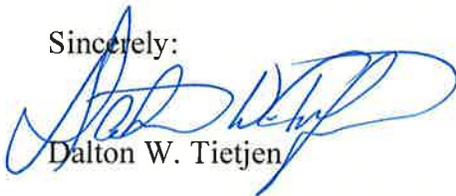
I am writing to follow up on my email of February 11, 2019. In that email, I informed you of the Rokeby bargaining unit's unanimous decision to reject the last offer that we had received from you (on behalf of LES) and instead make a final offer, pursuant to statute.

The final offer was couched in the following terms in the email: "The Union's final offer consists of all of the materials that were previously TA'd during your negotiation sessions, plus the discipline language contained in your January 11, 2019 email and the grievance procedure language attached to my January 25, 2019 email to you. This would be subject to everybody meeting to sort out the precise articles and language that have already been TA'd and agreeing upon the final result." I have enclosed with this letter a copy of the January 25, 2019 grievance procedure proposal.

The email also requested that LES either accept the Union's final offer or, alternatively, deliver to the Union LES' final offer. The following clarifying sentence was also included: "As both you and I have previously stated, if we do not reach agreement and need to proceed to the CIR, the Union will withdraw from all prior agreements on this CBA and will submit all issues to the Commission."

It is my understanding that LES will be making a decision regarding the final offer at the Board of Director's March meeting. We will look forward to receiving your response.

Sincerely:



Dalton W. Tietjen

DWT/mb

enclosure

Grievance Proposal – 1/25/19 – In conjunction with disciplinary article proposal

L. Grievance Procedure

It is the policy of LES to give employees an opportunity to discuss their grievances with supervisors in order to find mutually satisfactory solutions as rapidly as possible. In the presentation of grievances at any supervisory level, employees are insured freedom from restraint, interference, discrimination, or retaliation.

A grievance consists of a written complaint filed by an employee, or by the IBEW on behalf of an identified employee or group of employees, involving interpretation or application of any of the provisions of this Agreement, except that the following shall not be grievable:

- . Subjects that fall within the provisions relating to the management rights;
- . Selection or assignment of non-represented employees;
- . Any question relating to the LES retirement plan or group insurance plan, or other practices of LES with respect to group insurance.

In the case of a possible grievance, the employee should first discuss the problem with his or her immediate supervisor. Failing to resolve the problem, the employee must proceed through the grievance procedure.

The employee can be represented at any step of the grievance procedure by any person of his or her choice, including an authorized union representative.

No union representative, union stewards or grievance committee members can solicit grievances. They may receive, discuss, and handle grievances on the premises during working hours, except where such activities unreasonably interfere with work. No union employee will leave his or her place of work without first advising an immediate supervisor and obtaining such permission. Such permission will not be unreasonably withheld.

A grievance can be heard at any step in the grievance procedure by mutual agreement of both LES and the employee.

Grievance Procedure

Step One: The employee files a written grievance with his or her department manager within ten working days of the date of the occurrence being grieved. The department manager reviews the matter and responds in writing to the grievant within five working days of the date of the grievance is received.

Step Two: If the grievant is not satisfied with the written response of the department manager, he or she has five working days from the date of the receipt of that response to appeal the decision, in writing, to the appropriate Executive Staff member. The appropriate Executive Staff member investigates the grievance and responds in writing to the grievant within ten working days of the date the appealed grievance was received.

Step Three: If the grievant is not satisfied with the response received in Step Two, he or she has five working days from the date of receipt of the Step Two response to appeal the grievance, in writing, to the LES Administrator and CEO. The Administrator and CEO furnishes a written response to the grievant within ten working days after having received the appealed grievance.

Step Four: If the grievant is not satisfied with the Administrator and CEO's response in Step Three, he or she has ten working days from the date of receipt of the Administrator and CEO's response to submit the grievance to binding arbitration. To accomplish this, the grievant submits a written request to the Manager, Human Resources (the "Filing Date").

Once the grievance is submitted to binding arbitration, the grievant/union shall notify LES of the identity the grievant's legal representative, if any, for purposes of processing of the arbitration, and LES shall likewise notify the grievant/union of the identity of its legal representative for purposes of the arbitration, not later than the third working day following the request for binding arbitration. Following the identification of respective legal representatives by the parties, and not later than the fifth working day following submission of the grievance to binding arbitration, the party submitting the issue to arbitration shall be responsible for beginning the process of selection of an arbitrator by requesting a panel of potential arbitrators from the Federal Mediation and Conciliation Service (FMCS). In connection with the request to the FMCS for issuance of a panel of potential arbitrators, the FMCS shall be notified of the identity, mailing address, e-mail address, telephone number, and facsimile number, of each of the parties' legal representatives, who shall be the official contacts for the FMCS.

The panel of potential arbitrators requested from the FMCS shall consist of no less than seven potential arbitrators, and each party shall have the right to reject or strike no more than one entire panel of potential arbitrators. If either party rejects or strikes the initial entire panel of arbitrators, the party requesting arbitration shall request a second panel of no less than seven potential arbitrators, which panel shall only be subject to a strike or rejection by the party which did not strike the initial panel of arbitrators. In the event that this party strikes or rejects the second panel of potential arbitrators supplied by the FMCS, the party requesting arbitration shall request from the FMCS a third and final panel of no less than seven potential arbitrators, which shall be the final panel for consideration. As soon as a panel of potential arbitrators is accepted by both parties for consideration, or upon the issuance by the FMCS of the third and final panel of potential arbitrators, the arbitrator shall be selected through a normal alternate striking process in which each party shall have three "strikes" through which each party shall strike one of the potential arbitrators from the listed panel. The party requesting that the issue be submitted to binding arbitration shall make the first strike, and the one arbitrator remaining after each party has exercised its alternating three strikes shall become the arbitrator who will preside over the arbitration and issue the ultimate decision.

The Arbitrator shall adopt a schedule which enables the presentation of evidence and issuance of a final decision not later than ninety working days following the Filing Date unless the parties mutually agree to waive or extend this deadline. Unless otherwise specifically provided for, the Arbitrator shall follow the rules of procedure adopted by the American Arbitration Association as in effect at that time. The arbitration hearing is not open to the public unless the parties mutually agree.

The Arbitrator shall have no authority to alter, in any way, the terms and conditions of this Agreement, and its decision shall be confined to a determination of the facts, an interpretation, and an application of this agreement.

The parties agree that the binding arbitration as provided herein shall be in lieu of and to the exclusion of any other right of appeal to a court or administrative agency; provided, however, this provision shall not be construed to preempt the right of an individual employee to seek redress in a court of competent jurisdiction or before an appropriate administrative agency for any alleged violation of a state or federal civil rights statute.

Each party shall bear one half the fee of the arbitrator in addition to one half of any other costs incurred in the arbitration process.