

AGREEMENT

between

**LOCAL UNION 193 of the INTERNATIONAL BROTHERHOOD
of ELECTRICAL WORKERS,
SPRINGFIELD, ILLINOIS**

and

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 73



Effective:
June 1, 2019
through
May 31, 2022

AGREEMENT

This Agreement is made and entered into by and between *Local Union 193 of the International Brotherhood of Electrical Workers, Springfield, Illinois* herein referred to as the "Employer" and *Service Employees International Union Local 73*, herein referred to as the "Union" for the purpose of establishing rates of pay, hours of work, and other conditions of employment. The terms and conditions of this Agreement shall be binding on the Employer and the Union.

**ARTICLE I
UNION SECURITY**

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for and on behalf of all regular full-time and regular part-time, employees performing office, clerical, and/or secretarial duties.

SECTION 1.2 The Employer will continue opportunities of employment only to those employees covered by this Agreement, who are members in good standing of the Union or who tender to the Union the initiation fees and periodic dues that are the obligation of members. New employees who are hired after the date of signing this Agreement shall not later than thirty (30) days after hire become members of the Union.

SECTION 1.3 The Employer agrees to deduct membership dues, initiation fees and fees for Union programs from employees' pay checks. Such deductions shall be authorized on forms signed by the employee and provided by the Union. The Employer shall remit monies deducted to the Union along with an itemized statement of such deductions. Deductions shall be in an amount certified by the Union.

**ARTICLE II
DISCRIMINATION**

SECTION 2.1 The Employer shall not discriminate against any employee because of their union activities nor because of race, color, religion, sex, national origin, disability or age.

SECTION 2.2 A Union Representative shall have access to any bargaining unit employee at any reasonable time upon reasonable notice to the Employer.

**ARTICLE III
MANAGEMENT RIGHTS**

The Employer shall manage the International Brotherhood of Electrical Workers, Local 193 and direct the working force. Among the exclusive rights of management, but not intended as full inclusive as a list of these rights, are the exclusive rights to plan, direct, schedule and control office functions including, but not limited to; increasing or decreasing work; removing or installing machinery or appliances; determining work process and procedure and establishing standards; to assign work; to transfer; to hire; to promote; to classify employees; to discipline; to suspend; to discharge for proper cause; to make and enforce Employer rules; to carry out the management of International Brotherhood of Electrical Workers, Local 193 office; to relieve employees from duty because of lack of work or other legitimate reasons; the right to introduce new work methods, materials, or facilities. The choice of, control of, and direction of the supervisory and confidential staff are vested exclusively in the employer. The exercise of such management rights shall be subject to the provisions of this Agreement.

**ARTICLE IV
GRIEVANCE AND ARBITRATION PROCEDURE**

SECTION 4.1 The authorized representatives of the Employer and the Union shall adjust any grievance

that may arise due to the application or interpretation of this Agreement.

SECTION 4.2 Grievances shall be reported in writing by the individual(s) or the Union to the Employer not more than seven (7) working days after the individual(s) or the Union became aware of the cause of such grievance.

SECTION 4.3 After receipt of the grievance, the Employer and the Union shall meet to adjust the grievance.

SECTION 4.4 All conferences between the Employer and the Union may be held during working hours and without loss of pay for bargaining unit employees.

SECTION 4.5.1 If the representative of the Employer and the Union cannot mutually adjust the grievances within fifteen (15) working days the grievance shall be referred to arbitration. The time limits for any step of the grievance procedure may be extended by mutual agreement of the parties.

SECTION 4.5.2 The Employer and the Union shall name one person each of their own choosing who shall serve on a panel to review the grievance and attempt to settle the dispute. If within five (5) working days after appointment, the two person panel is unable to agree on a just settlement the grievance shall be referred to a third impartial arbitrator.

SECTION 4.5.3 The impartial arbitrator shall be selected from the Federal Mediation and Conciliation Service or may be by mutual agreement of the parties either Anne Draznin or Peter Feulle. The first arbitrator available to hear the grievance shall be selected. Upon selection the arbitrator shall hear the grievance and issue a decision no later than thirty (30) days after selection. The decision of the impartial arbitrator shall be final and binding on both parties to this Agreement.

SECTION 4.5.4 Each party shall bear the cost and expense, if any, of the panel arbitrators. The cost and expense of the impartial arbitrator shall be split equally between the parties.

ARTICLE V SENIORITY

SECTION 5.1 Seniority shall be defined as the employees' length of continuous service with the Employer since their last date of hire. Seniority shall prevail in all promotions, layoffs, recalls, and rehiring, providing that the employee is able to do the work.

SECTION 5.2 Employees on layoff shall be recalled in the reverse order of having been laid off before any new employee shall be employed.

SECTION 5.3 Employees who promote shall have a sixty (60) day period to gain experience and become better qualified to fill the duties required. Promotions are defined as moving from a lower classification to a higher classification.

SECTION 5.4 Employees who promote but fail to qualify within sixty (60) days shall return to their former position.

SECTION 5.5 Seniority shall be broken and considered nil when an employee:

- a) Voluntarily resigns
- b) Is discharged for cause
- c) Fails to return to work within (10) ten working days when requested to do so by written notice sent by the Employer via registered mail, to the last known address of the employee (copy sent to the Union).

SECTION 5.6 It is the responsibility of the employee to furnish the Employer with the correct name, address, and telephone number where they may be reached.

SECTION 5.7 New hires shall serve a probationary period of six (6) months. The employee shall not exercise seniority rights during the six month probationary period.

ARTICLE VI DISCIPLINE AND DISCHARGE

SECTION 6.1 The Employer agrees that disciplinary action shall only be imposed for just cause.

SECTION 6.2 The Employer agrees with the tenets of corrective and progressive discipline. Disciplinary action imposed against an employee shall include only the following. Discipline will be initiated in light of the seriousness of the offense.

- a) Oral Warning
- b) Written Warning
- c) Suspension
- d) Discharge

SECTION 6.3 Any disciplinary actions imposed on a bargaining unit employee shall be presented in a timely manner to the employee involved and to the Union. Employees shall have recourse to the grievance procedure and the right of Union representation any time during the disciplinary process.

ARTICLE VII LAYOFF/RESIGNATION/RETIREMENT

SECTION 7.1 When the Employer decides to implement any reduction in force it shall give the Union and the bargaining unit member effected fourteen (14) calendar days notice of the reduction in force.

SECTION 7.2 Employees shall be laid off by seniority provided that retained employee can do the work. No employee shall be laid off until all employees with less seniority have been laid off.

SECTION 7.3 Employees who voluntarily resign or retire shall provide the Employer with at least fourteen (14) calendar days notice.

**ARTICLE VIII
LEAVES OF ABSENCE**

SECTION 8.1.1 **Sick Leave:** All full time Employees shall be eligible for sick leave upon completion of six (6) months of continuous employment. Employees working 40 hours per week shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month. Employees hired less than 40 hours per week but no less than 32 hours per week shall accumulate sick leave at the rate of three fourths (3/4) work day with 100% of pay per month. Sick leave shall be figured in this manner upon completion of probation for the period of probation.

SECTION 8.1.2 **Paid Sick Leave:** The maximum amount of sick leave that can be accrued is sixty (60) days.

SECTION 8.1.3 The Employer may require a certificate from a registered practicing physician for any absence requiring sick leave payments in excess of three (3) consecutive days.

SECTION 8.1.4 Absences due to illness or accident shall be reported before 8:00 a.m. or as soon as possible on the day of the absence.

SECTION 8.1.5 In those cases where an employee has utilized all paid sick leave and is still unable to return to work, a statement from the attending physician is required. Upon receipt of such statement the Employer shall determine the appropriate action to be taken.

SECTION 8.1.6 Sick leave shall not accrue during any full month of absence under this Article.

SECTION 8.1.7 Upon termination of employment any unused sick leave shall be compensated at the rate of five (5) days pay for each twelve (12) days of accrued sick leave.

SECTION 8.2 **Bereavement Leave:** Employees may use up to a maximum of four (4) days leave with pay, for each situation in which there is a death or serious illness in the immediate family requiring the presence of the employee. The immediate family shall be defined as wife, husband, daughter, son, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or any other relatives residing in the same household. Sick leave shall continue to accrue.

SECTION 8.3 Employees shall be granted one (1) personal leave day per calendar year for every completed year of service up to a maximum of six (6) days per year. Requests for personal leave time shall not be unreasonably denied. Personal leave days may be used for any personal reason. Personal leave days shall not carry over from year to year. In addition any bargaining unit employee who utilizes one day of sick leave or less per calendar year will be awarded two bonus days in January to be used the same as personal leave days.

SECTION 8.4 All bargaining unit employees shall be deemed eligible for the rights and benefits pursuant to the Federal Family Medical Leave Act of 1993. Total unpaid leave for medical or health reasons may be granted up to a period of, but not to exceed one (1) year. Requests should be presented in writing to the employer accompanied by appropriate medical certification. Legitimate requests for extended unpaid leave shall not be unreasonably denied and shall be allotted in weekly increments.

**ARTICLE IX
VACATION**

SECTION 9.1 All full time employees shall receive two weeks paid vacation per calendar year. Employees shall be allowed to accumulate up to twice their annual entitlement of vacation. Employees shall not be allowed to schedule more than two (2) consecutive weeks or two (2) weeks within any six (6) month period, exceptions may be granted based upon need or exceptional circumstances.

SECTION 9.2 All requests for vacation shall be requested at least thirty (30) days in advance. Such requests shall be in writing.

SECTION 9.3 Upon termination of employment any unused vacation credits within the year of termination shall be compensated to the employee in full.

SECTION 9.4 Vacation requests shall be granted at times and in amounts requested by the employee according to seniority and the operational needs of the Employer.

**ARTICLE X
PAID HOLIDAYS**

SECTION 10.1 The following holidays shall be observed by the Employer:

New Years Day	Veterans Day
Memorial Day	Thanksgiving Day
Fourth of July	Day after Thanksgiving Day
Labor Day	Christmas Day
	Employee's Birthday

SECTION 10.2 When the above designated holidays fall on a Sunday they shall be observed on the following Monday and when they fall on a Saturday they shall be observed on the previous Friday. All paid holidays other than specified above shall be observed according to National Law.

**ARTICLE XI
HOURS OF WORK**

SECTION 11.1 The pay period begins at 12:01 a.m. Sunday of each week and ends the following Saturday at midnight.

SECTION 11.2 Business hours shall be from 8:00 a.m. till 5:00 p.m. Monday through Friday. Work hours shall be any eight (8) hours of work plus one (1) hour for lunch between the hours of 7:30 a.m. and 5:30 p.m. Monday through Friday. Lunch shall be alternated between employees to allow for an employee to be present during the business hours listed above.

SECTION 11.3 All hours worked in excess of eight (8) hours per day, Monday thru Friday, and all hours worked on Saturday shall be compensated to the employee at one and one half (1 ½) times the Employee's regular rate of pay. All hours worked on Sundays and holidays shall be compensated at double (2) times the Employee's regular rate of pay.

SECTION 11.4 Employees must work a minimum of thirty-two (32) hours per week to be considered full time. Only regular full time employees are eligible for benefits listed under this agreement. Employees working less than thirty two (32) hours per week shall be considered part time employees.

ARTICLE XII HEALTH, WELFARE AND PENSION

SECTION 12.1 The Employer shall contribute into the NECA-IBEW Pension Trust Fund or any annuity or future pension plan the amount per hour paid on other IBEW Local 193 staff and employees participating in this plan, based on the hours worked per month, for all regular full time employees covered by this agreement.

SECTION 12.2 Upon signing in the initial Collective Bargaining Agreement, effective August 1, 1995 all regular full time bargaining unit employees employed on that date shall have the Employer contribute into the Pension Trust Fund the amount per hour paid on other IBEW Local 193 staff and employees participating in the plan based on forty (40) hours work per week.

SECTION 12.3 The Employer shall continue to provide health care coverage at no cost to the employee and their dependent through the NECA-IBEW Welfare Trust Fund. All full time employees shall be eligible for health care coverage.

SECTION 12.4 Contribution - It is mutually agreed that the Employer shall contribute to the NECA-IBEW Welfare Trust Fund - Health Reimbursement Arrangement 1.5 % of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit.

ARTICLE XIII WAGES

SECTION 13.1 Employees', who's normal work week consists of a minimum of 40 hours and who have over 5 years seniority, shall receive wages set at 100% of the Journeyman Wireman base wage rate as set forth in the Inside Construction Agreement. Should the Journeyman Wireman base wage rate under the Inside Construction Agreement decrease at any time during the course of this agreement due to increase cost of benefits, the base wage for employees under this agreement once established shall not decrease.

Employees' working less than 40 hours per week with over 5 years seniority shall be set at seventy percent (70%) of the Journeyman Wireman Base wage rate, as set forth in the Inside Construction Agreement.

Increases will be effective on the same date of increases in Journeyman Wireman rate.

SECTION 13.2 All bargaining unit employees not covered under Section 13.1 shall receive as a minimum the applicable wage rate as listed below. All percentages below are based on employee wage rates with over 5 years

seniority.

0-1 year	50%
1-2 year	60%
2-3 year	70%
3-4 year	80%
4-5 year	90%

SECTION 13.3 MILEAGE REIMBURSEMENT

When Employees are required by the Employer to use their personal vehicles for work related tasks, the Employer shall reimburse the Employee mileage at the maximum non-taxable rate as allowed by the Internal Revenue Service. Employees will maintain a record of all-work related mileage and shall submit said record for approval of reimbursement of the first day of the following month.

**ARTICLE XIV
TUITION REIMBURSEMENT**

SECTION 14.1 The employer shall pay all expenses and any loss of pay to attend job training courses required and employee requested training if approved by the employer.

**ARTICLE XV
UNION LABEL**

SECTION 15.1 The Service Employees International Union, Local 73 label or the initials "S.E.I.U. #73" in lieu thereof, must appear on all work performed in the office by the employees who are members of Local 73 Service Employees International Union.

**ARTICLE XVI
SAVINGS CLAUSE**

SECTION 16.1 Any provision contained therein that is contrary to or held to be in violation of the Labor Management Relations Act of 1974, as amended, or any federal or state law now in effect or hereafter enacted, or hereafter becoming effective shall be void and of no force or effect, and this contract shall be construed as if said provisions herein were not part hereof, it being intended, however, that the other provisions of this contract shall not be affected thereby.

SECTION 16.2 It is further agreed that should compliance with any federal or state law, or amendment thereof, or any order or regulation issued there under, now or hereafter in force and effect prohibit the carrying out of this Agreement, then to the extent of such deviation or prohibition this Agreement shall be deemed to have automatically amended, effective on the effective date of such law, order, or regulation.

SECTION 16.3 Such amendment to this contract shall remain in effect only as long as said law, amendment, order, or regulation continues in effect, or until the expiration of the Agreement, whichever event shall occur first.

**ARTICLE XVII
MUTUAL AMENDMENT**

SECTION 17.1 This Agreement shall be subject to amendment at anytime by mutual consent of the parties, hereto. Such amendments shall be reduced to writing; state the effective date thereof and be approved and executed in the same manner as this Agreement.

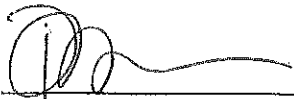
**ARTICLE XVIII
TERMINATION AND REMOVAL**

This Agreement shall be effective June 1, 2019 and shall remain in full force through May-31, 2022. The Union has the right to strike during negotiations concerning Article XIII.

In witness whereof, the said parties to this Agreement have caused the Agreement to be executed this 31 day of May, 2019. It shall continue in affect from year to year thereafter, unless notice of amendment or termination is given in the manner provided herein.

FOR THE UNION

FOR THE EMPLOYER



PRESIDENT



BUSINESS MANAGER

