

**Agreement**

**Between**

**Illinois Agricultural Association**

**And**

**Service Employees International Union Local 73**

**Effective:  
June 1, 2020  
through  
May 31, 2024**

## **AGREEMENT**

This Agreement, to be effective beginning at 12:01 am. CDT on the 1st day of June, 2020 by and between the Illinois Agricultural Association, situated in Bloomington, Illinois, hereinafter called the Employer, and Service Employees International Union, Local Union, No. 73; by the committee duly authorized to act in its behalf, hereinafter referred to as the Union, witnesseth:

### **SECTION I**

#### **JURISDICTION**

The employer agrees to recognize Service Employees International Union, Local 73, SEIU, as the sole and exclusive bargaining agent for all maintenance employees, but excluding all supervisory, clerical personnel and guards.

### **SECTION II**

#### **DISCRIMINATION**

The Employer agrees that there shall be no discrimination by employer or any employer representative against officers and/or members of Local No. 73 engaged in the negotiation of agreements, the adjustment of grievances or the performance of committee work, in the interest of the Union and its members.

The Employer and Union agree that it is the policy of both Employer and Union that all recruiting, hiring, training, compensation, overtime, job classification and assignments, working conditions, promotions, transfers, employee treatment, and all other terms, conditions, and privileges of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race, color, religion, sex, age or national origin, and neither Employer nor Union will demand any interpretation of the terms of this contract which would result in any such discrimination.

In the event Employer is required to file statements required by the Office of Federal Contract Compliance or its successor responsive to Executive Orders 11246 and 11598, Union agrees to promptly furnish to Employer upon Employer's request such statements as are required to be made by Union thereunder.

### **SECTION III**

#### **INHERENT RIGHTS**

The Union recognizes the right of the Employer to manage its operations and to plan, direct and control the policies and conditions of employment of the employees insofar as such policies are not inconsistent with the expressed provisions of this Agreement. The Employer recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and agrees to keep the

Union informed prior to any such changes. Any officer or official representative of Local No. 73 or of the Service Employees International Union shall have the right to consult with any member of the Union on the premises of the Employer but in a manner and at such time as will not interfere with the business of the Employer.

#### **SECTION IV**

##### **BULLETIN BOARDS**

The Employer will designate areas convenient to union employees where notices of union meetings may be posted upon a bulletin board. Other notices must first receive the approval of the Director Building and Grounds before posting.

#### **SECTION V**

##### **GRIEVANCE AND ARBITRATION PROCEDURE**

A grievance under this contract is a written dispute, claim or complaint arising under and during the term of this labor contract. It may be filed by either the Union or management or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of the contract. Grievances shall be heard other than during working hours. If any employee has a grievance which he desires to have considered, he shall present it in the following manner:

1. The employee and his steward shall present the grievance(s) in writing to his immediate supervisor. The supervisor shall answer the grievance not later than two workdays after it is presented to him. If the supervisor fails to answer the grievance within two working days, it shall go immediately to the next step.
2. If the employee and his steward are not satisfied with the decision of his immediate supervisor, the grievance shall then be presented in writing by the employee, or his authorized representative, to the Employer. Such grievance must be presented by the employee, or his representative, within five workdays after the date of the immediate supervisor's answer in the previous step of the grievance procedure unless the supervisor agrees that more time is needed to obtain necessary information. Any decision which is not appealed by the employee or his authorized representative within five workdays shall be considered settled. If the Employer fails to answer the grievance within five workdays after the appeal is presented to him, then the grievance shall go to arbitration.
3. If the decision of the Employer is not satisfactory to the employees, the grievance, together with the written record of the case shall be referred to a single arbitrator selected from a list of five arbitrators furnished by the Federal Mediation and Conciliation Service.

4. The selection of the single arbitrator shall be made by the Employer striking one of the five names furnished, then the Union striking one, this procedure to be followed until one name remains on the list. The name remaining shall be the arbitrator only for the grievance concerned. The decision of the arbitrator shall be accepted by the Employer and the employee as a final settlement of the grievance.
5. At least fourteen (14) days prior to a scheduled arbitration, the Union representative and an Employer representative shall meet and confer and shall agree to the following: a written statement of the grievance including articles and sections of this agreement alleged to have been violated and specific relief requested by the Union; facts that can be stipulated; disputed facts; and lists of potential witnesses.
6. The arbitrator shall have the authority only to interpret and apply the provisions of this Agreement and only to the extent necessary to decide the submitted grievance and shall not have the authority to add to, detract from, or in any way alter the provisions of this Agreement. The decision of the arbitrator shall be binding upon the parties.
7. The losing party shall pay the costs of the arbitrator. There will be no transcript unless all three parties, the arbitrator, the Union, and the Employer, agree to have the hearing transcribed in which cost the Union and the Employer, shall share the cost equally. No oral or written warning shall ever be taken to arbitration provided that there is a third level grievance hearing.

## **SECTION VI**

### **BENEFITS**

Union members servicing the IAA Building shall receive the same benefits—as interpreted and administered by the Corporate Human Resources Division—which are received by other IAA wage hour employees unless such benefits are otherwise described by the terms of this contract.

This shall mean that any change in benefit provisions resulting in an increase or decrease in benefits shall apply to union members as well as other wage hour employees unless otherwise provided in this contract.

The Employer will, however, retain the right to administer benefits differently to union members if it is deemed more efficient and proper to the Employer due to the nature of work and the hours of work performed by some or all union members.

## **SECTION VII**

### **HOURS**

Eight (8) consecutive hours shall constitute the workday which may be interrupted by a meal period of thirty (30) minutes. The week is from Saturday through Friday. The workweek is normally from Monday through Friday. The workweek shall consist of five consecutive eight-hour days or forty hours per week. Benefits will be based on a forty-hour workweek.

All time in excess of the unit hours constituting the workday and workweek is overtime and will be compensated at time and one-half on the regular pay check. When overtime work is available, it will be offered first on a volunteer basis. If no volunteers are available, then the overtime will be offered in order of seniority from most senior to least. Each employee has the right to refuse the overtime down to the least senior, whom if all others refuse, will be required to work it. There are some tasks for which not all employees are trained. In these instances only those trained for the task to be completed would be considered.

When a union employee is asked to remain on the job after the building has been officially closed by declaration of the IAA Vice President Finance and Treasurer, or his designee, because of an emergency during such employee's regular shift, such employee shall be paid at two and one-half times his regular rate for the remainder of his regular shift. If the employee remains on the job beyond his regular shift, he is paid at the regular overtime rate. Any such declaration by the said IAA Vice President Finance and Treasurer, or his designee, shall be effective only for the shift during which the declaration was made unless otherwise specifically stated.

## **SECTION VIII**

### **CALLBACK**

If an employee is called back for special duty after the close of his regular shift, he shall be paid for a minimum of two (2) hours work at the overtime rate, provided this special duty is not at the end of his regular work shift. An employee shall be paid a minimum of two (2) hours for any callback prior to the start of his regular shift provided he is not already on the premises when called to work. Regularly scheduled overtime shall not apply to this section.

## **SECTION IV**

### **UNIFORMS**

Uniforms, if required, shall be furnished, maintained and replaced by the Employer.

## SECTION X

### SENIORITY RIGHTS

Employees shall acquire seniority rights retroactive to date of employment after the completion of a probationary period of six months. Seniority shall be effective in case of layoff and/or rehire for six months' period. Seniority shall be by classification. In case an employee quits or is discharged, all seniority rights are forfeited.

A seniority list shall be posted every six months.

All open union jobs shall be posted.

The open job shall be posted prior to the beginning of the work shift. The Employer reserves the right to fill the vacancy which can include job applicants from outside the company.

Employees who are absent because of an excused absence will have 48 hours in which to post for the job from the day on which they return to work.

The Employer may transfer an employee to a different classification for a period not to exceed six (6) months without the employee losing the seniority in his original classification.

## SECTION XI

### UNION SECURITY

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the date on which this Agreement is signed shall remain members in good standing and those who are not members on the date on which this Agreement is signed shall, on the thirtieth day following the date on which this Agreement is signed, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after the date on which this Agreement is signed, shall, on the thirtieth day following the beginning of such employment become and remain members in good standing in the Union.

## SECTION XII

### CHECKOFF

The Employer agrees to deduct from the pay of each member of the Union in its employ, regular monthly dues, and initiation fees, as may be levied by Local Union No. 73, and pay the same to the Secretary of Local Union No. 73, Springfield, Illinois, on or before the fifteenth day of each month during the term of this Agreement, and will furnish said Union a list of employee members' names and the amount deducted from each employee member's wages; provided, however, that such deduction will only be made by the Employer once each month and only after the Union has furnished the Employer the signed written authority of employees for making such deductions.

Hold Harmless: The Union agrees to indemnify and save the Employer harmless from any liability arising out of the discharge of any employee under the terms of Section XI and XII.

## SECTION XIII

### WAGES

- IA. Effective June 1, 2020 the job rate for all classifications will be according to the following schedule:

#### JOB RATES

##### After being continuously Employed

| Classification        | Starting | 6Mo.    | 12 Mo.  | 18 Mo.  | *Level 5 | *Level 6 | *Level 7 |
|-----------------------|----------|---------|---------|---------|----------|----------|----------|
|                       | Rate     | Level 2 | Level 3 | Level 4 |          |          |          |
| Maintenance Assistant | 19.38    | 20.55   | 21.75   | 23.07   | 24.46    | 25.93    | 27.46    |
| Grounds Maintenance   | 20.55    | 21.75   | 23.07   | 24.46   | 25.93    | 27.46    | 29.14    |
| Building Maintenance  | 24.46    | 25.93   | 27.46   | 29.14   | 31.19    | 33.36    | 35.70    |

- I B. Effective June 1, 2021 the job rate for all classifications will be according to the following schedule:

##### After Being Continuously Employed

| Classification        | Starting | 6Mo.    | 12 Mo.  | 18 Mo.  | *Level 5 | *Level 6 | *Level 7 |
|-----------------------|----------|---------|---------|---------|----------|----------|----------|
|                       | Rate     | Level 2 | Level 3 | Level 4 |          |          |          |
| Maintenance Assistant | 19.77    | 20.96   | 22.19   | 23.53   | 24.95    | 26.45    | 28.01    |
| Grounds Maintenance   | 20.96    | 22.19   | 23.53   | 24.95   | 26.45    | 28.01    | 29.72    |
| Building Maintenance  | 24.95    | 26.45   | 28.01   | 29.72   | 31.81    | 34.03    | 36.41    |

- I C. Effective June 1, 2022 the job rate for all classifications will be according to the following schedule:

##### After Being Continuously Employed

| Classification        | Starting | 6Mo.    | 12 Mo.  | 18Mo    | * Level 5 | *Level 6 | *Level 7 |
|-----------------------|----------|---------|---------|---------|-----------|----------|----------|
|                       | Rate     | Level 2 | Level 3 | Level 4 |           |          |          |
| Maintenance Assistant | 20.17    | 21.38   | 22.63   | 24.00   | 25.45     | 26.98    | 28.57    |
| Grounds Maintenance   | 21.38    | 22.63   | 24.00   | 25.45   | 26.98     | 28.57    | 30.31    |
| Building Maintenance  | 25.45    | 26.98   | 28.57   | 30.31   | 32.45     | 34.71    | 37.14    |



I D. Effective June 1, 2023 the wage increases for Building Maintenance and Mechanical Maintenance classifications will be determined by the 3-year average of IAA's wage increase rate from 2020 to 2022.

After Being Continuously Employed

The below table is intentionally left blank, and will be completed when the above referenced wage increase is determined in 2022.

| Classification        | Starting        | 6Mo.    | 12 Mo.  | 18Mo    | * Level 5 | *Level 6 | *Level 7 |
|-----------------------|-----------------|---------|---------|---------|-----------|----------|----------|
|                       | Rate<br>Level 1 | Level 2 | Level 3 | Level 4 |           |          |          |
| Maintenance Assistant |                 |         |         |         |           |          |          |
| Grounds Maintenance   |                 |         |         |         |           |          |          |
| Building Maintenance  |                 |         |         |         |           |          |          |

\* These rates are not based on seniority, but upon demonstrated skill level and performance of assigned duties as reflected in regularly scheduled 6 month performance evaluations by the company.

2. If an employee is temporarily assigned to perform work in a higher classification, he will be paid for the time actually worked at the rate for the higher classification.

In no case will the rate of pay of an employee be reduced if he is performing work outside his regular classification.

3. Leadman — The Employer may select a regular full-time or temporary leadman from within the regular classification of employees. A premium of 5% of the employee's regular rate of pay will be paid to an employee so designated. The Employer in its sole discretion may establish or eliminate a leadman position and determine who should be named to any such position(s).

4. A part-time employee classified as Maintenance or Mechanical Maintenance working 20 hours or more per week will qualify for the length of service wage adjustments upon completing 12 months, 24 months, 36 months, 48 months, 60 months and 72 months of continuous service instead of 6 months, 12 months, 18 months, 24 months, 30 months and 36 months used for full-time employees. All other part-time employees will be eligible for the length of service wage adjustments upon completing 12 months or 18 months as the case may be.

An employee whose continuous employment is for 4 months or less is to be

deemed a Temporary employee. Temporary employees shall be paid at the starting rate.

5. Maintenance personnel shall receive four (4) hours pay at the overtime rate for each day of weekend building checks and holiday building checks. Any scheduled work or repair work will be compensated in addition to the 4 hour building check premium
6. Any employee required to perform asbestos abatement will receive appropriate training and certification prior to performing these duties.
7. Any employee required to perform asbestos abatement or asbestos O&M (Operations and Maintenance) work will be paid a premium of 10% per hour while performing that work.

#### **SECTION XIV**

##### **SAFETY**

The Employer will make every reasonable effort to provide employees with safe working conditions, and the Union will lend its full support and encouragement to the practice of safety by employees.

#### **SECTION XV**

##### **TERMINATION**

During the term of this Agreement there shall be no strikes, slowdowns, picketings, stoppages of work or boycotts by the Union or its members, unless the Employer shall fail to abide by the decision of the Arbitrator. There shall be no lockout by the Employer unless members of the Union shall fail to abide by the decision of the Arbitrator.

#### **SECTION XVI**

##### **CONFORMITY TO LAW**

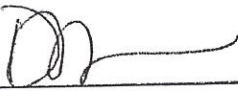
No provision or clause of this Agreement may supersede State or Federal Laws. In the event that any provision of this Agreement or application of any such provision is or shall at any time be held by a court of final and competent jurisdiction to be contrary to law, such provision, or such provision to the extent of such illegal application, as the case may be, shall be deemed to have been deleted from this Agreement, and all other provisions or applications of this Agreement shall continue in effect.


Agreement, and all other provisions or applications of this Agreement shall continue in effect.

Duration: This Agreement shall remain in full force and effect from June 1, 2020 through May 31, 2024 and shall automatically renew itself from year to year thereafter unless at least sixty (60) days before the termination date either party gives notice to the other of desire to amend, add to or terminate this Agreement.

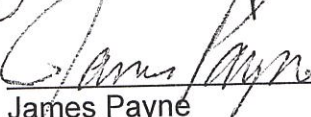
IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 1st day of June, 2020

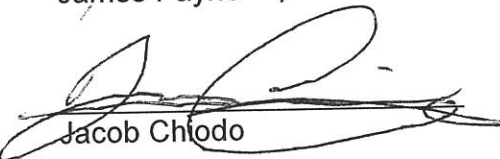
LOCAL UNION NO. 73 OF THE  
SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
AFL-CIO, CLC

  
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Dian Palmer

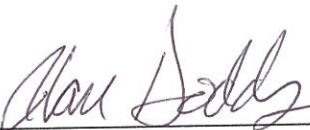
  
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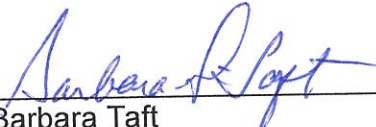
  
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James Payne

  
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Jacob Chido

ILLINOIS ARGICULTUAL  
ASSOCIATION

  
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Alan Dodds

  
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Mark Wilson

  
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Barbara Taft