

**BOARD OF EDUCATION SCHOOL DISTRICT 89  
JULY 1, 2017 TO JUNE 30, 2020**

**THIS AGREEMENT** entered into between the **Board of Education of School District 89** and the **INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, Local Union No.134, (AFL-CIO)**, hereinafter referred to as the “**Union**”, covers wages, hours and other conditions of employment of electrical workers who are represented by the **Union** and employed by the **Employer**.

**ARTICLE I  
Recognition - Jurisdiction**

**Section 1.** The **Employer** will respect work jurisdictional rules of the **Union** and shall not request or require persons other than the employees in the bargaining unit here involved to perform work which is, and has been historically, recognized as the work of the employees in said unit.

**Section 2.** The work to be performed under the terms of this Agreement shall be as follows: maintenance electricians are to maintain, repair, replace and care for all electrical wiring, electrical appliances and electrical equipment of any nature, including light and power wiring fixtures and also electrical work related to sprinkler systems, electrical equipment related to temperature controls of any nature, refrigeration, escalators, conveyors of all kinds, private telephone systems, all air conditioning equipment, tube systems, radio and public address systems, elevators, motor generators or any other equipment using electricity as the operating medium, including all lamping and relamping of fluorescent fixtures and major lamping and relamping of incandescent fixtures, as well as all general electrical maintenance work required by the **Employer**, except they shall not be required to perform major construction or repair work not reasonably expected of maintenance electricians.

**ARTICLE II  
Responsibility for Work**

**Section 1.** All work of the bargaining unit shall be performed by employees in the unit, and no such work shall be performed by any other person or be sublet or contracted out, except major construction and repair work referred to above.

**Section 1A.** District 89 will require on all electrical capitol construction projects over the amount of \$25,000.00 that the successful bidder for such work be in compliance with the following “responsible bidder language”: Responsible bidder language for construction contracts means a bidder who meets all of the job specifications, the following applicable criteria and submits evidence of such compliance:

- (1) All applicable laws prerequisite to doing business in Illinois.
- (2) Evidence of compliance with:
  - (a) Federal Employer Tax Identification Number or Social Security Number (for Individuals)
  - (b) Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 (known as the Equal Opportunity Employer provisions).
- (3) Certificates of insurance indicating the following coverages: general liability, workers compensation, completed operations, automobile, hazardous occupation, product liability and professional liability.
- (4) Compliance with all the provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization insurance and retirement for those trades covered in the Act.
- (5) The bidder and all bidder’s sub-contractors must participate in active apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training.
- (6) Non-compliance with this language will result in a 20% penalty and a 2% punitive damage of the total contract bid, and/or two year disbarment from bidding with School District 89.
- (7) All contractors and subcontractors are required to turn in certified payroll on a weekly basis.

**Section 2.** Employees shall obey all orders of those in authority and conduct themselves in a respectful manner and they will work in every way to the best interest of their Employer.

**Section 3.** Except as specifically limited by the express provision of the Agreement, the Employer retains exclusively to itself the traditional right to manage the custodian and maintenance services and to direct its employees, including, but not limited to, the following: to direct, plan, and control operations; to change existing methods, equipment, and facilities and/or to introduce new or improved ones; to determine what services shall be performed; to establish and change the hours of work; to select, hire, and transfer employees; to assign them to work as needed; to assign overtime; to promote, demote, suspend, discipline, and discharge employees for just cause; to make and enforce reasonable rules not inconsistent with the provision of the Agreement; to lay off and to relieve employees from duty because of lack of work or other legitimate reasons.

### **ARTICLE III Union Shop**

All employees covered by the terms of this Agreement shall be required to become and remain members of the Union as a condition of employment from and after the thirty-first (31st) day following the date of their employment or the effective date of this Agreement, whichever is later.

### **ARTICLE IV Cooperation in Recruiting**

The Union undertakes, when requested to do so, to stand ready to furnish the Employer reliable and competent electricians when available.

### **ARTICLE V Non-Discrimination**

Neither the Employer nor the Union will discriminate against applicants or employees with regard to employment, tenure or any other term or condition of employment on the basis of race, sex, color, age, religious creed or national origin or ancestry in violation of any law.

### **ARTICLE VI Termination of Employment**

**Section 1.** The Employer has the right to discharge an employee without prior notice for just cause, including, but not limited to: habitual absenteeism, reporting late frequently, insubordination, inefficiency or inability to do necessary work, dishonesty, intoxication, or unlawful use of drugs or controlled substances. Where an employee is discharged under this Section 1, a severance memorandum will be given to the Union.

**Section 2.** A newly hired employee who has not previously been in the service of the Employer shall be considered to be a probationary employee for the first six (6) months of his employment, and shall not have recourse to the grievance procedure.

**Section 3.** Any employee who has been in the service for the Employer for one (1) year or more whose employment is thereafter terminated for any reason shall he paid for his accrued vacation computed from the anniversary date of employment (unless he has already taken his vacation) and the portion of his next year's vacation which he has earned up to the date his employment terminates. This compensation shall he paid to him at the time he receives his final pay from his Employer.

## **ARTICLE VII Seniority and Layoff**

**Section 1.** Seniority is the length of service in the bargaining unit. Seniority within classifications shall apply for the choice of vacation, layoff and call back. Seniority shall also apply in promotions, vacancies on jobs and shifts provided that the employee has the ability to perform the job. Seniority cannot be exercised until a vacancy occurs.

**Section 2.** The Employer shall give at least ten (10) working days' notice to employees who are to be laid off. In the event such advance notice is not given, employees shall receive ten (10) days' pay. When an employee is laid off under this Section 2, the Union shall be notified.

## **ARTICLE VIII Wages**

### **Section 1. Group B Maintenance Electricians**

All full-time regular employees during the term of this Agreement shall receive the following wage increases.

2% for the period June 1, 2017, to and including June 30, 2018	\$40.40
2% for the period July 1, 2018, to and including June 30, 2019	\$41.20
2 ¼% for the period July 1, 2019, to and including June 30, 2020	\$42.12

**Section 2.** The starting salary during the term of this agreement shall be \$40.40.

**Section 3.** Rates of pay for apprentices will be established on the same basis as that provided for under the terms of the Agreement in effect between Local Union No. 134, I.B.E.W. and the Electrical Contractors' Association of the City of Chicago.

**Section 4.** Employees designated as Foreman shall be paid a minimum of one dollar and fifty cents (\$1.50) per hour more than the regular rate of wages.

## **ARTICLE IX National Electrical Benefit Fund**

It is agreed that in accordance with the Employees Benefit Agreement of the National Electrical Benefit Fund ("NEBF"), as entered into between the National Electrical Contractors Association and the International Brotherhood of Electrical Workers on September 3, 1946, as amended, and now delineated as the Restated Employees Benefit Agreement and Trust, that unless authorized otherwise by the NEBF the individual Employer will forward monthly to the NEBF's designated local collection agent an amount equal to 3% of the gross monthly labor payroll paid to, or accrued by, the employees in this bargaining unit, and a completed payroll report prescribed by the NEBF. The payment shall be made by check or draft and shall constitute a debt due and owing to the NEBF on the last day of each calendar month, which may be recovered by suit initiated by the NEBF or its assignee. The payment and the payroll report shall be mailed to reach the office of the appropriate local collection agent not later than fifteen (15) calendar days following the end of each calendar month.

The individual Employer hereby accepts, and agrees to be bound by, the Restated Employees Benefit Agreement and Trust.

An individual employer who fails to remit as provided above shall be additionally subject to having his Agreement terminated upon seventy-two (72) hours' notice in writing being served by the Union, provided the individual employer fails to show satisfactory proof that the required payments have been paid to the appropriate collection agent.

The failure of an individual employer to comply with the applicable provisions of the Restated Employees Benefit Agreement and Trust shall also constitute a breach of his labor Agreement.

**ARTICLE X  
Premium Rates**

**Section 1.** Each employee covered by this Agreement shall receive the cents per hour increases in wage rates provided in Article VIII even though he may be enjoying a premium rate on the effective date of any general wage increase.

**ARTICLE XI  
Work Week**

**Section 1.** Employees covered hereunder shall be guaranteed five (5) eight (8) hour days and forty (40) hours of work in each calendar week, Monday thru Friday, inclusive, in each week. Eight (8) hours shall constitute a regular day's work and five (5) days shall constitute a regular week's work. The hours per day and the days per week shall be consecutive except when a holiday recognized hereunder intervenes.

**Section 2.** The standard work day shall be for the hours of 6:30 a.m. to 3:15 p.m.

**ARTICLE XII  
Overtime - Call Ins**

**Section 1.** One and one-half (1 ½ ) times the regular rate of pay shall be paid for all work in excess of eight (8) hours per day and in excess of forty (40) hours per week. One and one-half (1½) times the regular rate of pay shall also be paid for all work performed on Saturday when Saturday constitutes the sixth consecutive day of work in any workweek. Double time shall be paid for work performed on Sunday.

**Section 2.** In the event an electrician is called back to work during a shift other than his own shift, he shall be guaranteed a minimum of two (2) hours' pay at the applicable rate. Early reporting (call-in) and extended work following the end of his regular shift is not scheduled overtime and, thus, are not covered by the foregoing callback provisions.

**Section 3.** The Employer shall distribute overtime equitably among the employees within the classification in which any overtime work is performed. Employees have the right to inspect overtime records.

**Section 4.** Overtime or premium pay provided for in this Article shall not be pyramided or duplicated. Whenever two (2) provisions are applicable, the one yielding the larger amount of pay shall be applied to satisfy the requirements for all applicable provisions.

**ARTICLE XIII**  
**Funeral Leave**

The Employer agrees to pay employees covered by this Agreement for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parent, child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild or any relative residing with the employee or with whom the employee is residing. One day's absence with pay at straight time shall be allowed in the event of death of an employee's brother-in-law or sister-in-law, provided the employee attends the funeral.

**ARTICLE XIV**  
**Jury Pay Differential**

Employer shall compensate the employees for the difference between their contract pay and the amount received for jury service.

**ARTICLE XV**  
**Uniforms**

It is agreed that in the event the Employer requires uniforms, such uniforms will be furnished and maintained by the Employer.

**ARTICLE XVI**  
**Leaves of Absence**

**Section 1.** A leave of absence without pay may be granted by the Board in its sole discretion, upon written application, for any reason including ill health or military service. Neither the Union nor any employee shall be entitled to bring a grievance contesting a decision by the Board refusing a requested leave of absence. No leave shall commence without written approval of the requested leave from the Superintendent or his/her designee. No employee, however, shall be granted a leave of absence to seek employment elsewhere. For leave of absence for military service, the provisions of the Selective Service Act shall apply. Seniority shall continue to accrue only for leaves of absence due to military service.

**Section 2.** An employee covered by this Agreement who is engaged in gainful employment with someone other than the School District while on leave of absence without prior written permission from the District, except for employees on special assignment in the interest of the School District, shall be deemed to have resigned from the School District.

**Section 3.** When an employee is off the payroll on leave of absence for ill health, his/her job assignment shall be protected for one year from the time the leave of absence started. Employees are responsible for notifying the School District of their need for medical leave, including the anticipated date of return to work. The School District may require the Employee to submit a statement from their physician substantiating the need for medical leave.

**ARTICLE XVII  
Vacations and Sick Leave**

**Section 1.** Any full-time regular employee who has been in the service of the Employer continuously for:

6 months completed	5 days of vacation
12 months completed	10 days of vacation
Start of 5th year – 9 years	15 days of vacation
Start of 10th year – 19 years	20 days of vacation
Start of 20th year +	25 days of vacation

An additional day's vacation shall be allowed an employee if his vacation period included one of the holidays mentioned in ARTICLE XVIII hereof. A week's vacation pay shall be forty (40) hours pay at the employee's regular straight time hourly rate.

**Section 2.** Employees who are terminated for any reason shall be paid accrued vacation benefits in accordance with the provisions of ARTICLE VI, Section 3.

**Section 3.** Sick Leave: 15 days per year. Unused sick days may be accumulated to a maximum of 240. Upon retirement under the Illinois Municipal Retirement fund, Employee shall receive \$50.00 per unused accrued sick day not used for retirement service credits or benefits.

**Section 4.** Personal days: Employees may be absent three (3) days per year for personal reasons such as moving or personal business without loss of pay. These days are not part of the fifteen (15) sick day leave pay plan and are not cumulative. It is hoped that employees will use them only when necessary. Requests must be made in writing to the Director of Buildings and Grounds. Unused personal days are transferred to the employees' sick leave bank at the end of each school year. Personal days cannot be used the day before or after a holiday



**ARTICLE XVIII**  
**Holidays**

**Section 1. Holidays**

- |                                                         |                               |
|---------------------------------------------------------|-------------------------------|
| 1. New Year's Day                                       | 9. Labor Day                  |
| 2. Martin Luther King Day                               | 10. Columbus Day              |
| 3. President's Day                                      | 11. Veteran's Day             |
| 4. Pulaski Day                                          | 12. Thanksgiving Day          |
| 5. Friday preceding first Monday of Spring holiday week | 13. Friday after Thanksgiving |
| 6. First Monday of Spring holiday week                  | 14. Christmas Eve             |
| 7. Memorial Day                                         | 15. Christmas Day             |
| 8. July 4 <sup>th</sup>                                 | 16. New Year's Eve            |

All Holidays listed above will be guaranteed. In the event that any of the holidays fall on a Saturday or Sunday, the Friday before or the Monday following will be observed as such. In the event the holiday is not observed and the Monday or Friday is not used to celebrate the holiday, a day shall be added to the employees' vacation or the Employer may designate another day in lieu thereof.

**Section 2.** Each employee shall be paid eight (8) hours pay at the regular rate of pay for each such holiday when no work is performed on such days. An employee not scheduled to work on a holiday, but is called into work, will receive his holiday pay and be guaranteed a minimum of four (4) hours at twice his regular rate of pay. In the event an employee works more than four (4) hours on a holiday call-in, he shall receive holiday pay, plus twice his rate of pay for a guaranteed eight (8) hours. In the event an employee works more than eight (8) hours on a holiday call-in, he shall receive holiday pay, plus twice his rate of pay for all hours worked

**ARTICLE XIX**  
**Pension Plan**

All employees covered by this Agreement shall be entitled to participate in the Illinois Municipal Retirement Fund in the manner allowed by law.

**ARTICLE XX**  
**Insurance**

**Employees regularly scheduled to work thirty (30) or more hours a week shall have the same insurance coverage and benefits and make the same contributions as those provided under the collective bargaining agreement covering tenured certified staff. Insurance coverage will continue for employees on FMLA leave. Employees shall be responsible for their portion of the insurance premium. Unless otherwise required by law, employees on non-FMLA unpaid leave which extends beyond thirty (30) days will be responsible for the full Board and employee cost of insurance while on such non-FMLA leave.**

**ARTICLE XXI**  
**No-Strike Clause**

During the term of this Agreement there shall be no strikes, lockouts or picketing. Refusal of any employees to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.

**ARTICLE XXII**  
**Grievance Procedure**

**Section 1.** Should alleged violations of this Agreement arise between the employee/s and the Board, an earnest effort shall be made to settle all such matters immediately by free and open discussions. A meeting will be held between the employee/s, the Union Steward and an appropriate representative(s) of the School District in an attempt to settle the matter.

**Section 2. Step One:** If a satisfactory settlement is not reached during the informal step above, the Union steward shall present the grievance in writing to the Director/Supervisor of Buildings and Grounds and Human Resources within ten (10) working days of the incident from which the grievance arose. A meeting will be held with the Director/Supervisor of Buildings and Grounds and the Union to discuss the grievance. The Director/Supervisor of Buildings and Grounds shall submit a written response to the grievant and the Union within ten (10) working days.

**Section 3. Step Two:** If a satisfactory settlement is not reached at Step One of the grievance procedure, the Union, within ten (10) working days after receipt of the first step decision, may file at the next step of the grievance procedure. The Union present the matter in writing to the Superintendent or his/her designee stating the specific article or section of this Agreement alleged to have been violated whenever possible. A meeting will be held with the Union, Human Resources and the Superintendent or designee to discuss the grievance. The Superintendent shall submit a written response to the Union within ten (10) working days.

**Section 4. Step Three:** If the grievance is not resolved satisfactorily between the Union and the Superintendent, the Union may appeal in writing to the Board within ten (10) working days following receipt of the Superintendent's decision. The Board may hear the matter no later than thirty (30) days after receiving the written appeal and may render its written decision no later than (10) days thereafter.

**Section 5.** If the grievance is not resolved satisfactorily in Section 4, Step Three, above and the Union desires further appeal, the Union may appeal in writing to the Board within fifteen (15) working days thereafter requesting impartial binding arbitration. The parties shall request a list of arbitrators from the Federal Mediation and Conciliation Service, who are members of the National Academy of Arbitrators. The arbitrator's authority shall be specifically limited to an interpretation of a specific provision, or provisions of this Agreement as applied to the facts of the written grievance involved. The arbitrator shall have no power to alter, amend, modify, add to or subtract from the provisions of this Agreement. The decision of the arbitrator will be accepted as final by both parties and both will abide by it. The fees and expenses of the arbitrator shall be shared equally by the parties. All other fees, expenses, and costs shall be borne by the party incurring such.

**Section 6.** Unless by mutual agreement the time restrictions are waived, any grievance not appealed to the next step of the above procedure within the time limits set forth above, shall be deemed to have been withdrawn.

**Section 7.** An employee may request to be represented at any appeal hearings by the Union at the time the appeal is made.

**Section 8.** In all cases above, reference to "working days" shall mean those days in which the School District offices are open for normal business.

**ARTICLE XXIII**  
**Termination - Adjustments**

**Section 1.** This Agreement and all of the terms and provisions hereof, when signed by the authorized representatives of the Employer and the Business Manager of the Union and approved by the International President of the International Brotherhood of Electrical Workers, shall supersede any previous agreements. It shall take effect as of July 1, 2017 and shall remain in full force and effect until and through June 30, 2020. This Agreement shall continue in full force and effect from year to year thereafter unless changed or terminated in the manner as set forth and provided in the following Sections.

**Section 2.** Either party desiring to change or terminate this Agreement must notify the other party in writing at least sixty (60) days prior to June 30, 2020, or subsequent anniversary date, which notice shall set forth the nature or the proposed change and amendments.

**Section 3.** For the duration of this Agreement, the parties hereto waive further collective bargaining on all appropriate subjects of bargaining whether or not discussed during negotiations or mentioned herein; provided, however, such waiver shall not prevent the parties from reaching mutual understandings as to the application or interpretation of any provision of this Agreement, or amending this Agreement by mutual consent which shall be reduced to writing stating the effective date of the amendment, and be executed in the same manner and subject to the same approval as this Agreement.

**Section 4.** The parties further agree that the term of the prior June 1, 2013 to May 31, 2017 collective bargaining agreement shall be extended from May 31, 2017 to June 30, 2017.

**ARTICLE XXIV**  
**Training**

**Section 1.** The parties have agreed to allow all members covered under this Agreement the opportunity to take up to four (4) classes per year at the IBEW/NECA Technical Training Institute and to be reimbursed the cost of training from their employer upon successful completion.

**ARTICLE XXV**  
**Attendance Incentive**

**Section 1.** All employees having perfect attendance will receive a \$75.00 per quarter incentive bonus.

**Section 2.** To be eligible for this bonus, employees must not have called off from work within the semester. Vacation days will not be utilized against the employee in the determination of this incentive bonus. Incentive checks will be issued after each quarter.

**ARTICLE XXIV**  
**Longevity**

Longevity stipends shall be paid to eligible employees in the following increment:

<u>Years of Service</u>	<u>Longevity Stipend</u>
12-14 years of service	\$750.00 added to base salary on July 1 of each year
15 years and thereafter	\$1,250.00 added to base salary on July 1 of each year

Employees hired between July 1 and December 31 will be given a full year's service credit for the year. If hired after January 1, the six (6) months service credit will be lost.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 15th day of May, 2017.

**BOARD OF EDUCATION SCHOOL DISTRICT 89**

Veronica Bonilla-Lopez  
President Signature

Veronica Bonilla-Lopez  
President Name (print)

**LOCAL UNION NO. 134. INTERNATIONAL**  
**BROTHERHOOD OF ELECTRICAL WORKERS. AFL-CIO**

Donald Finn 5/15/17  
Donald Finn, Business Manager  
IBEW Local 134

Carole Pollitz 15. May. 2017  
Carole Pollitz, Business Representative

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this 15th day of May, 2017.

**BOARD OF EDUCATION SCHOOL DISTRICT 89**

Veronica Bonilla-Lopez  
President Signature

Veronica Bonilla-Lopez  
President Name (print)

**LOCAL UNION NO. 134, INTERNATIONAL  
BROTHERHOOD OF ELECTRICAL WORKERS, AFL-CIO**

Donald Finn 5/15/17  
Donald Finn, Business Manager  
IBEW Local 134

Carole Pollitz 15 May 2017  
Carole Pollitz, Business Representative

**APPROVED**  
INTERNATIONAL OFFICE - I.B.E.W.  
  
**May 24, 2017**  
  
Lonnie Stephenson, President  
This approval does not make the  
International a party to this agreement.