

**MAINTENANCE AGREEMENT**  
**June 5, 2017 to June 6, 2021**

**THIS AGREEMENT**, entered into between:

ELECTRICAL CONTRACTORS' ASSOCIATION

and the INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS Local Union No. 134, (AFL-CIO), hereinafter referred to as the "Union", cover 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 florescent 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 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.

**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 thirty (30) days 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 be 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 be 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 A Journeyman Wireman.** Group A Journeyman Wireman shall be the current hourly wage, as amended from time to time, between Electrical Contractors' Association of City of Chicago and Local Union No. 134, I.B.E.W.

**Section 2. Group B Maintenance Electricians**

For the period June 5, 2017 to and including June 3, 2018:

\$36.50 per hour

For the period June 4, 2018 to and including June 2, 2019:

\$1.73 \* To be allocated

For the period June 3, 2019 to and including May 31, 2020:

\$1.73 \* To be allocated

For the period June 1, 2020 to and including June 6, 2021:

\$1.73 \* To be allocated

**Section 3. Fixture Cleaners and Relampers (70%)**

For the period June 5, 2017 to and including June 3, 2018

\$25.55 per hour

For the period June 4, 2018 to and including June 2, 2019:

\*To be allocated

For the period June 3, 2019 and including May 31, 2020:

\*To be allocated

For the period June 1, 2020 and including June 6, 2021:

\*To be allocated

The Employer agrees that no Group B Maintenance Electrician shall be laid off or terminated for lack of work while the Employer continues to employ Fixture Cleaners and Relampers in the building, nor shall such employees perform duties normally performed by Maintenance Electricians covered by this Agreement.

**Section 4.** Rates of pay for apprentices will be established on the same basis as that is 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 5.** Employees designated as Foreman shall be paid a minimum of one dollar and twenty-five cents (\$1.25) per hour more than the regular rate of wages. Employees designated as General Foreman shall be paid a minimum of two dollars and thirty cents (\$2.30) per hour than the regular rate of wages.

## **ARTICLE IX**

### **National Electrical Benefit Fund**

It is agreed that in accord 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 this 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.

**ARTICLE XII**  
**Overtime - Call Ins**

**Section 1.** One and one-half (1-1/2) 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 (1 ½) 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 four (4) 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**

The 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**

Employees may be granted a leave of absence for thirty (30) days without pay for good cause. Such leaves of absence may be extended at the option of the Employer.

**ARTICLE XVII**  
**Vacations**

**Section 1.** Any employee who has been in the service of the Employer continuously for one (1) year shall be given an annual vacation of one (1) week with pay; any employee who has been in the service of the Employer continuously for two (2) years shall be entitled to an annual vacation of two (2) weeks with pay; any employee who has been in the service of the Employer continuously for eight (8) years shall be entitled to an annual vacation of three (3) weeks with pay; any employee who has been in the service of the Employer continuously for seventeen (17) years shall be entitled to an annual vacation of four (4) weeks with pay. An additional day's vacation shall be allowed an employee if his vacation period included one of the holidays mentioned in Article XVII 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.

**ARTICLE XVIII**  
**Holidays**

**Section 1.** The following days, or the days on which they are legally observed, shall be observed as holidays:

New Year's Day  
Washington's Birthday  
Memorial Day  
Fourth of July  
Labor Day  
Thanksgiving Day  
Christmas Day

Employee's Birthday or such other date mutually agreeable to the employee and the Employer.

Floating Holiday (on a day to be designated by the Employer to the individual employees; or on a date mutually agreeable to the Employer and individual employees.)

**Section 2.** Each employee shall be paid eight hours pay at his 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 in to work, will receive his holiday pay and be guaranteed a minimum of four (4) hours of work at twice his regular rate. 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 guaranteed eight (8) hours. An employee who is scheduled to work and works on any holiday shall be paid holiday pay and twice his regular rate for all hours worked. If an employee is scheduled to work on a holiday and fails to report for work, he shall receive no pay for such holiday, unless just cause is shown by the employee. Holiday pay shall be treated as eight (8) hours worked in computing weekly overtime.

## **ARTICLE XIX**

### **Pension Plan**

**Section 1.** Effective June 5, 2017, the Employer shall pay to the Electrical Insurance Trustees the sum of \$144.00 per week for a pension plan for permanent employees covered under this Agreement. This rate can change from time to time. Paid holidays and vacations shall constitute time worked for the purpose of this Section.

**Section 2.** The Pension Plan shall be administered by the Electrical Contractors' Association and Local No. 134, IBEW, Joint Pension Trust of Chicago. An Employer's contribution and payroll report, which the Electrical Insurance Trustees will furnish to the Employer, are due on the fifteenth day of the month ("Due Date") following the month in which work was performed. Payroll reports and contributions must be sent to one of the following addresses:

**Via United States Postal Service:**

Electrical Insurance Trustees  
75 Remittance Drive, Suite 1615

**Via Courier (everything except U.S.P.S.)**

The Northern Trust Company  
350 North Orleans

Chicago, IL 60675-1615

Receipt & Dispatch, 8<sup>th</sup> Floor  
Chicago, IL 60654

Attention: Electrical Insurance Trustees  
Suite 1615

The Employer agrees to be bound by and a party to the Agreement and Declaration of Trust creating the Electrical Contractors' and Local Union 134, IBEW, Joint Pension Trust of Chicago, as if said Employer had executed the said trust instrument, and agrees that the Employers' Association, which is a party to said trust instrument, shall designate the Employer Trustees under the terms and conditions provided for in said trust instrument, waiving all notices thereof and ratifying action taken by such trustees acting within the scope of their authority.

The Employer recognizes the necessity of making prompt Pension contributions to preserve the benefit standing of employees. If an Employer continues to be delinquent in making payments to the Pension Fund for a period of ten days after written notice of delinquency is given, the Union may strike the Employer to enforce such payments without regard to the no-strike clause in Article XXI or the grievance and arbitration procedure provided in Articles XXII and XXIII. In addition, if a contribution and payroll report are not received by the Due Date, they are delinquent. If the Due Date is a Saturday, Sunday or holiday, the contribution and payroll report must be received by the next business day. Contributions are not received until they are received at one of the above addresses. The postmark date on an envelope is not the receipt date. If only a part of the amount due is paid, the shortage is delinquent. Failure to pay the contribution by the Due Date will result in liquidated damages of one percent (1%), multiplied by the total amount due for each day late, up to ten percent (10%). If an Employer's delinquent payment is not received by the last day of the month ("Past Due Date") following the month in which work was performed, the Trustees will assess additional liquidated damages and interest as follows:

Liquidated damages at the rate described above, plus an additional five percent (5%) of the delinquent amount. If the delinquent payment is not received by the last day of the month following the Past Due Date, another five percent (5%) in liquidated damages will be assessed. Interest at the rate of one percent (1%) will be assessed for each month, or a part thereof, that a payment is late.

As soon as reasonably possible following the Past Due Date, the Trust office will notify the delinquent Employer that failure to pay the amount due will result in liability for additional liquidated damages, interest, attorneys' fees and costs, and jeopardizes coverage and eligibility for its Employees.

The delinquent Employer shall also be responsible for any loss by its employees of any Pension benefits resulting there from as well as reimbursement for any wages lost because of any strike action taken by the Union under this Article.



Section 3. The employer agrees to contribute \$7.32 per hour into Pension Plan #5 (defined contribution plan) effective June 5, 2017. The parties will determine any increase in contribution for June 2018.

## **ARTICLE XX Health and Welfare**

**Section 1.** It is agreed by the parties hereto that the health and welfare contributions to the Electrical Insurance Trustees will be allocated from any additional monies negotiated to the total wage and fringe package on an annual basis. Paid vacations and holidays shall constitute time worked for the purpose of this section.

**Section 2.** Payments to the Electrical Insurance Trustees shall be continued on employees when said employees are on a leave of absence up to a period of thirty (30) days, or beyond that period for special reasons agreed to by the employer and the Union. Thereafter, payment should be made for and on behalf of the temporary, extra or substitute employee, but in no event shall payments be made for both the permanent employee and the temporary, extra or substitute employee.

The contributions shall be paid monthly and reported on forms the Electrical Insurance Trustees will furnish to the Employer. The Employer agrees to be bound by and a party to the Agreement and Declaration of Trust creating the Electrical Insurance Trustees as if said Employer had executed the said trust instrument, and agrees that the employers' association, which is a party to said trust instrument, shall designate the Employer trustees under the terms and conditions provided for in said trust instrument, waiving all notice thereof and ratifying action taken by such trustees acting within the scope of their authority.

**Section 3.** The Employer recognizes the necessity of making prompt Health and Welfare contributions to preserve the benefit standing of employees.

The Employer recognizes the necessity of making prompt Health and Welfare contributions to preserve the benefit standing of employees. If an Employer continues to be delinquent in making payments to the Health and Welfare Fund for a period of ten days after written notice of delinquency is given, the Union may strike the Employer to enforce such payments without regard to the no-strike clause in Article XXI or the grievance and arbitration procedure provided in Articles XXII and XXIII. In addition, if a contribution and payroll report are not received by the Due Date, they are delinquent. If the Due Date is a Saturday, Sunday or holiday, the contribution and payroll report must be received by the next business day. Contributions are not received until they are received at one of the above addresses. The postmark date on an envelope is not the receipt date. If only a part of the amount due is paid, the shortage is delinquent. Failure to pay the contribution by the Due Date will result in liquidated damages of one percent (1%), multiplied by the total amount due for each day late, up to ten percent (10%). If an Employer's delinquent payment is not received by the last day of the month ("Past Due

Date”) following the month in which work was performed, the Trustees will assess additional liquidated damages and interest as follows:

Liquidated damages at the rate described above, plus an additional five percent (5%) of the delinquent amount. If the delinquent payment is not received by the last day of the month following the Past Due Date, another five percent (5%) in liquidated damages will be assessed. Interest at the rate of one percent (1%) will be assessed for each month, or a part thereof, that a payment is late.

As soon as reasonably possible following the Past Due Date, the Trust office will notify the delinquent Employer that failure to pay the amount due will result in liability for additional liquidated damages, interest, attorneys’ fees and costs, and jeopardizes coverage and eligibility for its Employees.

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

**Section 1.** During this 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.** Whenever any grievance, dispute or controversy arises as to the interpretation, application or performance of any provisions of the Agreement, an earnest effort will be made by all parties affected to achieve a fair and prompt adjustment of such grievance, and there shall be no suspension of work. To facilitate prompt and effective handling of grievances, the following procedures shall be followed.

**Step 1.** The aggrieved employee will discuss the grievance with this immediate supervisor. A Union representative may be present if the employee so desires.

**Step 2.** If no satisfactory adjustment is reached in Step 1, Union Representatives will meet with the superintendent and/or President and the aggrieved employee (if any) in an effort to effect settlement.

They will meet promptly in an effort to settle it. Grievances shall be presented in Step 1 within three (3) working days after they arise. Step 2 must be invoked within three (3) working days after the supervisor's decision in Step 1. In the event the Union or the Employer invokes this grievance procedure, it shall begin at Step 2. The Union may invoke Step 2 by notifying the Employer in writing. Any grievance, which has not moved to the next step within the prescribed period, shall be deemed settled at the preceding step, but this provision shall not preclude the Employer and the Union from

meeting periodically in an effort to maintain harmonious administration of this Agreement.

## **ARTICLE XXIII**

### **Arbitration**

**Section 1.** If a grievance is not resolved to the satisfaction of the Union or Employer in Step 2, arbitration procedure may be commenced by either party giving written notice to the other that the grievance shall be submitted to an impartial arbitrator for decision. Whenever such notice is given, the Employer and the Union will join in a letter requesting Federal Mediation and Conciliation Service to submit a panel of five (5) impartial persons who are able and willing to serve as arbitrator in Chicago Illinois. Once the list is received from FMCS, the arbitrator shall be chosen by first the Union and then the Employer striking two names from the list, with the fifth or remaining name thereby being selected as the arbitrator.

**Section 2.** Once selected, the arbitrator will hold an arbitration hearing in Chicago, Illinois, at which a shorthand reporter will make a full transcript of the proceedings. The Union and the Employer will each bear its own costs in presentation of the evidence, but the expense of transcript and the fees of the arbitrator will be shared equally by the Employer and the Union.

**Section 3.** The arbitrator will deliver to the Union and the Employer a written decision resolving the grievance, but he shall have no power to add to, subtract from otherwise modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding upon the Employer, the employees and the Union.

## **ARTICLE XXIV**

### **Wage and Fringe Benefit Performance Bond**

**Section 1.** The Employer shall furnish two (2) bonds, each with corporate surety, one to guarantee the payment of wages with the Union as "obligee" and the other to guarantee the payment of fringe benefit contributions with the Electrical Insurance Trustees as "obligee." The wage bond shall be on a standard form provided by the Union; the fringe benefit bond shall be on a standard bond form provided by the Electrical Insurance Trustees. The penal sum for contributions payable to the Electrical Insurance Trustees, exclusive of contributions payable to the Defined Contribution Pension Plan shall be \$25,000; the bond shall provide for unlimited contributions to the Defined Benefit Pension Plan. The penal sum for contributions to the National Electrical Benefit Fund shall be \$2,000. The wage bond shall provide for full payment of wages for each employee. There shall be no deductible on either bond.

**Section 2.** The Union is authorized to reject any wage bond it deems substandard. The Electrical Insurance Trustees are authorized to reject any fringe benefit bond they deem substandard.

**Section 3.** The bond shall further provide that it may not be terminated without thirty days (30) written notice to the Union and the Employer.

**ARTICLE XXV**  
**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 June 5, 2017 and shall remain in full force and effect until and through June 6, 2021. 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 6, 2021 or subsequent anniversary date, which notice shall set forth the nature of the proposed changes 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.

**ARTICLE XXVI**  
**Separability Clause**

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction, such provisions shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

**ARTICLE XXVII**  
**Training**

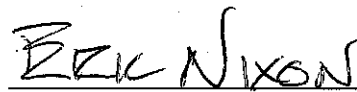
The parties have agreed to allow all members covered under this agreement the opportunity to take up to four classes per year at the IBEW/NECA Technical Training Institute and to reimburse the cost of training from their employer upon successful completion.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of this 8TH day of FEB, 2018.


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Company Name: ELECTRICAL CONTRACTORS' ASSOCIATION

  
\_\_\_\_\_  
President Signature

  
\_\_\_\_\_  
President Name (Print)

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

 8 Feb 2018  
\_\_\_\_\_  
Business Representative

 Feb 7/18  
\_\_\_\_\_  
Business Manager

Maint. 6-17