

**AGREEMENT BETWEEN**

**THE OFFICE OF THE ILLINOIS SECRETARY OF STATE**

**AND**

**THE PREVAILING WAGE RATE UNIONS, REPRESENTING**

International Union of Bricklayers and Allied Craftsmen,  
Local No. 8

United Brotherhood of Carpenters and Joiners of America;  
Tile, Marble & Terrazzo Contractors of Central Illinois and Tile, Marble & Terrazzo  
Finishers and Shopmen International Union,  
Local No. 16

Operative Plasterers And Cement Masons International Association Of The United  
States & Canada,  
Local No. 18

International Brotherhood of Electrical Workers,  
Local No. 193

International Brotherhood of Electrical Workers,  
Local No. 134

Laborers International Union of North America,  
Local No. 477

Laborers International Union of North America,  
Local No. 1092

International Brotherhood of Painters & Allied Trades and The Painting & Decorating  
Contractors Association, Local No. 90

United Association of Journeymen & Apprentices of The Plumbing and Piping Industry  
Of The United States & Canada, Plumbers, Steamfitters & Refrigeration Fitters, Local  
No. 137

Sheet Metal Workers International Association, Local 218-S

Carpenters Local No. 16

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## ARTICLE 1 – RECOGNITION

- 1.1 The Office of the Illinois Secretary of State, hereinafter referred to as the Employer, recognizes the Unions as sole and exclusive bargaining agents in all matters pertaining to wages, hours, and working conditions for prevailing rate employees that the Unions have historically represented.
- 1.2 Work jurisdictions, which have traditionally and historically been assigned to the respective craft units, shall continue to be assigned to the respective crafts.
- 1.3 The Secretary of State, in accordance with the Rules of the Department of Personnel, Section 420.210, as amended, shall maintain and fill positions utilizing uniform position classifications based on duties and responsibilities assigned. Class specifications are developed by the Department of Personnel and submitted to the Secretary of State Merit Commission for approval. Class specifications for positions covered under this Agreement reflect requirements equivalent to qualifications for completing apprenticeship programs for the appropriate trade/craft unit while maintaining the overall uniform position classification system. Each Local Union Signatory to this Agreement shall notify the Department of Personnel when changes to apprenticeship programs are sufficient to justify review of the class requirements for qualification.

The Secretary of State will provide notice to the appropriate Local Union Signatory when positions are to be filled within their unit.

- 1.4 The Secretary of State agrees to abide by appropriate Master Agreements relating to the filling of foreman and general foreman positions when the required number of members are employed within the trade/craft unit. These positions will be filled in accordance with Department of Personnel Rules. If the number of trade/craft unit employees falls below the appropriate number outlined in the Master Agreement, the foreman and general foreman will be placed in the appropriate lower level position.

## ARTICLE 2 – HOURLY WAGE RATES

- 2.1 Copies of signed Agreements between contractors or other employers and organized employee groups shall be certified to the Illinois State Department of Labor by the International Representatives of the respective Unions, and shall be considered adequate proof of the prevailing rate of wages to be paid, minus the per hour costs of fringe benefits so designated by the Agreement in keeping with the past practice.
- 2.2 The effective date of changes in wage rates shall not be earlier than the first day of the quarter following receipt of certification on which proof of the wage rates, as above provided, is filed in the Office of the Department of Labor.

### ARTICLE 3 – OVERTIME

- 3.1 The normal work day shall consist of eight (8) working hours in an eight (8) hour consecutive period, exclusive of a one-half (1/2) hour lunch period with core hours of work between 7:00 a.m. and 5:00 p.m. Forty (40) hours shall constitute the workweek for all employees. All overtime work performed outside of the regularly assigned hours, with the exception of Section 3.2, shall be compensated at a rate of one and one-half (1.5) the overtime hours worked, in either cash or compensatory time. The Employee may request the method of compensation, but the Employer shall determine the method of compensation.
- 3.2 With the exception of employees working a rotation shift, all overtime work on Sundays shall be compensated at a rate of two (2) times the overtime hours worked, in either cash or compensatory time, The Employee may request the method of compensation, however, the Employer shall determine the method of compensation.
- 3.3 As outlined in the “Fair Labor Standards Act”, accumulated compensatory time shall not exceed two hundred forty (240) hours per employee for this bargaining unit. Any overtime earned over the two hundred forty (240) hour limit must be paid in cash within three (3) pay periods.
- 3.4 Employees are encouraged to use accrued overtime within the next quarter of when it was earned. The employer will review accumulated overtime near the end of each fiscal year and determine if budget constraints allow for accumulated overtime to be paid in cash.

### ARTICLE 4 – HOLIDAYS AND HOLIDAY PAY

- 4.1 Employees covered by this Agreement shall have time off, with full salary payment (pro-ration for intermittent/permanent part-time employees), on the following holidays or other such additional days as designated by the Secretary of State or the Governor of Illinois:

New Year’s Day  
Martin Luther King’s Birthday Observance  
Lincoln’s Birthday Observance  
Washington’s Birthday Observance  
Memorial Day Observance  
Independence Day  
Labor Day  
Columbus Day Observance  
Veteran’s Day Observance  
Thanksgiving Day  
The day after Thanksgiving Day  
Christmas Eve Observance  
Christmas Day  
General Election Day (on which Members of the Illinois House of Representatives are elected)

- 4.2 Whenever possible, employees shall be given the normal scheduled state paid holidays off. For work assigned and performed on a state paid holiday, an employee shall be paid the regular hourly rate and be credited with two times the hours worked as holiday time off. For a holiday that falls on an employee's regularly scheduled day off, an employee shall receive one (1) day equal to a regular workday of holiday time off.

Except where reserved below, all employees in these bargaining units shall be released from scheduled work without loss of pay on December 24<sup>th</sup> when it falls on an employee's regularly scheduled work day.

- 4.3 The office reserves the right to schedule essential employees to work on **December 24<sup>th</sup>** with the following provisos:
- A. Employees shall earn pay at their normal rate with no bonus time except that earned by working in excess of their normal schedule; and
  - B. Employees required to work shall receive credit toward like time off without loss of pay to be scheduled at the mutual convenience of the employee and the supervisor but not later than March 31<sup>st</sup> of the year following.

## **ARTICLE 5 – BENEFITS**

Sick leave, vacation and all other fringe benefits shall be granted under the same standards as applicable to other State employees covered by the Rules of the Employer.

## **ARTICLE 6 – WORKERS' COMPENSATION**

- 6.1 The Office of the Secretary of State will not contest nor appeal any workers' compensation claim made by any craft union member who is employed by contract with this office. This agreement not to contest or appeal such claims extends only to the issue of the craft union member's status as an independent contractor as stated in the employment contract. All other issues may be contested based upon the law and the facts applicable to the particular claim.
- 6.2 Furthermore, the Department of Personnel, within the Office of the Secretary of State, shall forward all workers' compensation claims made by craft union employees to the Office of Risk Management, within the Office of Central Management Services, pursuant to the Secretary of State's normal guidelines for employees.

## **ARTICLE 7 - DISCIPLINE**

- 7.1 **ISSUANCE.** The Secretary agrees with the tenets of progressive corrective discipline. Such actions shall be done in accordance with the policies and rules of the office, as amended. Discipline shall normally progress as follows:
- 1) 1st Written Warning
  - 2) 2nd Written Warning
  - 3) Suspension
  - 4) Discharge

However, the seriousness of a given offense shall determine the appropriate disciplinary action or measure imposed.

Suspensions normally progress from 3-days, 8-days, and 18-days based upon the severity of the infraction.

Discipline is subject to normal grievance procedures.

- 7.2 REMOVAL.** Any notations of written warnings imposed for tardiness or absenteeism shall be removed from an employee's official record if, from the date of the last warning, one (1) year passes without the employee receiving an additional warning or discipline for any offense. Any notations of written warnings for other causes shall be removed from the employee's record based on the above criteria after two (2) years. Any suspensions of three (3) days or less, imposed for tardiness or absenteeism, shall be removed from an employee's official record if, from the date of the last disciplinary action, two (2) years pass without another disciplinary action. Such removals shall only be done at the written request of the employee. Any written warning which could have been removed pursuant to the guidelines above yet remaining in an employee's file shall not be used for continued progressive discipline.

No disciplinary action taken for harassment or discrimination shall be removed from an employee's official record.

## **ARTICLE 8 – GRIEVANCE PROCEDURE AND ARBITRATION**

### **8.1 DEFINITION OF GRIEVANCE**

A grievance is defined as any complaint or dispute between Employer and a Union or employee regarding the application or interpretation of this Agreement, including wages, hours of work, disciplinary action and discharge.

- 8.2** Grievances may be processed by the Union on behalf of itself, any employee or group of employees, or by the aggrieved employee. An employee is entitled to Union representation at each step of the grievance procedure.

- 8.3** Before a formal grievance is filed, the aggrieved employee should attempt to resolve the grievance by discussing it with his/her immediate supervisor.

### **8.4 GRIEVANCE STEPS**

#### **Step 1 -- Immediate Supervisor:**

The employee and/ or Union shall present a written grievance to the employee's supervisor who is outside of the bargaining unit.

The written grievance shall be on a Department of Personnel form and shall contain a statement of the complaint, the date of the alleged violation and the specific relief sought. The form shall be signed and dated by the grievant. All written grievances must be presented not later than five (5) working days from the date

the grievant becomes aware of the occurrence giving rise to the complaint. The immediate supervisor shall respond in writing, to the grievant, within five (5) working days from the date the grievance was filed.

**Step 2 – Department Director:**

In the event the grievance is not resolved at Step 1, it shall be presented in writing by the grievant, or the Union, to the Department Director within five (5) working days after the Step 1 answer, or date such answer was due, whichever is earliest. Within five (5) working days of its receipt, the Department Director may discuss the grievance with the Union, and shall render a written answer within five (5) working days thereafter to the grievant and the Union.

**Step 3 – Director of Personnel:**

If the grievance is still unresolved, it shall be presented by the Union or the grievant, to the Director of Personnel, in writing, within five (5) working days after receipt of the Step 2 response, or date it was due, whichever is earliest. Within five (5) working days after such presentation, the parties may meet, at the Union's request, and attempt to solve the grievance. The Director of Personnel shall issue a written response within ten (10) working days following the meeting, or within (15) working days of receipt of the grievance should no meeting be held, to the grievant and the Union.

**Step 4 – Arbitration:**

If the matter remains unresolved at Step 3, only the Union, by written notice to the Employer, within ten (10) working days after the Step 3 answer, or date it was due, may appeal the grievance to arbitration.

Once a grievance is appealed to arbitration, representatives from the Employer and the Union shall meet to mutually select an arbitrator from a list of agreed-to arbitrators. If unable to agree on an arbitrator at the meeting above, the parties shall request either a list of arbitrators from the Illinois State Labor Relations Board, or if mutually agreed upon, an arbitrator from the Illinois Department of Labor. Either party may reject a maximum of one panel of arbitrators from the Labor Board but must do so prior to any striking of names taking place. The parties shall alternately strike the names of arbitrators until one is left. A coin toss shall determine who strikes the first name. The person whose name remains shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union, requesting that he/she set a time and place for the hearing subject to the availability of the Employer and Union representatives. If there is a mutually agreed upon statement of the issues(s), the arbitrator shall also be notified of such in the same joint letter of above. The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and Employees. The arbitrator shall neither amend, modify, nullify, ignore, add, or subtract from the provisions of this Agreement and shall render a decision within thirty (30) days after hearing said case.

## 8.5 TIME LIMITS

- A) Grievances may be withdrawn at any step of the grievance procedure with prejudice.
- B) Grievances not appealed within the limits at any step will be treated as withdrawn grievances.
- C) The time limits at any step, or for any hearing, may be extended by mutual agreement of the parties involved at that step.
- D) The Employer's failure to respond within the time limits shall not result in a finding in favor of the grievant, but shall automatically advance the grievance to the next step. This automatic advancement shall not apply to arbitration.

## 8.6 WITNESSES AND INFORMATION

- A) The Union may request the production of specific documents, books, papers, or witnesses reasonably available from the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted, shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials.
- B) The expenses and fees of the arbitrator shall be shared equally by the Employer and the Union.
- C) The expenses of non-employees shall be borne by the party requesting that person to be a witness.
- D) Employees shall be allowed to be witnesses without loss of pay, but the party requesting said employee-witness shall bear any additional expenses involved. Any employee-witness' time away from work shall be limited to travel to and from the hearing and the actual time spent at the hearing.
- E) Either party may request and have the arbitration hearing transcribed at its own expense. If a party is going to have the hearing transcribed, it shall notify the other party of that transcription at least twenty-four (24) hours in advance of the hearing of the intent to do so. If the non-requesting party desires access to the transcript, it shall be required to share equally in the cost of the transcript.

## 8.7 LIMITATIONS

- A) No grievance that is filed on behalf of an individual employee during the first six (6) months of the employee's employment in the Office of the Secretary of State shall be subject to the arbitration provisions of this agreement.
- B) No grievance shall be arbitrated if that same complaint is the subject of an appeal in any other forum.



- C) No grievance regarding an oral or written warning shall be subject to the arbitration provisions of this agreement.

## **ARTICLE 9 – NO STRIKE OR LOCKOUT**

During the term of this Agreement, there shall be no strikes, lockouts, work stoppages, slow downs or any other forms of concerted job action, and any employee engaged in such concerted job actions shall be subject to discipline.

## **ARTICLE 10 – CALL BACK**

An employee called back to work outside of his/her regularly scheduled shift or in his/her scheduled days off shall be paid a minimum of two (2) hours pay at the applicable rate.

## **ARTICLE 11 – FAIR SHARE**

Bargaining units having over 50% union membership, effective January 1, 1994, shall be subject to the provisions of Fair Share, which shall apply to all bargaining unit members as provided in P.A. 83-1012 as amended. Such Fair Share provision shall be administered in similar fashion as other state Unions having Fair Share agreements.

## **ARTICLE 12 – AGREEMENT QUALIFICATION**

- 12.1 Each Union, party to this Agreement is recognized as the exclusive bargaining agent for the unit or units it currently represents without regard to the bargaining unit or units represented by other Unions.
- 12.2 It is understood that should any provision of this Agreement be found to conflict with any law of the State of Illinois, such provision is to be considered null and void, and the remainder of the Agreement shall continue in force and effect.

## **ARTICLE 13 – EMPLOYEE TEMPORARY ASSIGNMENTS**

- 13.1 Employees shall not be temporarily assigned from one local union jurisdiction to another for the purpose of performing their normal work, except for deliveries, unless the Local Union signatory to this Agreement and the Local Union having jurisdiction are notified of the move.

Employees temporarily assigned, in accordance with this article, shall be given at least seven- (7) days advance notice.

- 13.2 The Employer reserves the right to temporarily assign an Employee to a vacant position covered by the same craft unit, or to other duties within the same craft unit, as a result of a special project or emergency situation. While fulfilling the duties of the temporary assignment, the Employee shall receive the higher rate of pay of either the Employee's current classification, or the vacancy duties, whichever is greater.

## ARTICLE 14 – UNION REPRESENTATIVES

- 14.1 The Business Manager of each respective Union will be permitted to visit all sites where his/her members are employed, after securing the approval of the Employer, so as not to interfere with operations, and subject to security regulations.
- 14.2 Unions will advise the Employer, in writing, of the names of the Business Managers and Stewards, their areas or representation, and shall notify the Employer promptly of any changes.
- 14.3 Stewards shall be allowed a reasonable amount of time, within the discretion of the Employer, to attend to their union duties. Under no circumstances, shall the Stewards to be discriminated against for the performance of their union duties.

## ARTICLE 15 - LAYOFF AND RECALL

### 15.1 Layoff Procedure:

- A) Layoffs shall be within organizational units justified by operations and approved prior to the layoff by the Director of Personnel.
- B) A proposed layoff is subject to the approval of the Department of Personnel before becoming effective.
- C) The Director of Personnel may disapprove or modify any layoff plan which results in a disproportionate impact on any protected class as defined by federal civil rights laws, judicial decisions and the Illinois Human Rights Act within the layoff unit.

### 15.2 Order of Layoff:

- A) The following order shall be observed in making layoffs:
- 1) No Union employee may be laid off until all temporary, emergency, provisional and exempt employees in the same class and organizational unit are terminated;
  - 2) No Union employee may be laid off until all probationary Union employees in the same class and organizational unit are terminated.
- B) In accordance with the layoff plan submitted and approved by the Director of Personnel, consideration shall be given to skills performed by an individual employee, performance records, and continuous service within the employee's position classification. For purposes of this subsection, "continuous service" is the uninterrupted period of service from the date of original appointment to state service.

### 15.3 Effective Date of Layoff:

Unless extraordinary operating conditions or events are specified in the proposed layoff plan, no layoff shall be effective until ten (10) working days after the Director of Personnel's approval of the layoff plan.

### 15.4 Recall:

- A) Bargaining unit employees, in the classifications, shall have recall rights to the position classification from which they have been laid off, if a vacancy exists, for a period of eighteen (18) months, from the effective date of the layoff. The Employer shall maintain a recall list, by position classification, of all employees eligible for recall. The Employer shall provide the Union with a copy of such list.
- B) Employees on a recall list shall retain all years of service with the Employer and be reinstated at the time of recall with credit and retention of all prior seniority accrued, within the classification, to which the employee is recalled.
- C) Notice of recall shall be by Certified Mail to the employee's last address on file with the Employer. It shall be the employee's responsibility to keep the Department of Personnel informed, in writing, of his/her accurate residential address. The employee shall have five (5) calendar days after receipt of such notice of recall to notify the Employer in writing of his/her intent to return to work on the date stated in the recall notice.
- D) The employee shall be dropped from the recall list, forfeit all recall rights, and his/her records will be closed with the Employer for any of the following reasons:
  - 1) the employee refuses the offer of recall,
  - 2) the employee fails to notify the Employer within the time specified herein,
  - 3) the letter of recall is returned to the Employer, or
  - 4) after acceptance of recall, the employee fails to be available for work within three (3) days.

## ARTICLE 16 - UNIFORMS

The Employer shall continue to furnish uniforms to designated employee groups. The Employer retains the option of providing uniforms to additional employees as it sees a need and if the necessary funds are available. If a uniform is deemed by an employee to require replacement, then the employee shall submit a replacement request to the immediate supervisor. If the immediate supervisor agrees that the uniform warrants replacement, their recommendation shall be forwarded to the Division Chief along with the uniform to be replaced. When replacement uniforms are provided, the old uniforms must be forfeited.

The Division Chief shall then forward a recommendation to the Director of the employing department. The Director shall request replacement from Budget and Fiscal if appropriate. If funds are immediately available, the Director of Budget and Fiscal shall authorize purchase of the new uniform. If funds are not immediately available, the uniform shall be purchased from next available funds. Issued uniforms may only be worn at work or when traveling directly to

and from work. Employees are responsible for keeping uniforms clean and presentable in order to maintain a respectable appearance while at work.

#### **ARTICLE 17 – EVALUATIONS**

All employees governed by this collective bargaining agreement shall be evaluated in the month of the employee's anniversary date. The evaluation shall be conducted on a form prescribed by the Employer's Department of Personnel. Employees shall be evaluated by their direct supervisors, e.g., Foreman and General Foreman. However, the procedures for evaluations as set forth by the Employer shall be followed, including that all evaluations will be reviewed and approved by the next supervisor in line and the Director (or designee) prior to submission of the evaluation to the employee.

#### **ARTICLE 18 – DURATION OF AGREEMENT**

This Agreement shall be effective beginning January 1, 2010, and shall continue in full force and effect through June 30, 2015. This Agreement shall continue to remain in effect after the expiration date, from year to year, until either party desires a change. In the event a change is desired, written notice shall be given to the other party, at least sixty (60) days prior to June 30, 2015, or thereafter.

Signed this 26<sup>th</sup> day of September, 2011

The undersigned parties do hereby agree to the attached document known as "Agreement between the Secretary of State of Illinois and Prevailing Wage Unions" under which the Office of the Secretary of State recognizes those Unions whose wages and basic conditions of employment are set by the Illinois Department of Labor.

For the Office of the Illinois Secretary of State:

Jesse White

For the respective Prevailing Wage Rate Unions:

Dan McCall  
Bricklayers, Local No. 8

Mark Winkler  
Cement Masons/Plasters, Local No. 18

John Baker  
Electrical Workers, Local No. 193

Michael J. Magunt  
Electrical Workers, Local No. 134

Alb Lank  
Painters, Local No. 90

Paul E. Hayes  
Sheet Metal Workers, Local No. 218-S

Jeff Bennett  
Carpenters, Local No. 16

Mark Winkler  
Operative Plasterers/Masons, Local No. 18

Paul J. [Signature]  
Laborers, Local No. 477

Carl James  
Laborers, Local No. 1092

Rich Stearns Jr.  
Plumbers & Steamfitters, Local No. 137

Jeff Bennett  
Tile Setters, Local No. 16