

November 16, 2017

COLLECTIVE BARGAINING AGREEMENT BETWEEN
JULIE, INC.
AND
LOCAL UNION 21
ELECTRICAL WORKERS (IBEW)
AFL-CIO

Preamble

This Agreement is made by and between the JULIE, Inc. (hereinafter called the “Company” and Local 21 of the International Brotherhood of Electrical Workers (hereinafter called the “Union”). This Agreement shall be binding upon the parties and their respective successors and assigns. The parties hereto agreed with each other as follows:

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ARTICLE 1

Representation and Recognition

Section 1. The Company recognizes the workers' right to organize for purposes of collective bargaining, with the Union as the exclusive bargaining agent for those employees of the Company whose occupations are currently represented by the Union and whose titles and classifications are included in Exhibit A, attached hereto and made a part hereof.

Section 2. As used in this Agreement the categories of employees are defined as follows:

- (a) Regular employees are full-time employees who are regularly scheduled to work forty (40) hours per week.
- (b) Part-time employees are employees who are regularly scheduled to work not less than seventeen and one-half (17.5) hours per week, but not more than thirty (30) hours per week, after completion of his/her training period. The Company may employ part-time employees at a ratio of not more than fifteen (15%) percent of the regular call center operator employee hours in any work week.
- (c) Peak-time employees are employees who are scheduled to work up to 40 hours per week, but not more than one hundred (100) days per calendar year between the months of March through October, after completion of his/her training period. The Company will actively employ no more than 25 peak time employees at any time during a calendar year. The Company may employ up to 10 (of the 25 allowed) peak-time employees during a calendar year for up to one hundred-fifty (150) days between the months of March and October.
- (d) Movement from part-time status shall be made on a seniority basis.

Section 3. In all cases in this Agreement, a probationary employee is defined as a newly-hired employee who has not completed ninety (90) days of service with the Company.

ARTICLE 2

Union-Company Relationship

Section 1. The management of the Company and the direction of the working forces covered herein, including the right to hire, suspend or discharge for just cause, promote, demote, transfer and layoff because of lack of work or for other proper reasons, are vested in the Company, except as otherwise specifically provided in this Agreement.

Section 2. The Company recognizes authorized representatives of the Union as the agents of the workers and their Union.

- Section 3. There shall be no discrimination, interference, restraint or coercion, by the Company or any of its agents, against any employee because of his/her membership in the Union or because of any lawful activities on behalf of the Union.
- Section 4. The Union or its agents will not solicit members, engage in organization work, or any other Union activities, during the working time of employees, except as provided in Articles 22, 23, and 24 of this Agreement.
- Section 5. Neither the Company nor the Union, through their officers, members, representatives, agents, or committees, shall engage in any activity of any kind for the purpose of defeating or evading the terms of this Agreement.
- Section 6. Posting of official Union notices on Company property shall be permitted and defined space shall be allotted for this purpose.

ARTICLE 3

Non-Discrimination

- Section 1. In the interest of cooperation and harmonious relations, the Company and the Union agree that neither the Company or Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, national origin, sex, age, disability, sexual orientation, marital status, or status as a special disabled veteran or veteran of the Vietnam or Gulf War or other protected classification recognized by applicable Federal, State or local law.
- Section 2. Wherever occupational titles in the Agreement indicate the masculine or feminine form, the titles are intended to include all employees without regard to gender.

ARTICLE 4

Union Security

- Section 1. All employees now or hereafter covered by this Agreement shall as a condition of employment hereunder be required to satisfy his or her obligations under this clause either by joining the Union or by fulfilling his or her financial obligations to the Union on the thirtieth (30th) calendar day following the beginning of such employment or the date of execution of the Agreement, whichever is later, and thereafter to tender to the Union applicable monthly dues and initiation fees, as required.

The Company agrees there shall be no lock-out of members of the Union. The Union, its membership, individually and collectively, agrees that there shall be no strike, or other interruption of work, it being the desire of all parties to provide an uninterrupted service to the public.

- Section 2. JULIE will provide for payroll deduction of Union dues.

Section 3. The Company and Union agree that the Union will be given the opportunity to meet with newly-hired employees as part of the overall orientation process for the purpose of furnishing them with information about the Union. The Union's segment of this process will be limited to a maximum of thirty (30) minutes during a scheduled work shift.

Section 4. The Company shall provide to the Union a unit activity report of current active bargaining unit members that will list terminations. This report shall be provided monthly, and to help keep the Union in compliance with its Duty of Fair Representation, will provide the reason for termination of employment.

ARTICLE 5

Payroll Deduction of Union Dues

Membership dues and initiation fees (which terms do not include assessments, fines, reinstatement fees, and similar payments), in fixed authorized amounts uniformly required for membership, will be deducted from payroll checks payable to employees on the first two (2) pay periods of each month. The amount to be deducted for initiation fees in any one month shall not exceed twenty-five dollars (\$25.00). Deductions for an initiation fee of more than twenty-five dollars (\$25.00) will continue each succeeding month until the full amount is paid. The Company will send to the Financial Secretary of the Union within ten (10) working days following the deductions, a check or checks covering said deductions, together with an alphabetical list (showing name, company clock number and amount deducted) of employees for whom membership dues and initiation fees were deducted; and the names of any employees who have quit, been discharged, or otherwise terminated, or who have been hired since the prior pay period deduction was made. Membership dues and initiation fees shall be deducted in accordance with the employee's authorization. A deduction authorization will be executed to include the first month and initiation fees as soon as the employee attains a full schedule for a pay period of two weeks. It is understood and agreed that if because of insufficient earnings of an employee paid the first two (2) pay periods of the month, the full amount due for such month is not deducted, the Company will attempt deductions from each successive payroll check until the amount to be deducted for said month shall have been deducted. The Union agrees that it will only request clarification from the Company regarding any list, deduction, failure to deduct, deduction authorization or employee status after the Union has taken the matter up with the individual employee. Any request for clarification from the Company shall be subject to cancellation by: (1) written order of the employee to the Manager of the Company, (2) transfer or promotion of the employee out of the unit, (3) leave of absence of thirty (30) calendar days or more, layoff, resignation, retirement or termination, and (4) change in legal requirement of valid deduction authorizations.

A new deduction authorization shall be required to again commence deduction of membership dues or initiation fee payments for any employee whose authorization has been cancelled as a result of any of the said causes. If any of said causes for cancellation of deduction authorization shall occur within fifteen (15) calendar days prior to a scheduled deduction date, cancellation of a deduction authorization will be deemed effective on the first day of the month following such scheduled deduction date and the question of whether such dues or initiation fee payment were owed by the employee to the Union shall be settled directly between the employee and the

Union. Deductions required by law, amounts payable to the Company, deductions for insurance, and deductions pursuant to valid assignment authorizations, shall take precedence over deduction of membership dues and initiation fee payments if the payroll check is insufficient to cover all thereof.

The Union will indemnify and hold the Company harmless against any and all claims, demands or other forms of liability which may arise out of, or by reason of action taken or not taken by the Company in reliance upon the check-off authorization forms submitted to it in accordance with the provisions of this Section.

ARTICLE 6

Promotions and Temporary Assignments

Promotions

- Section 1. A job classification shall be “higher” when it carries a higher basic wage schedule maximum. “Promotion” shall mean advancement to a higher job classification, like Call Center Operator to Call Center Chief Operator.
- Section 2. In case of all promotions or any temporary assignments, satisfactory work record is defined as no upheld disciplinary suspensions within the last eighteen (18) months
- In case of promotion, or any temporary assignments, for department positions outside the Call Center, the Company will advance the most qualified employee with a satisfactory work record. When qualifications are equal, seniority will determine.
- Section 2a. Candidates should have a thorough understanding of Call Center operations. In addition, Chief Operator candidates should be active as a Back-up Chief Operator.
- Section 2b. In the event that the only candidates available for open positions are not at the top rate of pay in their current position, candidates can be considered who are still in wage progression by order of seniority. Such candidates will be moved into the top rate of pay of the new position they are assigned to.
- Section 3. Consideration will be given first to all regular full-time employees, and then part-time employees, until an employee is found to fill the job.
- Section 4. If no qualified employee is available within the bargaining unit for a vacancy as a result of the bidding procedure, then the Company will offer a transfer to the most senior qualified employee outside the work force or hire someone to fill such job.
- Section 5. Employees who do not make application within the period of posting shall have no grievance.
- Section 6. An employee passed up for promotion or transfer will, upon written inquiry,

within ten (10) working days, be informed in writing by the Company of the reason why s/he was not promoted or transferred.

Section 7. All job openings will be posted for a period of fifteen (15) working days and made available for employee review.

Section 8. An employee who is promoted shall be given at least a thirty (30) working day, but not more than a sixty (60) working day, training and qualifying period to determine whether or not s/he can meet the job requirements. If it is decided s/he is not qualified to perform the work of the new job classification, or at the employee's request, said employee will be transferred back to his/her former job classification. Upon returning to the former job classification, the employee will not be eligible for promotion for the next twelve (12) months.

Temporary Assignments To A Higher Classification

Section 1. The provision of Sections 2, 2a, 2b, 3, 4, 5, and 6 of this Article shall apply when the Company finds the need to temporarily assign an employee from one job classification to another.

ARTICLE 7

Service and Seniority

Section 1. Calculation of Seniority - Seniority, except where otherwise specified in this Agreement, shall be determined by the net credited service of the employees affected as shown on the records of the Company.

Section 2. During the term of this Agreement, the Company will annually supply to the Union, lists showing the service of all employees.

Section 3. Each month the Company will inform the Union of personnel changes within the bargaining unit.

Section 4. Seniority shall apply to scheduling, layoffs, recalls (as provided in Article (8)), movement through the wage schedule, vacation scheduling and promotions.

Section 5. Other than recall after layoff, if a former employee, solely at the Company's discretion, is granted, re-employment after separating from the Company, within the last 36 months, bridging of previous time with the Company will be applied after 24 month of continuous service minus the time they were separated from the Company.

ARTICLE 8

Layoff and Recall

Layoff

Section 1. When a reduction in the work force is necessary, the Company will notify the Union of such reduction sixty (60) calendar days prior to layoff of employees. Included in this notice shall be which classifications will be affected along with the estimated number to be laid off.

A new updated seniority list shall also be forwarded to the Business Manager of the union or his/her designated representative.

Section 2. When the Company announces its reduction in the work force, as in Section 1, part-time and full-time employees may volunteer in descending order of overall seniority to accept the voluntary layoff. If an insufficient number of full-time employees volunteer, then the least senior part-time employees will be laid off then the least senior full-time employee will be laid off until the surplus conditions are relieved. It is understood that the Company in case of layoff can offer full-time employees the opportunity to work part-time in order of seniority and that such former full-time employees will be offered the opportunity for recall to full-time positions as if they were laid-off full-time employees. These layoffs will be in accordance with the separately maintained full-time employee and part-time employee lists.

Reduction in Work Force in a Job Classification

Section 3. In case it is necessary to reduce the number of employees in a job classification, employees will be allowed to transfer to the next lower job classification on the basis of overall Company seniority, provided they are qualified to perform the work. If such transfer necessitates a layoff from the lowest job classification, net credited service shall govern.

Recall from Layoff

Section 4. Once during a calendar year, the Company will be allowed to hire new employees for training not to exceed three (3) weeks prior to recalling laid-off employees. Then all employees are to be recalled before further training commences. Service and Seniority will be bridged for those employees recalled.

An employee who is laid off refuses recall under these provisions shall be terminated.

Section 5. Before hiring new employees, except as provided in Section 4, eligible former employees (off less than twenty four (24) months) will be offered a vacancy and if no contact is made by phone, a notification will be sent to him/her at the latest mailing address supplied to the Company, or given him/her personally, and if the employee wishes to accept the job offered, s/he shall so notify the Company within five (5) working days after such notification was mailed or given to him/her and shall report to work within ten (10) working days of the date the notice was mailed or given to him/her.

ARTICLE 9

Military Service Leave

- Section 1. Any regular employee on a military leave of absence shall upon his/her return be afforded the provisions of the Uniformed Services Employment and Reemployment Rights Act effective on that date.

ARTICLE 10

Union Leave of Absence

- Section 1. Employees who may be elected or appointed to an office in the Union, or any of its Local unions covered by this Agreement, which election or appointment requires the employees absence from duty with the Company, after thirty (30) calendar days notice to the Company in writing, shall be granted a leave of absence without pay for the employee's term of office and shall, upon expiration of the leave of absence, be reinstated in accordance with the service, provided the employee is physically qualified.
- Section 2. Employees who are elected by their Union to serve as delegates to Union conventions or similar Union meetings shall, after reasonable notice to the Company in writing, be granted leaves of absence without pay for sufficient time for this purpose.

ARTICLE 11

Weekly Work Tours

- Section 1. **Definitions**
- (a) The term "shifts" shall designate the hours constituting a day's work.
 - (b) The term "tour" shall designate collectively the days to be worked in a calendar week.
 - (c) The work week will begin at 12:01 a.m. Sunday, and end at midnight Saturday.
- Section 2. **Shift and Weekly Work Tour Scheduling**
- (a) Shift and weekly work tour scheduling shall recognize the desire of most employees to work five (5) consecutive days in a calendar week, and to work the same shift each day of the tour. Eight (8) hours worked between 5:30am (0530) and 7:00pm (1900) shall constitute a regular day's work and five (5) days, Monday to Friday inclusive, shall constitute a regular weekly work tour.
 - (b) All scheduled Sunday shifts will be paid at a premium rate of time and one-half (1 ½) plus the shift differential where applicable.
 - (c) Full-time workers will choose shifts by seniority and Operator tours shall be fixed.

- (d) Part-time workers will choose shifts by seniority.
- (e) Management will be allowed to maintain and staff a schedule consisting of up to fourteen (14) tours of operators April thru October for peak call volumes and reduced from fourteen (14) November thru March based on reduced call volumes through which full-time employees can be rotated by inverse seniority.

Section 3. **Scheduling Outside Regular Hours**

The Company, in consultation with the Union may schedule outside of regular hours the necessary force in limited numbers to efficiently meet reasonable customer demand and maintain adequate service.

Shifts

- (a) Day shifts shall be eight (8) hours worked between the hours starting at 5:30 am (0530) and ending by 7:00pm (1900).
- (b) Evening shifts shall be eight (8) hours normally worked between the hours starting 12:00 pm (1200) and ending by 11:00 pm (2300).
- (c) Night shifts shall be eight (8) hours worked between the hours starting at 10:00 p.m. (2200) and ending by 6:00 a.m. (0600).
- (d) “Split-shift” work is that which operates at various periods, Monday through Friday. A “split-shift” is an eight (8) hour work shift, consisting of two (2) four (4) hour work periods, that are completed within twelve (12) hours with a four (4) hour break between the two (2) four (4) hour work periods.

Section 4. **Shift or Tour Change by Employees**

- (a) After schedules have been posted or otherwise made available, employees may be permitted to change their tour, or one or more shifts thereof, or to exchange their tour, or one or more shifts thereof, with another employee within the same work group provided such arrangements are approved by the immediate supervisor concerned. The tours or shifts agreed upon to be worked by each employee involved shall be considered as scheduled for the purpose of determining payment for hours worked.

Section 5. All weekly work schedules shall be posted on the Wednesday prior to the Sunday beginning the new week. Any shift change made after 5:00 p.m. (1700) Wednesday shall be paid at the rate of time and one-half (1 1/2). Weeks which include a holiday must be posted two (2) weeks in advance. Any shift/tour changes made after 5:00 p.m. (1700) on that Wednesday shall be paid at the rate of time and one-half (1 1/2).

ARTICLE 12

Differentials

Section 1. A differential of one dollar and fifty cents (\$1.50) per hour shall be paid for the evening shift and a differential of one dollar and Seventy cents (\$1.70) per hour will be paid for the night shift.

A differential of one dollar and Seventy cents (\$1.70) per hour shall be paid for any “split-shift” worked.

In addition to any other applicable shift differential, a differential of two dollars and twenty five cents (\$2.25) per hour shall be paid for all Saturday shifts.

Section 2. The applicable shift differential shall be paid when a regularly scheduled shift beginning at 12:00 p.m. or later extends into any part of the evening or night shift.

Section 3. Workers assigned the duties of “Floor Person” in the Chief Operator classification shall be paid an additional one dollar and fifty cents (\$1.50) per hour.

ARTICLE 13

Overtime

Section 1. Overtime shall be paid at the rate of time and one-half (1 1/2) for all hours worked beyond eight (8) hours in any day or forty (40) hours in any work week.

Section 2. Overtime shall be computed to the nearest one-tenth (1/10th) of an hour.

Section 3. Pre-arranged overtime for staff meeting purposes may be set-up by the Company. Such overtime will be paid at one and one half (1 1/2) times the basic hourly rate of pay for all hours in attendance. It is understood, however, that overtime is only paid to those employees that attend meetings outside their scheduled shift. If an employee is required to make an extra trip from and to home to attend a pre-arranged overtime staff meeting, travel time will be paid at the overtime rate.

Section 4. An employee shall not be required to take time off during a normal work week in lieu of overtime worked.

Section 5. When an employee (with management approval) works sixteen (16) continuous hours in a twenty-four (24) hour period, then they shall be scheduled for a minimum eight (8) hour rest period (excluding travel time) before returning for their next work shift. If a portion of the employee’s next regularly scheduled shift falls within the rest period, that part of the rest period will be paid at the regular rate plus applicable differentials. Employees shall not be asked or required to work more than sixteen (16) hours in a twenty-four (24) hour period unless mutually agreed to with the Business Representative of the Union.

Section 6. Each separate overtime opportunity during a calendar year shall be offered equally first among all full-time employees, then part-time employees and then peak-time employees in a given job classification. The seniority list shall serve as the overtime list. Overtime opportunities will always be offered first to all full-time employees. The first overtime opportunity in a calendar year, or any subsequent overtime opportunity that follows an overtime opportunity that is filled by a part-time or peak-time employee, shall be offered to the full-time employee at the top of the seniority list until a full-time employee accepts the overtime opportunity. Each successive overtime opportunity shall be offered to the next full-time employee on the seniority list that follows the full-time employee who accepted the last overtime opportunity.

New and recalled employees transferring into a job classification, or employees returning from any leave, shall be placed into the overtime list based upon overall seniority.

Section 7. Call Out. An employee called to work at any time outside his/her regular work schedule shall be paid two (2) hours at one and one-half (1 1/2) times their basic hourly rate of pay for the call out, except for pre-arranged overtime staff meetings, in addition to appropriate pay for actual time worked.

Section 8. Meal Allowance. If an employee is required to work two (2) hours in conjunction with the normally scheduled eight (8) hour work period, the Company will provide the employee with a meal allowance of Eleven dollars (\$11.00), except for pre-arranged overtime staff meetings where the Company provides a meal.

ARTICLE 14

Holidays

Section 1. The following days will be recognized as paid holidays for all employees: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day.

Section 2. When a holiday falls on Sunday, the following Monday will be observed as a holiday and when the holiday falls on Saturday, the preceding Friday will be observed as a holiday.

Section 3. When an employee works on a holiday, the employee will be paid at one and one-half (1 1/2) times the employee's basic hourly rate of pay in addition to the holiday allowance. Holiday allowance will be computed as time worked in all cases. At the employee's option, observed holidays that are worked (with management approval), can be substituted for a holiday allowance which then can be credited in lieu of holiday pay to be used at a future time. Holiday allowances must be designated and scheduled from days available by the employee within forty-eight (48) hours to management.

Section 4. The scheduled day before and after the holiday must be worked in order to be

paid for the holiday, unless excused for valid reasons by the Company, which would include any time granted off by provisions of this agreement.

Section 5. When work schedules are set for any week that includes a holiday(s) the schedule shall reflect no more than a total of five (5) work tours in a given week, including holidays.

Section 6. Effective January 1, 2018, after the completion of the calendar year in which a regular or part time employee is hired, regular and part time employees will receive their birthday as a paid holiday. The day of an employee's birthday must be taken, unless it: a) falls on a Saturday or Sunday in which case the immediately preceding Friday will be recognized as the birthday holiday; or b) falls on a scheduled day off or a holiday recognized in Section 1, in which case it will be scheduled for the closest non-conflict day at the employee's discretion, (excluding Mondays).

ARTICLE 15

Safety

Section 1. The Company will continue its present policy of cooperating with its employees so as to ensure that reasonable rules and provisions are made for the safety and health of employees during the hours of their employment. Employees will comply with established safety and health rules and provisions. Such rules and provisions shall apply uniformly to all employees affected.

Section 2. Occupational employees (regular and part-time) of JULIE, Inc. who use keyboard skills with Video Display Terminals (VDTs) at least four (4) hours per day, will be provided a training program and updated yearly on current safe VDT usage and ergonomic awareness.

This training will begin after the employee is hired and will be completed within thirty (30) days of the commencement of their employment.

Section 3. For the term of this Agreement, a Safety Committee will be established consisting of two (2) designated management persons and two (2) members of the bargaining unit (appointed by the Business Manager or his/her designated representative). This Safety Committee shall meet once per month, if necessary, but no less than once per quarter, in any calendar year.

ARTICLE 16

Contracting Out/Technological Change

Section 1. Nothing in this Agreement shall be construed to limit the right of the Company to employ contract labor to do work normally and usually performed by employees covered by this Agreement. The Company will not enter into any contractual arrangement that would result in the layoff or part-timing of

employees performing work that is to be performed under the collective bargaining agreement.

- Section 2. A technological change is a change in process or method of operation which diminishes the total number of employee hours required to operate a department. The Company acknowledges the dedication of its unionized workforce to public safety and its extensive knowledge of how to ensure the maintenance of JULIE's high standards of service and safety. Both parties acknowledge that advancing knowledge makes technological change a dynamic, challenging process that is better studied and implemented with all affected parties involved.
- Section 3. In the event the Company wishes to consider a technological change, it shall notify the Union in writing as soon as practicable, but no less than ninety (90) days in advance of any potential implementation of said technological change. After notice of its interest in exploring a given technological change, the Company and Union will convene a meeting to negotiate the value and impacts of the technological change including the retraining plan for the existing workforce.
- Section 4. After negotiations commence, as quickly as the information becomes available, the Company will inform the Union in writing of a description of the technological change; the date on which the Company projects implementing the change; the approximate number and types of workers affected by the change; and the effects the change are expected to have on employees' working conditions and terms of employment. The Union and Company shall then in good faith attempt to mutually resolve any disputes relating to the change. If these disputes cannot be resolved, the Union and Company agree to utilize mediation and the grievance and arbitration procedures to resolve outstanding issues related to the technological change.

ARTICLE 17

Vacations

Section 1. Regular employees will be granted a vacation of ten (10) working days after completion of one (1) year of service. Thereafter, vacation entitlements are determined on January 1st of each year by the number of completed years of service on that calendar year based upon the following schedule:

VACATION SCHEDULE

<u>Completed Years of Service</u>	<u>Working Days of Vacation</u>
1 to 4	10 days
5 to 10	15 days
11 to 12	16 days
13 to 18	20 days
19 to 20	22 days
21 to 29	25 days
30 and over	26 days

Part-time employees will be granted ten (10) days of vacation per year, after completion of one (1) year of service.

- Section 2. When a holiday is observed during an employee's full week of vacation, an additional day off with pay shall be allowed.
- Section 3. All vacations due in any calendar year must be taken or started before the end of the year or at year end. Those employees with an annual vacation allowance that exceeds 10 days per year may opt to buy out any remaining portion of their vacation allowance provided they used at least 10 days as vacation during that calendar year.
- Section 4. An employee will be paid the employee's basic hourly rate of pay on vacation, plus any applicable differential as outlined in Articles 12 & 25 while on vacation.
- Section 5. An employees' eligibility for vacation shall not be affected by an absence on account of illness. All employees will also accrue any worker compensation hours and paid disability time to their vacation computations.
- Section 6. A regular or part time employee whose employment is terminated before s/he has taken his/her vacation will receive vacation allowance based upon his/her base rate at the time and earned vacation determined by employment date and years of service.
- Section 7. The vacation selection process shall be followed in accordance with Exhibit G.

ARTICLE 18

Funeral Pay

- Section 1. Three (3) working days with basic wage will be paid to all employees for the death of the employee's spouse, children, grandchildren, mother, father, step-mother, step-father, sister, brother, step-sister, step-brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, step-grandparent or spouse's grandparent.
- Section 2. The Company and the Union recognize the Illinois Religious Freedom Protection and Civil Union Act effective June 1, 2011. Any employee that meets the qualifications of the Civil Union Act will receive benefits as are afforded or recognized in Section 1.

ARTICLE 19

Jury Duty

- Section 1. Employees will be allowed time off at no pay for court service (other than jury service), election judge or other reasons after reasonable notice to the Company. Employees will be allowed up to a maximum of two (2) weeks off, or more if assigned to a grand jury, with pay (difference between regular wages and jury service pay minus travel expenses) for jury service after reasonable notice to the Company.

ARTICLE 20

Leave of Absence

- Section 1. All employees covered under this Agreement may, for justifiable reasons, be granted a leave of absence without pay after reasonable notice in writing to the Company, provided the conditions of work are such that his/her services can be spared. If an employee overstays such leave, or if s/he accepts employment elsewhere during such leave without consent of the Company, s/he shall be considered to have resigned.
- Section 2. An employee who is granted a leave of absence for up to six (6) months shall continue to accrue their seniority during the period of such leave. No leave of absence will exceed an accumulated six (6) months leave of absence in a twenty-four (24) month period.

This provision does not include employees covered under disability, Americans with Disabilities Act (ADA), or the Family and Medical Leave Act (FMLA).

ARTICLE 21

Wages

- Section 1. The wage rates for the period of the Agreement shall, subject to the provisions of Article 26, be those set forth in Exhibit A.
- Section 2. When a qualified employee is temporarily assigned to and works in a job classification, which is higher than his/her regular job classification, s/he shall be paid one dollar and fifty (\$1.50) per hour above their top rate of pay.
- Section 3. When a qualified employee is temporarily assigned to and works in a management job classification, s/he shall be paid for that day at his/her top rate plus eighteen dollars (\$18.00) per day.
- Section 4. Employees promoted to a higher job classification, shall be placed at the top of the wage scale in the new position unless otherwise indicated elsewhere in this agreement.

ARTICLE 22

Stewards

- Section 1. Stewards to represent employees covered by the Agreement shall be selected by the Local Union, who shall furnish the Company with a list of their names.
- Section 2. Other Union Representatives shall be selected by the Union, who shall furnish the Company with a list of the names of the other Union Representatives authorized to represent the employees covered by this Agreement.
- Section 3. Stewards shall attempt to adjust disputes or differences referred to them by any of the employees covered by this Agreement. The Company recognizes the right of the Steward to investigate circumstances surrounding any grievance during working hours and agrees to cooperate in such investigation, as long as the investigation does not interfere with normal operations as determined by management.

ARTICLE 23

Grievance Procedure

- Section 1. Should any dispute or difference arise between the Company and the Union or its members as to the interpretation or application of any of the provisions of this Agreement, or with respect to job working conditions, the term working conditions being limited to those elements concerned with the hours when an employee is at work and the acts required of him/her during such hours, the dispute or difference shall be settled through the grievance procedure.
- Section 2. Grievances shall be presented to the Company within twenty-one (21) calendar

days of the act or conduct giving rise to the complaint, or within twenty-one (21) calendar days from the date upon which the facts first became known to the grievant. An earnest effort shall be made to settle grievances promptly at the earliest step in accordance with the following procedure.

The steps in the grievance procedure are:

Step 1. The employee or employees involved, preferably accompanied by the Union Steward, shall discuss the grievance with the employee's supervisor, or the supervisor's designated representative. If no agreement can be reached during this meeting, the Union, within five (5) working days of the meeting, shall reduce the grievance to writing. This written grievance will contain a statement of the facts surrounding the complaint, and a statement of the alleged violation. It shall be marked to the attention of the employee's immediate supervisor. The employee's supervisor shall give his/her written reply to the grievance within five (5) working days of receipt of the written grievance. If the grievance remains unsettled, it may then proceed to Step 2.

Step 2. The Step 2 meeting must be requested in writing by the Union within ten (10) calendar days after receipt of the Company's written reply at Step 1. This request shall be marked to the attention of the Company's Executive Director. If this Step 2 meeting is not requested within the above time frame, the grievance shall be considered disposed of, and shall not be considered further. The Step 2 meeting will be with the Company's Executive Director or their designated representative, and the designated Union representative. Such meeting will be held at a mutually convenient time, not later than fifteen (15) calendar days after the Company's receipt of the Union's request for such meeting. The Company shall give its decision in writing at Step 2 within ten (10) calendar days of the Step 2 meeting, unless such time is extended by mutual agreement. If the grievance remains unsettled, it may then proceed to Step 3.

Step 3. The Step 3 meeting must be requested in writing by the Union within thirty (30) calendar days after receipt of the Company's written reply at Step 2. This request shall be marked to the attention of the Company's Board President. If this Step 3 meeting is not requested within the above time frame, the grievance shall be considered disposed of, and shall not be considered further. The Step 3 meeting will be with the Company's Board President or a designated representative, and the designated Union representative. This meeting will be held at a mutually convenient time. The Company shall give its decision in writing at Step 3 within ten (10) calendar days of the Step 3 meeting, unless such time is extended by mutual agreement.

If the grievance remains unsettled, the grievance may then proceed to Step 4, Mediation, or to Arbitration, Article 24.

Grievance meetings at Step 3 of the Grievance Procedure shall be heard and attended by Company and Union designated persons who were not involved in Steps 1 and 2 of the Grievance Procedure unless mutually agreed to by the parties.

Step 4. The Step 4 mediation of grievance meeting must be requested in writing by the Union within thirty (30) calendar days after receipt of the Company reply at Step 3.

Grievances may be taken to mediation by mutual consent of the parties. The parties shall agree to a standing panel of seven (7) mediators selected from lists provided by the FMCS that will act as neutrals for the adjudication of grievances. Within ten (10) days of the request for mediation the parties will alternately strike one name from the list until the remaining name is designated as the mediator.

Each party shall have one principal spokesperson at the mediation conference. The grievant shall have the right to be present at the mediation conference.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at Step 2 or 3 of the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of a grievance.

If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory decision, unless both parties agree that no decision shall be provided. The mediator shall state the grounds of his/her advisory decision.

The advisory decision of the mediator, if accepted by the parties, shall not constitute a precedent, unless the parties otherwise agree.

If no settlement is reached at mediation, the parties are free to arbitrate under Article 24 of the Agreement.

In the event that a grievance which has been mediated subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.

The mediator shall conduct no more than three (3) mediation conferences per day.

The mediation day will begin at a mutually agreed upon time.

The mediator's fee and expenses will be divided equally between the parties.

The Company will pay one half of any wages lost by the grievant or the Chief Steward as a result of participating in a mediation conference.

Section 3. Differences of an emergency nature shall be handled with the speed which circumstances warrant.

ARTICLE 24

Arbitration

Section 1. Any difference not settled under Article 23 of this Agreement may, at the request of either the Company or the Union, be submitted to arbitration, provided, however, that any grievance on which arbitration is not requested within thirty (30) calendar days, or such further period as the parties may mutually agree upon, of the decision under Article 23 and shall not be considered further.

Section 2. The party requesting arbitration should notify the other party by certified mail, and shall, on or before the fifth (5th) calendar day following, designate one (1) representative and advise the other party of such designation. The other party shall, on or before the fifth (5th) calendar day following receipt of such notice, designate one (1) representative and advise the first party of such designation. The two (2) representatives so appointed shall meet promptly and endeavor to elect a neutral arbitrator to hear and decide the grievance.

Section 3. In the event the two cannot agree on the neutral arbitrator within seven (7) calendar days, either or both parties may request the Federal Mediation and Conciliation Service, Washington, D.C., to submit a list of five (5) names. The Company and Union shall alternately strike four (4) of the five (5) names with the grieving party striking first. The remaining name shall be the Arbitrator.

- Section 4. It is agreed that a decision rendered by the arbitrator under this Article shall be final and binding on both parties. Said arbitrator shall not add to or modify the terms of this Agreement.
- Section 5. The compensation and expense of the arbitrator shall be borne equally by the Company and the Union.
- Section 6. The Company and the Union may, by mutual agreement, submit any difference to the expedited arbitration procedure established by the Federal Mediation and Conciliation Service, Washington, D.C.
- Section 7. The time specified for each step in the grievance procedure may be extended by mutual agreement. Any step in the grievance procedure may be by-passed by mutual agreement.
- Section 8. The Company President and the Union Business Manager may appoint alternates if their respective grievance procedure designated personnel are absent or unable to serve, by notifying the other party by phone and/or in writing.

Pay at their basic hourly rate of pay will be allowed for officially designated Local Union representatives who are Company employees and the employee initiating the grievance for the basic work day of their basic work week while engaged in Steps 1, 2, and 3 of the grievance procedure.

ARTICLE 25

Treatment of Time Not Worked

- Section 1. The application of overtime (Article 13) to time not worked shall be as follows:
- a) Vacation time (Article 17) and holiday allowance (Article 14) shall be computed as time worked for overtime computations.
 - b) Funeral pay (Article 18), jury service (Article 19), and paid time off (Exhibit B) shall not be computed as time worked for overtime computations.
- Section 2. The application of differentials (Article 12) to time not worked shall be as follows:
- a) Vacation time (Article 17) and holiday allowance (Article 14) shall include any applicable shift differential for employees who are normally scheduled to work evening, night, split shift, floor person, or management job classifications while on vacation.
 - b) Funeral pay (Article 18), jury service (Article 19,) and paid time off (Exhibit B) shall not include any shift differential or wage modification.

ARTICLE 26

Terms of Agreement

Section 1. This Agreement shall take effect on November 16, 2017 and shall remain in full force and effect until and including November 15, 2022 and from year to year thereafter unless written notice is given by either party to the other on or before forty (40) working days prior to the expiration date thereof or expiration date of any renewal to amend or terminate this Agreement.

Section 2. The parties agree to commence negotiations on any proposed amendments not less than twenty-five (25) working days prior to November 15, 2022 and further agree that if said negotiations are not completed by the expiration of the current Agreement or the date of the re-opener provisions, then the Terms of the Agreement shall automatically be extended so long as negotiations are in progress.

FOR THE COMPANY

Signature: _____

Title: _____

Date: _____

FOR THE UNION

Signature: _____

Title: _____

Date: _____

EXHIBIT A

Salary Schedule

	<u>2.00%</u>	<u>3.00%</u>	<u>2.50%</u>	<u>2.00%</u>	<u>2.50%</u>
CALL CENTER OPERATOR	Pay #24 2017	Pay #24 2018	Pay #24 2019	Pay #24 2020	Pay #24 2021
0-6	\$13.06	\$13.06	\$13.06	\$13.06	\$13.06
7-12	\$14.77	\$14.90	\$15.01	\$15.10	\$15.22
13-24	\$16.48	\$16.74	\$16.96	\$17.14	\$17.38
25-36	\$18.18	\$18.57	\$18.91	\$19.19	\$19.53
37-48	\$19.89	\$20.41	\$20.86	\$21.23	\$21.69
Over 48	\$21.60	\$22.25	\$22.81	\$23.27	\$23.85
CC CHIEF OPERATOR/CLERK	Pay #24 2017	Pay #24 2018	Pay #24 2019	Pay #24 2020	Pay #24 2021
Over 48	\$24.45	\$25.18	\$25.81	\$26.33	\$26.99
COMPUTER OPERATOR	Pay #24 2017	Pay #24 2018	Pay #24 2019	Pay #24 2020	Pay #24 2021
Over 48	\$25.95	\$26.73	\$27.40	\$27.95	\$28.65

Peak-time employee base wage rate will be \$13.06 per hour. For those peak time employees returning in consecutive years, the following wage rate will be followed:

Year 2	\$13.19
Year 3	\$13.32
Year 4	\$13.45
Year 5	\$13.58
Year 6	\$13.71

All employees on payroll at the time of ratification, will receive a \$600 signing bonus, if the Contract is ratified by 11/15/2017.

Current Call Center Operators with less than twenty-four months of service on Payroll #24 of 2017 will be brought to the top of the salary schedule for their classification.

EXHIBIT B

Paid Time Off

Regular employees who have completed their probationary period will receive eighty (80) hours of paid time off that may be used in each calendar year in increments of forty-eight (48) hours in eight (8) hour increments; nine (9) hours in three (3) hour increments; twelve (12) hours in two (2) hour increments; seven (7) hours in one (1) hour increments; and four (4) hours in half-hour (1/2) increments.

Part-time employees will be treated in accordance with Exhibit F.

Regular and part-time employees who volunteer or who are forced on layoff, upon their return in the new calendar year, will have their paid time off prorated based upon their return date in that new calendar year. An employee's paid time off allotment will be reduced by 1.5 hours for each full week that the employee is on layoff. This proration rule will not apply to the beginning of the layoff period each fall.

Up to fifty-six (56) paid time off hours can be paid at the base rate of the year PTO was originally granted or carried over to the following year and applied to the employee's vacation to be used before December 31st of the applied-to year.

In a given calendar year upon leaving the employ of the Company, the employee shall be paid for any unused paid time off per the following schedule:

Less than two months of active service in that calendar year = 0 hours

Two months-four months of active service in that calendar year = up to 40 hours (part-time pro-rated up to 50% of determined allotment).

Four months or more of active service in that calendar year = up to 80 hours (part-time pro-rated up to 100% of determined allotment).

Any employee who is paid for PTO that exceeds this schedule shall have it reversed in their final pay check.

This schedule will not apply to employees with eight years or more of net credited service.

EXHIBIT C

Benefit Plans

Section 1. Upon completion of ninety (90) days of service, regular employees are eligible for the comprehensive medical, dental, vision, flexible spending account and prescription drug account plans in effect at such time. The Union will be provided with all plan document changes through the life of the agreement. In addition, all employees shall receive the updated plan documents.

The Company will pay eighty five percent (85%) of the premium of all participating employees for the comprehensive medical and prescription drug plan. The company will pay ninety percent (90%) of the premium of all participating employees for the dental plan.

Effective April 1, 2018, employee vision care will be provided through the Company's group coverage with Vision Service Plan and paid for by the Company.

The Company will only pay the Company's portion of these premiums for those employees who work in that month.

Section 2. Short term disability coverage will be offered to all full-time employees who have completed ninety (90) days of service with the Company. The policy will go into effect on the eighth (8th) day of the disability and will pay seventy percent (70%) of the employee's regular hourly rate for up to fifty-two (52) weeks.

EXHIBIT D

Life Insurance

All regular and part time employees and eligible retirees are covered by a Life Insurance Policy in the amounts stated which will be paid for in full by the Company.

\$15,000	Employees with less than two (2) years of service
\$40,000	Employees with greater than two (2) but less than five (5) years of service
\$50,000	Employees with five (5) years or more of service
\$50,000	Eligible retirees

As of November 16, 2012, an eligible retiree is one who was continuously employed by JULIE, Inc. for five years prior to retirement and whose age in years plus total length of service in years with JULIE, Inc. equals or exceeds 85; and who is not eligible for life insurance benefits as an active Employee of any other organization. The Retiree Life Benefit is \$50,000 with a reduction of 35% at age 65 and a further reduction to 50% of the original amount at age 70. *Only full years of age and service are used to determine eligibility.

EXHIBIT E

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EXHIBIT F

Pro-ration of Part –time Benefits

All provisions of this article (on a pro-rated basis) shall apply to part-time employees and be effective for each year of the contract, except as noted in the contract.

Treatment of pay for part-time employees as specified in Article 14 (Holidays) will be paid as one (1) day equals 1/5th of the average weekly hours rounded to nearest quarter (1/4) hour that the employee was scheduled to work over the previous two (2) weeks and Exhibit B (Paid Time Off) will be paid as one (1) day equals 1/5th of the normal weekly scheduled hours. Treatment of pay for peak-time employees as specified in Article 14 (Holidays) will be paid as one (1) day equals 1/5th of the normal weekly scheduled hours and for Exhibit B (Paid Time Off) will be zero (0) hours.

EXHIBIT G

Vacation Selection Process

The following provisions of Exhibit G shall provide for the scheduling of vacations in an orderly fashion.

Prior to the beginning of the year, the Company shall meet with the Union Steward(s) to determine the number of employees allowed off in any given week during the calendar year. Vacations shall be selected in each work group in accordance with seniority subject to the operating conditions and work requirements. Selections shall be made beginning the first Monday in January and completed no later than the fifteenth (15th) day of February using a yearly grid visually displaying available time slots. This grid, when initially completed, will be displayed in a prominent area for inspection. The Company will not be responsible for updating this grid after its initial completion. It will be incumbent on members and stewards to update and use the grid to mutual advantage.

The vacation selection process shall be determined by the following order.

1. First round selection shall go to employees who have earned up to two (2) full weeks' vacation.
2. Second round selection shall go to employees who have earned more than two (2) weeks vacation and wish to select any remaining full weeks.
3. Third round selection shall permit employees to schedule day-at-a-time vacations.
4. Fourth round selection shall permit employees to schedule up to five (5) days at one-half day-at-a-time vacations.

5. Any remaining unused vacation days shall be put on reserve and will be used on a first-come, first-served basis.
6. Employees wishing to take vacation during the vacation selection period shall be permitted to do so after reasonable notice has been given.

Memo of Understanding between JULIE, Inc. and I.B.E.W. Local 21

Vacation Selection

As a result of discussions held during collective bargaining in October 2007, after following the provisions of Exhibit G - *Vacation Selection Process* the Company will administer vacation selections for "closed weeks/days" in the following manner beginning in 2008:

Weeks/days closed by Feb. 15th - the Company will maintain a waiting list. When a week/day becomes open the most senior employee whose name is on the list for that week/day at the time of the opening will be granted the vacation week/day.

Weeks/days closed after Feb.15th - the Company will maintain a waiting list. When a week/day becomes open the first person who placed their name on the waiting list for that week/day at the time of the opening will be granted the vacation week/day.

The Company will give the Union a thirty (30) day notice prior to any planned change.

EXHIBIT H

IBEW Savings and Security Plan

- Section 1. Effective July 1, 1996, all employees who have completed six (6) months or more of service with the Company shall be eligible to participate in the IBEW Savings and Security Plan. The plan administrator is Scarborough Alliance Corporation.
- Section 2. Effective January 1, 2018, the Company shall match one-hundred percent (100%) of employee contributions of the first two (2%) percent of the employee's gross monthly wage, not including overtime and eighty percent (80%) of the next five (5%) percent of employee contributions up to a maximum of seven percent (7%) of the employee's gross monthly wage, not including overtime.
- Section 3. All legal filings for this Plan are the responsibility of Scarborough Alliance Corporation. JULIE, Inc. will provide Scarborough with the necessary information to comply with all applicable laws and IRS codes.

EXHIBIT I

Family and Medical Leave Act (FMLA)

The Employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the State leave law and its regulations and extend FMLA benefits and protections to all employees in the bargaining unit.

The leave year for FMLA purposes shall be the calendar year beginning January 1 and ending December 31.

The following is the Company's concurrent use policy for FMLA leave: The Company will exhaust any available accrued Paid Time Off granted in Exhibit B for unpaid time while an eligible employee is on FMLA leave. Eligible employees on FMLA leave will be able to request that available vacation time be used instead of Paid Time Off to cover the payment for the unpaid eligible FMLA leave. Accrued time pay out will cease if the eligible employee on FMLA is receiving payments from disability or workers compensation insurance for the time away from work.

Employees may file grievances concerning FMLA and State leave law disputes.

EXHIBIT J

Work at Home

In an effort to enhance the Company's disaster recovery/business continuity plan, balance call volumes at the Call Center and reduce the chances of company premise expansion being necessary, the Union and Company agree to the following terms and conditions for IBEW members to work out of their homes.

Eligibility:

1. The Work at Home Program will be available in the future to all full-time Call Center Operator volunteers who reside in Will, Kankakee, Grundy, Kendall, LaSalle (east of Illinois Route 23), Cook (south of the Calumet – Saganashkee Channel and west of Halsted Street) or DuPage (south of I-88) counties with an exchange office that provides high speed internet (DSL) or cable modem services. All employees at the time of ratification of the November 2007 contract who live in Cook County will be grandfathered for work at home.
2. The operator must have exhibited satisfactory performance in customer service.
3. The operator has demonstrated a satisfactory work record over the last 12 months.
4. The operator has shown that they have exhibited the ability to work with very limited

assistance from Chief Operators or managers.

5. The operator must provide an environmentally and ergonomically correct work location within their residence. Where rental property is the prime residence for the operator, the operator will provide the Company with a letter from the building owner or landlord that will allow JULIE, Inc. to install the necessary telecom wiring and components used for business operations.

Terms and Conditions:

1. All provisions of the Collective Bargaining Agreement will apply to Work at Home Operators.

2. In the event operator volunteers exceed the number needed by the Company, seniority shall be the determining factor, with the most senior operator being chosen for Work at Home.

3. After the initial screening, the designated representative of the Union President-Business Manager will be notified of the names of Work at Home candidates and a meeting will be scheduled for the union representative to meet with these candidates and management on Company time prior to the final decision being made on the new assignment.

4. Upon agreeing to a Work at Home assignment, operators must stay on the program for a minimum of six (6) months. Exceptions will be made only in the event that circumstances change that are out of the operator's control, such as a change in landlord policy or other involuntary life events like sickness or death of relatives.

Any work at home operator wishing to return to the Call Center will be required to provide a one month notice, in order for the Company to determine and select the next eligible operator and equip their residence.

5. A Work at Home assignment is not considered a promotion but merely a change to a Call Center Operator's normal daily reporting site.

Work at Home Operators will be eligible for promotions after two (2) years of service as a work at home operator.

6. Work at Home Operators will work a regular schedule as if they were located in the Call Center and will be limited to bidding on day shifts and split shifts during the months of April through October unless otherwise authorized by management.

7. Work at Home Operators can work one shift per week in the Call Center.

8. Work at home Operators may be requested to work overtime from time to time.

9. Effective January 1, 2018, the Company will pay forty dollars (\$40) non-taxable dollars per month to each Work at Home Operator for space and utility expenses.

10. Work at Home Operators will notify the Company immediately about needed repairs

and/or maintenance to Company equipment.

11. All maintenance and repair of company equipment will be performed by the appropriate members of the bargaining unit.

12. Employees will not be held responsible for damage or theft to Company equipment caused by conditions out of their control.

13. The Company will notify Work at Home Operators at least 24 hours in advance of visits by supervisors.

14. A union steward can visit, on Company time (for both steward and operator), each Work at Home Operator no more than once per month at their home workplace, and will be allowed reasonable access via telephone at all other times on Company time upon schedules agreed to between the Steward and Call Center Manager.

15. All work rules and policies of the Company shall apply to Work at Home Operators on the same basis as other bargaining unit employees.

This agreement can only be modified through written mutual agreement between the Company and the Union. Any violation of this agreement will be considered a material breach of the Collective Bargaining Agreement and subject to all grievance and arbitration provisions.

Remote Ticket Entry Addendum

The Company acknowledges the Union's concerns relating to remote ticket entry (RTE) verification work performed by the Union. The Company intends to having at least 30 % of all remote ticket entry (RTE) locate requests verified for the life of this agreement, measured quarterly.