

COLLECTIVE BARGAINING AGREEMENT

by and between

BOARD OF TRUSTEES

OF

EASTERN ILLINOIS UNIVERSITY

and

MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS

on behalf of Local Union No. 347

5/1/09 - 4/30/12

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN LOCAL 347,  
MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS  
AND  
EASTERN ILLINOIS UNIVERSITY

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This Agreement has been made and entered into by and between the Board of Trustees of Eastern Illinois University (hereinafter referred to as the "Employer") and the MID-CENTRAL ILLINOIS REGIONAL COUNCIL OF CARPENTERS on behalf of Local Union #347 (hereinafter referred to as "Union").

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive collective bargaining representative in matters pertaining to wages, hours, and terms and conditions of continuing employment for employees appointed to apprentice or status positions within the classifications Carpenter, and Carpenter Sub-Foreman as certified by the Illinois Educational Labor Relations Board (Case No. 90-RC-0006-S). The Employer and the Union acknowledge their commitment to negotiate over those matters indicated above, in good faith, and consistent with the law (Public Act 83-1014) governing such matters.

ARTICLE II

JURISDICTION DISPUTE

In the case of a jurisdictional dispute arising between representatives of this Union and those of other unions, it is understood by and between the Employer and Union as follows:

- A. That Union will notify representatives of Employer of the jurisdictional dispute immediately upon its coming to its attention.
- B. That Employer will notify Union representatives of the jurisdictional dispute immediately upon its coming to its attention.
- C. That representatives of the Employer and the Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.
- D. If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing and be binding on all parties.
- E. If no satisfactory agreement is reached at the meeting, then the Employer will determine and make work assignments in accordance with University Civil

Service System job specifications; provided, however, that Employer will seek input from and consult with Union representatives if said work assignment constitutes a change in previously established work assignments for members of the Union.

F. In the event the Union fails to notify the Employer within thirty (30) days of becoming aware of a jurisdictional dispute or the Employer notifies the Union that a question of jurisdiction has developed and the Union does not make an effort to defend its jurisdiction, the Employer may continue or make work assignments as deemed appropriate.

### ARTICLE III

#### DUES DEDUCTION

##### Section 1.

The Employer agrees to deduct Union dues and assessments upon receipt of an appropriate written authorization from any employee.

##### Section 2.

Pursuant to Section (11) of Public Act 83-1014, 115 Illinois Compiled Statutes 5/1 et. seq., effective January 1, 1984, the parties agree that effective June 1, 1990, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied

to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the agreement.

If during the duration of the agreement the exclusive representative, can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement.

### Section 3.

In accordance with the provision for deduction as described in this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employers and shall cause the amounts so withheld to be remitted to Carpenters Local #347 by the State Comptroller or other authorized wage paying authority on a bi-weekly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, in writing, at least thirty (30) days prior to its effective date.

Section 4.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

ARTICLE IV

NON-DISCRIMINATION

In accordance with applicable laws, the Employer and the Union pledge and commit to not discriminate against any employee covered by the terms of this agreement on account of race, color, religion, national origin, sex, marital status, sexual orientation, age, or physical or mental handicap, political affiliation and/or beliefs, and/or other non-merit factors. In addition the parties agree to support the design and implementation of programs to provide equal opportunity and affirmative action in the employment setting.

ARTICLE V

MANAGEMENT RIGHTS

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by law, whether exercised or not, including but not limited to, the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

ARTICLE VI

LIMITATION OF AGREEMENT AND WAIVERS

Section 1.

This agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois; and the

Rules and Regulations of the State Universities Retirement System; as they exist and/or as they are from time to time amended.

Section 2.

Should any provision of this agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, that provision or application of a provision of this agreement shall be null and void. However, the parties reserve the right to meet and discuss such matter(s).

Section 3.

Except as may be specifically indicated elsewhere in this agreement, all provisions and terms of this agreement shall not take effect or in any other way become binding on the parties until such time as the agreement receives ratification by each of the parties hereto. Any condition, incident or act associated with the Union or its members or the Employer and any of its representatives, that would otherwise qualify as a grievance as defined elsewhere in this agreement shall not be subject to or be processed under any of the terms and conditions of this agreement.

ARTICLE VII

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1.

A grievance is defined as a claim of a violation of a specific provision of this agreement. Any grievance filed shall be on a form prescribed by the Employer and refer to the specific provision alleged to have been violated. It shall set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be denied by the Employer as not constituting a grievance.

Demotions, discharges, suspensions of thirty (30) days or more,

reallocations, and reclassifications are not subject to this Grievance Procedure, but shall be subject to the appeal or review processes as put forth by the State Universities Civil Service Rules.

Section 2.

Step 1. Whenever an employee(s) has a grievance, the employee or a Union representative shall have five (5) working days from the date of occurrence giving rise to the alleged violation to file the grievance. The grievance shall be reduced to writing and the written grievance shall be presented to the Director of Facilities, Planning and Management. The Director of Facilities, Planning and Management or designee shall respond in writing within five (5) working days.

Step 2. If the grievance is not resolved at Step 1, the same written grievance shall be presented, by the Union, to the Director of Employee and Labor Relations within five (5) working days after the Step 1 response. The Director of Employee and Labor Relations or designee shall conduct a meeting on the grievance within ten (10) working days. The Director of Employee and Labor Relations or designee shall respond in writing within ten (10) working days after the meeting.

Step 3. If the grievance is not resolved in Step 2, the Union Business Representative or designee may request a pre-arbitration conference to include representatives of the Union and the Office of Employee and Labor Relations for the purpose of attempting to resolve the grievance. Such request shall be presented, by the Union Business Representative or designee, in writing to the Office of Employee and Labor Relations within ten (10) working days from the receipt of the opinion of the Director of Employee and Labor Relations or designee under Step 2. If the grievance is not resolved, either party may submit the grievance to arbitration.

Section 3.

A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Office of Employee

and Labor Relations in writing within ten (10) working days after the receipt of the decision. The Office of Employee and Labor Relations and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service or Department of Labor Mediation Services to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated for payment of employee's travel expenses and/or time spent outside of the employee's normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provision of this agreement. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

Section 4.

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not filed or appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.

C. Grievances not answered within the prescribed time limits shall be automatically advanced to the next step of the procedure, except arbitration

ARTICLE VIII

NO STRIKE

Section 1.

It is hereby agreed by the Union and the Employer that since this agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or employment, there shall be no strikes, work stoppages, slowdowns, or any other form of concerted job action during the term of this Agreement. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2.

No lockout of employees shall be instituted by the Employer or their representative during the term of this Agreement.

ARTICLE IX

BENEFITS

Section 1.

A. The employees in the bargaining unit shall be entitled to these specific benefits as provided to civil service employees by the Board of Trustees of Eastern Illinois University Regulations, as from time to time amended, including Section II.A.9 and C.7 as indicated: Limitations and Eligibility, Section II.C.7.a; Vacation Leave, Section II.C.b.; Sick Leave, Section II.C.d.;

Bereavement Leave II.C.7.f.; Educational Benefits, Section II.C.7.h.; Family Medical Leave (FMLA), Section II.C.7.e.; Court Required Service, Section II.A.9.c.; Extended Sick Leave, Section II.A.9.f.; Military Leave, Section II.A.9.b.; Emergency Leave, Section II.A.9.e.; and Leave of Absence, Sections II.C.7.g., II.C.9; Sick Leave Bank, 6.1, Board of Trustee Internal Governing policy.

B. (Holidays) Paid holidays for employees in the bargaining unit shall be as follows: Labor Day, Day after Thanksgiving, Thanksgiving, Day before or after Christmas, Christmas Day, Day before or after New Year's Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Memorial Day, Independence Day.

C. In the event that work is required on any observed holiday as stated above, compensation shall be as specified in the Board of Trustees Regulations.

#### Section 2. Sick Leave Retirement

a). Pursuant to Public Act 92-0599 and subsequent upon the employee's written request, an employee's unused sick leave that may be used for sick leave buy out will be paid at the current rate of earnings as part of earnings from the University for up to two (2) years as defined by the State Universities Retirement System (SURS) prior to retirement, subject to the twenty (20) percent limitation specified in Public Act 92-0599 and the guidelines set by SURS. To be eligible for this benefit, an employee shall submit in writing an irrevocable election to retire to the Department of Human Resources, Benefits Office prior to receiving this benefit.

b). In the event that Public Act 92-0599 is amended, the Employer and the Union agree to reopen this article for renegotiations.

c). In the event that Public Act 92-0599 is repealed, then this benefit is null and void either on the date of the repeal and/or as specified by SURS.

Section 3.

The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

ARTICLE X

HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1.

During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

Section 2.

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, Chapter 40, Pensions.

Section 3.

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, Chapter 820, Workers' Compensation and Occupational Diseases Act.

Section 4.

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this agreement in accordance with applicable Board of Trustees policies and guidelines.

ARTICLE XI

HOURS OF WORK AND OVERTIME

Section 1.

The work week shall be seven (7) consecutive, 24-hour days commencing at 12:01 A.M. on Monday and ending at 12:00 Midnight on Sunday.

Section 2.

Employees shall normally be assigned a work schedule of five (5) consecutive days within each work week. Work schedules, other than Monday through Friday, shall be discussed with the Union prior to implementation.

Section 3.

The normal work day shall consist of seven and one-half (7 1/2) hours paid, broken at the approximate mid-point by a one-half (1/2) hour unpaid meal period.

Section 4.

The employees shall receive a thirty (30) minute paid rest period during their shift at a time designated by the University. Employees shall be permitted to have a ten (10) minute paid clean up period at the end of their shift.

Section 5.

Overtime shall be paid at one and one-half (1 1/2) times the base hourly rate for actual hours worked beyond thirty seven and one-half (37 1/2) in a work week or seven and one-half (7 1/2) in a work day. All hours worked on the sixth (6th) consecutive work day by employees shall be paid at one and one-half (1 1/2) times the base hourly rate and all hours worked on the seventh consecutive work day shall be paid at double (2) times the base hourly rate.

Section 6.

When a bargaining unit employee is called in to work on a day when work has been completed and the employee has left the University or on the employees' regular day(s) off, the employee shall be compensated for a minimum of 2 hours at the applicable rate. If the employee is required to work more than 2 hours the

employee shall be compensated for all hours worked at the applicable rate.

Section 7.

The parties agree that job assignments requiring the wearing of full-face respirator shall be paid a differential of fifty cents (50 cents) per hour for actual hours worked. The payment of the wage differential shall be in one-half hour (1/2 hour) increments and shall be added to the base wage when computing overtime pay.

Section 8.

- A. Planned Overtime: The distribution of Planned Overtime shall be by Seniority with the most senior Bargaining Unit employee having right of first refusal.
- B. Overtime Call-Out List: A daily "After Hours call in list" is provided to After Hours via fax each day (Monday thru Friday). The order changes as each person is called for an emergency call and rotates to the end of the list. If a new list is provided, they will start at the top of the list. If a new list is not available (as on weekends), start with the first person listed after last person called. Document response of each call and continue down list until someone is reached or responds to call. If no one is reached, call the Foreman. If the Foreman cannot be reached, start the list all over. Overtime list will be posted and maintained for viewing.

Section 9.

The Employer may implement a one-person second shift. The second shift assignment shall be for a minimum of one (1) month continuous time frame (two pay periods). Such assignment shall be filled with a status bargaining unit employee. The shift shall be filled using a voluntary system or when volunteers are not available, the position shall be filled on the basis of seniority.

- A. Compensation for the Journeyman Carpenter regularly assigned to the

second shift shall be the base hourly wage plus \$0.75 per hour (1/2 hour minimum) for all hours worked between the hours of 2:00 p.m. and 10:00 p.m. If the employee regularly assigned to the second shift works immediately preceding or immediately following the employee's regular shift, the employee(s) shall receive shift pay for all hours worked.

Only an employee(s) assigned to the second shift on a regular basis or a replacement for an employee on the second shift shall be eligible for a shift differential. The shift differential shall be added to the employee(s) base hourly wage when calculating overtime. Furthermore, the shift differential shall be added to the base hourly wage for non-work hours paid for holidays, accrued leave, provided the employee(s) was receiving a shift differential immediately prior to the holiday or accrued leave and/or would otherwise be scheduled during the holiday(s) or accrued leave(s) so as to receive a shift differential for actual hours worked.

B. The parties mutually agree to bargain over the expansion of the number of employees assigned to the second shift.

## ARTICLE XII

### CONTRACTING

The Union shall be notified of work contracted out when that contracting would result in bargaining unit employees being subject to lay off, or a reduction in straight time hours.

## ARTICLE XIII

### TOOLS

The University shall provide employees power tools necessary to complete their assigned duties. The University shall replace broken tools, where such damage is a direct result of the performance of assigned duties.

ARTICLE XIV

WAGES

Section 1.

The negotiated hourly wage rate for classifications within the bargaining unit were arrived at through negotiations between the parties.

Section 2.

Following is the negotiated wage rates to be effective on July 1, of each contract year. Base wages: Carpenter \$31.39/hr. Sub-foreman \$33.14/hr.

The parties agree to a three (3)% lump sum to be paid effective July 1 each contract year. To be eligible for the lump sum salary increase, the employee shall be covered by the Carpenter’s Collective Bargaining Agreement and the employee shall be on the active payroll effective June 30 each contract year. Since the three (3)% lump sum shall be a separate “check” (Direct Deposit), the standard deductions including pension shall be deducted from the lump sum.

	Effective		
	<u>7-1-09</u>	<u>7-1-10</u>	<u>7-1-11</u>
(Gross amounts before standard deductions.)			
Carpenter	\$1836.32	\$1836.32	\$1836.32
Carpenter Sub-foreman	\$1938.69	\$1938.69	\$1938.69

Section 3.

The parties agree that during the term of this agreement the Sub-foreman wage shall be one dollar seventy-five cents (\$1.75) above the base rate of pay for the Carpenter.

Section 4. Upgrades

Any upgrade shall be paid in accordance with the University’s Civil Service Statute and Rules. To be eligible for the temporary upgrade the employee shall be assigned the work, be qualified (pass the civil service exam) and perform all the duties of the job to which he/she is to be upgraded.

## ARTICLE XV

### DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS

#### Section 1. Duration of Collective Agreement

This collective bargaining agreement shall become effective at the opening of business on the day following Board of Trustees Approval, and remain in effect through April 30, 2012. It shall automatically be renewed thereafter from year to year unless either party notifies the other by registered or certified mail at least sixty (60) days prior to the expiration date that it desires to modify or terminate this agreement. The parties agree, during the term of this agreement, that the lump sum wages shall be effective July 1, each contract year.

#### Section 2. Changes or Amendments

Negotiations or proposed changes or amendments to this collective agreement, pursuant to the notice required by Section 1, immediately above, shall generally begin not later than one hundred-twenty (120) days following notification of one party to the other that it seeks to change or amend this agreement, unless a different time period or date is mutually agreed.

#### Section 3. Status of Collective Agreement During Negotiations and Termination Thereof

The parties recognize joint responsibility to provide continuing service to the end that Employer operations are not interrupted. If, during the course of negotiations an impasse occurs, mutually agreeable efforts shall be made by the parties to resolve the impasse.

Negotiations shall continue with this collective agreement remaining in full force and effect until a new agreement is entered into or until this collective agreement is abrogated by one party giving the other ten (10) days written notice that it shall be terminated on or after the natural expiration date of this agreement.

Section 4. Successor Language

The Agreement shall be binding upon both parties, their successors, and assigns; and in no way shall be changed or modified during its terms should any change occur in the management, governance or employee representation.

ARTICLE XVI

ACCEPTANCE BY PARTIES

We hereby state the foregoing instrument consisting of pages numbered one (1) through nineteen (19) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Lloyd M. Leonard

Lloyd M. Leonard, Interim Director  
Office of Employee & LR

Robert L. Miller

Robert L. Miller, General Counsel

Paul A. McCann

Paul A. McCann, Interim  
Vice President for Business Affairs

William L. Perry

William L. Perry, President  
Eastern Illinois University

May 7, 2009

Date

Donald T. Nelson

Carpenters Local #347

Dale Peterson

Boyce Willman

James E. Sullivan

Mid-Central Illinois Regional  
Council of Carpenters

May 8, 2009

Date

**ADDENDUM B  
GRIEVANCE FORM**

BOARD OF TRUSTEES  
of  
EASTERN ILLINOIS UNIVERISTY  
CONTRACT GRIEVANCE

Grievant's Name: \_\_\_\_\_ Union Local No. \_\_\_\_\_ Grievance No. \_\_\_\_\_

Job Title: \_\_\_\_\_ Department \_\_\_\_\_ Date Filed: \_\_\_\_\_

**Step I** – Date grievance presented orally to immediate supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature and date of immediate supervisor acknowledging discussion) Date: \_\_\_\_\_

STATEMENT OF GRIEVANCE: *(Provide facts of complaint, list the civil service rule or EIU policy violated and/or list the Article/Section of Agreement violated. Describe relief requested.)*

**Signatures**

Union Steward or Representative: \_\_\_\_\_ Employee: \_\_\_\_\_

**Step II** – Date received by second level Grievance Representative: \_\_\_\_\_  
(initials and date)

Management Response:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Check**

Accepted by Union     Rejected by Union    Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Step III** – Date received by Human Resources Director or Designee: \_\_\_\_\_  
(Initials and Date)

Management Response:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Check**

Accepted by Union     Rejected by Union    Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DUE TO LIMITED SPACE, ATTACH WRITTEN GRIEVANCE ISSUES, SUPPORT DOCUMENTS, AND/OR CORRESPONDENCE WHEN APPROPRIATE! WRITE "SEE ATTACHED"**