

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

OF

EASTERN ILLINOIS UNIVERSITY

and

THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL NO. 981

September 15, 2015 - September 14, 2020

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## PREAMBLE

In order to establish harmonious employment relations through a mutual process, this Collective Bargaining Agreement is made and entered into by and between the Board of Trustees of Eastern Illinois University (hereinafter referred to as the 'Employer') and Council 31 of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local #981 BSW/Food Service Unit (hereinafter referred to as the 'Union').

ARTICLE I  
RECOGNITION

Section 1.

A. The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for all civil service employees in the following bargaining units composed of the classifications herein stated and such other classifications as may be added in accordance with the provisions of this Agreement:

UNIT A

Food Service Sanitation Laborer  
Culinary Worker III  
Cook's Helper

UNIT B

Building Service Worker  
Locker Room Attendants  
Mail Messenger  
Maintenance Worker Repairman  
Building Service Sub-Foreman  
Laborer Electrician  
Pest Controller  
Building Mechanic  
Storekeeper I  
Storekeeper II  
Route Driver

B. Changes in classification titles shall not remove employees from the bargaining unit.

C. Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned to their classification.

D. During the term of this Agreement, the Employer agrees not to adopt or to enforce any personnel policies or rules which violate the provisions of this Agreement.

In those instances when employees are formally evaluated by the Employer, the evaluation shall be limited to factors relating to the employee's work performance. The evaluation shall be objective.

Evaluations shall be prepared by the employee's supervisor(s). The evaluation shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee. An employee shall be entitled to submit written comments regarding their evaluation and such written comments shall be attached to the evaluation in the employee's personnel file after having discussed the comments with the supervisor(s) who prepared the evaluation. In addition, grievances concerning the application and interpretation of the Employer performance evaluation system shall be filed at the third step of the grievance process.

## Section 2.

Supervisors shall not normally work in lieu of bargaining unit employees. Supervisors shall not normally perform work which is currently being performed by and is exclusive to the specification for the assigned classification

for bargaining unit employees, except in emergencies or in the normal course of instruction and supervision or absenteeism or where excessive work demands necessitate such.

## ARTICLE II

### NON-DISCRIMINATION

#### Section 1: Prohibition Against Discrimination

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee on the basis of race, color, sex, sexual orientation, creed, marital status, parental status, national origin, age, religion, disability (mental or physical), political affiliation or veteran status.

Complaints involving discrimination or sexual harassment shall be reported to the Office of Civil Rights, Affirmative Action, and Diversity.

#### Section 2: Union Membership

The Employer agrees that neither it nor its representatives will take any position which either favors or opposes Union membership as such; that this is a matter entirely of the employee's free choice and determination and that furthermore as between competing unions the employee must be free to make their choice without being intimidated, threatened or coerced whatsoever by the Employer. The Union also agrees that it will in no way intimidate, threaten, or coerce any employee; that Union membership is entirely a matter of the employee's free choice and determination.

ARTICLE III  
UNION RIGHTS

Section 1: Absence From Work/Seniority Lists

The Union agrees that it will not conduct Union business during working hours except in regards to those matters expressly provided in this Agreement. If absence from work is involved, any Union official, council representative, officer, steward, or member shall request and receive permission from their Supervisor to attend negotiations, meetings mutually agreed to, or grievance investigations and hearings before leaving their work station to attend to the aforementioned matters. The Supervisor shall grant approval to the employee making the request within a reasonable time after receiving the request. If these meetings occur during the employee's regular work shift, the employee shall receive their regular rate of pay.

Seniority lists shall be prepared once annually as of December 31st, they shall include bargaining unit employee's name, classification and seniority date. Once monthly, the President of the Local Union shall receive a list of additions or deletions affecting the seniority list by classification.



## Section 2: Monthly Union Meetings and Attendance at Union Sponsored Meetings

Bargaining Unit employees may be excused to attend one (1) regular monthly Union meeting up to one (1) hour without loss of pay. Such excused time shall be requested by employees, to their supervisor, with approval or denial of such time off subject to the operational needs of the work unit. Such request shall not be unreasonably denied.

A leave of absence with pay shall be granted to Union members and officers for attending Union sponsored meetings provided a request for such leave is submitted prior to the absence and such leave will not substantially interfere with operations. Such leaves of absence are not to exceed twenty (20) working days collectively in one calendar year.

## Section 3: AFSCME Union Officials/Employment with Union

An AFSCME Union official or representative not an employee of the University may visit the campus to discuss union matters other than solicitation of union membership provided the Union official or representative or an official of the Local advises the Director of Employee and Labor Relations or designee prior to the visit.

Any employee who desires to take a job with the Union will be granted a leave of absence without pay for a period of six (6) months, which may be extended by mutual agreement.

Section 4: Employment Transactions/Orientation/Printing of Contract/  
Bulletin Boards

The Employer shall provide the Union a listing of all new bargaining unit employees and/or resignations or terminations for those classifications represented in the contract whenever any transactions take place and when requested by the Union. For new employees, the Employer will provide the names and locations of the employee's position at the University.

For all new employees in classifications covered under this Agreement, the Employer will include in its orientation packet an informative Union pamphlet, provided by the Union. This pamphlet shall be mutually agreeable to the Employer and the Union.

The University shall allow the Union President or Steward to provide up to thirty (30) minutes of Union orientation during work time within seven (7) calendar days from the date of hire. Such orientation shall not substantially interfere with the operations of the employing unit and shall not be unreasonably denied.

The Employer shall have the contract printed in booklet form and employees in all classes represented by the Union shall be provided one (1) copy. The Union shall receive thirty-five (35) copies.

The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on bulletin boards provided by the Employer, in places easily accessible to employees.

## Section 5: Use of University Facilities and Services

Subject to and in accordance with University policies on the use and scheduling of physical facilities, including payment of charges established by the University for the use of such facilities, the Union may use the physical facilities, for the purpose of Union meetings.

The Union may use services of the University in accordance with University policies on the use of such services, including payment of charges established by the University.

Requests for space for meeting purposes must be cleared through the Office of Campus Scheduling or University Housing and Dining Administration.

## ARTICLE IV

### DUES DEDUCTION AND FAIR SHARE

#### Section 1.

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues or assessments;
- b) Union sponsored credit union;
- c) Benefit program contributions which have been approved by the Board of Trustees;
- d) P.E.O.P.L.E. contributions.

## Section 2.

Pursuant to Section (11) of Public Act 83-1014 effective January 1, 1991, the parties agree that on the effective date of this agreement 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 verification 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 provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of 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 Employer and shall cause the amounts so withheld to be remitted to Council 31 by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of

any changes in dues, other approved deductions, or the fair share fee, in writing, at least fifteen (15) 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 cost, 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 V

MANAGEMENT RIGHTS

Section 1.

A. The Union recognizes the right of the Employer to operate, plan, manage, control and maintain Eastern Illinois University in accordance with the rights, powers and duties now or hereafter vested by law.

B. This clause shall be interpreted as limiting the Employer as expressly provided in this Agreement in the exercise of the regular and customary functions of management. The Union in recognizing the Employer's rights to manage its operations agrees to cooperate in creating the highest degree of efficiency in such operation.

ARTICLE VI  
JURISDICTION

Section 1.

In 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 possible jurisdictional dispute immediately upon the possible dispute coming to its attention.

B. That Employer will notify Union representatives of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.

C. That representatives of Employer and 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.

E. If an agreement satisfactory to all parties is not reached at the meeting, Employer may forthwith make new work assignments, change work

assignments or continue work assignments in accordance with University Civil Service System job classification systems. Provided, however, the Employer may refrain from such assignments if Union or other union submits to Employer a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting.

If notice of intent to demand arbitration concerning the jurisdictional dispute is given, the Employer shall, except in an emergency, refrain from implementing new work assignments or changing work assignments for a minimum of thirty (30) days to allow an opportunity for the Union(s) to take appropriate action to resolve the dispute.

F. Without regard to implementation of a job assignment or assignments, Employer will receive and give due consideration to any recommendation or decision from an authorized adjudicative body or arbitrator relative to a jurisdictional dispute between Union and any other union.

If the Employer determines that it does not accept the recommendation or decision of an authorized adjudicative body or arbitrator, the Employer will place in writing to the Union the rationale for rejection within ten (10) working days of receipt.



ARTICLE VII  
STRIKES AND LOCKOUTS

Section 1.

The Union, its representatives, and all employees covered by this Agreement, shall not collectively, concerted, or individually authorize, engage in, or participate directly or indirectly in, any strike, slowdown, work stoppage, walkout, or interruption of the work or operations of the Employer during the term of this Agreement or any extension thereof.

Section 2.

The Employer agrees that it shall not engage in any lockout of its employees covered under this Agreement.

ARTICLE VIII  
GRIEVANCE-ARBITRATION PROCEDURE

Section 1. Grievance Procedure

A. Definition of Grievance -- A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the Employer involving the meaning, interpretation, or application of the express provisions of this Agreement or other conditions of employment.

B. The parties agree that the purpose of the grievance procedure is to ensure the issue(s) being grieved receive a thorough review and investigation by management, the Union and the employee and if a settlement is deemed

appropriate by the parties, then such agreement should be made at the lowest level of the grievance process.

C. The parties agree to abide by the Memorandum of Agreement dated June 12, 1989, concerning the arbitration of discharge. However, employees in this unit who are dismissed during their initial probationary period shall have no right to appeal under the Grievance/Arbitration Article. Grievances regarding the discharge of a status employee shall be filed at Step 3 of the following procedure.

Step 1. (Informal Procedure). Whenever an employee(s) has a grievance, the employee shall have five (5) working days from the date upon which the incident occurs, giving rise to the grievance, to take up this grievance orally with the immediate supervisor in the area where the infraction occurred. If the immediate supervisor is covered by this Agreement, then the grievant shall meet and discuss the grievance with the next immediate supervisor outside the bargaining unit. The immediate supervisor shall then make every effort to adjust the matter and shall meet with the employee(s) and respond orally or in writing to the grievant within five (5) working days. An employee may be accompanied by a union representative during such meetings.

Step 2. If a grievance is not resolved at Step 1, the Union shall reduce the grievance to writing and the written grievance shall be submitted by the steward to the Department Head involved within five (5) working days after the oral response at Step 1. The Department head shall

investigate the grievance and shall meet with the Union and the employee(s) within five (5) working days of submittal of the grievance to Step 2. The Department head shall have five (5) working days from the date of the meeting to submit a written response to the Union.

Step 3. If the grievance is not resolved at Step 2, the written grievance shall be submitted by the designated Union representative to the Director of Employee and Labor Relations or designee within ten (10) working days after the date the Department Heads' response was due at Step 2. The Director of Employee and Labor Relations or designee shall then meet with the grievant(s), the Local Union representatives and the Council 31 Staff Representative within ten (10) working days after the grievance is submitted to Step 3. Once the meeting is held, the Director of Employee and Labor Relations or designee shall have ten (10) working days to respond to the Council 31 Representative in writing, with a copy sent to the President of Local 981.

Step 4. If the grievance is not resolved at Step 3, either party may submit the grievance to Arbitration within twenty (20) days after the Director of Employee and Labor Relations or designee response at Step 3. If either party fails to submit the issue to arbitration within the twenty days, then the Union and the Employer waive their rights to proceed to Arbitration.

D. i.) The time limit at any STEP may be extended by mutual agreement, provided it is reduced to writing and signed by the President or

Steward of the local Union and the Director of Employee and Labor Relations or designee.

ii.) Failure to respond by the Employer at any STEP does not find in favor of the grievant, but automatically advances the grievance to the next STEP of the grievance procedure.

iii.) It is agreed that a representative of the American Federation of State, County and Municipal Employees may be present at any grievance or arbitration proceedings outlined in this Agreement.

iv.) It is mutually agreed that only the Employer or the Union have the right to decide to submit a grievance to arbitration.

## Section 2. Arbitration Procedure.

A. The Employer and the Union shall attempt to agree to an Arbitrator within thirty (30) days after the request in STEP 4 previous. Should the parties fail to mutually agree to an arbitrator then a list of seven (7) arbitrators will be requested from the American Arbitration Association or Federal Mediation and Conciliation Services or other acceptable sources. The parties shall meet for the purpose of reviewing the list and shall alternatively strike names until only one name remains, who shall then be the Arbitrator. First strike of the list shall be determined by the toss of a coin.

B. The Arbitrator shall limit his/her review to the specific issue(s) submitted for arbitration and shall have no authority to change this Agreement. The Arbitrator shall not have the power to, in whole or in part, amend,

modify, delete, add to or disregard any of the express provisions or terms of this Agreement. Questions of Arbitrability shall be determined by the Arbitrator.

C. The award made by the Arbitrator shall be accepted by the Union and by the Employer as a final settlement of the difference.

Each party shall bear its respective expenses which shall include one-half (1/2) the cost of the Arbitrator and his/her related expenses. The cost of a reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and transcript shall be equally shared. However, in the event that the party advancing the grievance withdraws it, after the selection of the Arbitrator, that party shall bear total responsibility for any and all cancellation costs. In the event a pre-arbitration settlement is reached by the parties within the time frame that a cancellation fee is required, the responsibility for any and all such fees shall be borne equally by the parties.

D. Unless the parties mutually agree otherwise, arbitration hearings shall be held on the campus of Eastern Illinois University.

## ARTICLE IX

### SENIORITY

#### Section 1.

The University agrees to furnish all employees once a year with an up-to-date seniority list which shall indicate current employee status.

#### Section 2.

In the event it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority. Employees shall be recalled from layoff in accordance with their seniority. Employees in non-status appointments shall be laid off prior to the layoff of a status appointment employee. This section shall be implemented in accordance with the applicable State Universities Civil Service Rules regarding Lay-Off (Rule 250.110d.) and Seniority (Rule 250.120). However, should the University require extra-help work within a classification in which employees are on layoff status, such extra help work shall be offered to those laid-off employees in descending seniority order. Such employees shall be compensated at the regular base rate for the classification they fill, consistent with the employee's status at time of original layoff.

During summer layoff period, employees who by virtue of their seniority would not be subject to such layoff may request a voluntary layoff. All requests for voluntary layoff must be made in writing to the Office of Human Resources no later than three (3) weeks prior to the date of the intended

summer bid meeting. However, an employee may rescind the voluntary layoff request in writing, any time prior to the close of the summer bid meeting for their unit (Unit A or Unit B). Upon such request, the employee shall be laid off in lieu of a less senior employee for the entire period of summer layoff. In the event of a recall during the summer layoff period, those employees not on voluntary layoff will be recalled in seniority order first. Should the University require more employees than those available on the non-voluntary layoff list, it may recall those employees on voluntary layoff in inverse seniority order. Employees recalled shall report to work on the date designated by the University. A vacancy resulting from such voluntary layoff shall be filled by other bargaining unit employees, by seniority in accordance with this Agreement. An employee who places him/herself on voluntary layoff shall continue to accrue seniority for all purposes under this Agreement, but shall not be able to use accrued leave during the period of voluntary layoff. Past practice of the University regarding accrual of earned benefits or continuation of granted benefits shall continue.

### Section 3. Accrued Leave During Seasonal Lay-Off-Unit A

Whenever a Unit A Employee (Culinary Worker III, Food Service Sanitation Laborer, Cook's Helper) is on seasonal lay-off, he/she may use accrued leave to cover all or part of the seasonal lay-off period or the employee may intermittently use accrued leave during the lay-off period as long as the

employee choosing to use accrued leave intermittently understands he/she cannot gain from such use i.e., overtime pay, holiday pay.

Section 4.

Other factors being equal, seniority shall be the determining factor in promotions within a promotional line for applicants who have qualified themselves by passing a promotional examination. This shall not be subject to the grievance or arbitration procedures of this Agreement, but the Employer will consent to discuss the facts of such selection if so requested by the Union.

Section 5.

Promotional examinations and any training courses conducted in preparation for examinations shall be opened to all qualified employees in the promotional line.

Upgrading a position. If an employee has satisfactorily performed the duties of their position and classification, and the position is reclassified to a higher classification, the employee shall be reclassified upon completion of the appropriate Civil Service exam and retain their position if he or she so desires.

Seniority shall continue to accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.



## Section 6.

A. The bargaining unit employees, within their classification, shall be given the opportunity to exercise their seniority as to job location, hours of work, and days off one time each academic year approximate to the beginning of Fall Semester. The following procedure shall be followed in implementing this section.

1) The Employer shall post every job within the bargaining unit. Such posting shall include job location, days off, hours of work and generic description of the primary duty with the understanding other related duties may be assigned. All positions held open shall be discussed with representatives from the Union prior to the distribution of the bid sheets.

2) At least thirteen (13) days prior to the bid meeting, upon the Union's request; the Employer and the Union shall meet to discuss issues pertaining to the bid. Ten (10) days prior to the bid meeting, the Department of Human Resources shall make available to the employees in the classifications a bid notice. The notice shall contain date and time of posting, date of bid meeting, job location, days off, hours of work and generic description of the primary duty with the understanding other related duties may be assigned. All bid notices and bid meetings shall be supervised by the Department of Human Resources. A local Union representative, designated by the local union President, may be present at all bid meetings.

3) An employee who is unable to attend a bid meeting may submit written bids for any position of his/her choice. If an employee desires consideration for a position that is vacant at a bid meeting, he/she must indicate this in a letter of intent to bid. All bid letters shall be given to the Union prior to the time of bidding.

B. Vacancies or new jobs shall be filled in accordance with Civil Service Regulations. However, a vacancy filled between bid meetings by a probationary employee shall be open for bid at the next succeeding bid meeting. Probationary employees shall then be placed (or Bid) in the last job available within their designated unit and/or kitchen(s), as described in Article XI, Section 5, until they attain status. Probationary employees may be assigned to varying shifts and days off for the purpose of training within their designated units and/or kitchen(s) as described above, until the successful completion of their probationary period.

C. Employees returning from a leave of absence, of more than six (6) months, shall be placed in any available funded vacancy of their choice, including any open position occupied by anybody other than a bargaining unit employee or displace the least senior employee in their classification but shall be eligible to bid at the next bid meeting. However, the least senior employee, in their classification, shall only be displaced when there is no other position available. An employee who returns from a leave of absence of six (6) months or less shall return to the same or similar position the employee occupied prior

to the leave (but not including jobs from summer bid). Similar shall be defined as having the same department (Housing Food Services, Housing Custodial Services, University Union Custodial Services, Facilities, Planning and Management Custodial Services), same or similar days off and same or similar hours of work.

D. Positions available during summer or break periods shall be posted for open bid. Employees, by classification, who are not on lay off during such periods shall bid for and be placed in individual positions based on their seniority ranking. The postings shall state the job location, hours of work, days off and generic description of the primary duty with the understanding other related duties may be assigned.

E. For the purpose of this Section, job location shall be defined as: the same general work area which shall normally include building and floor designation but may also contain floating positions.

F. The Employer shall have the right to utilize bargaining unit employees to temporarily perform the duties of that classification in other job locations to provide coverage in the event of planned or unplanned employee absences or other significant operational needs which cannot reasonably be performed by the incumbent(s) in float positions.

G. Any temporary cleaning crew or other temporary cleaning positions shall be filled by employees on lay off status or subject to lay off, by seniority.

H. In the filling of positions under this section, seniority shall prevail, except that the employer shall have the right to consider the employee's ability, including physical ability, to perform the duties of the position in question.

I. Where no layoff occurs during a break period, a bid meeting shall not be held and break period cleaning crews for housing shall be determined and staffed in accordance with the written job assignments of the individual employees.

#### Section 7. Filling Funded Vacancy In-Between Bids.

When management determines to fill a funded vacancy on a permanent basis due to an employee leaving the bargaining unit between bid meetings, the position shall be posted in each supervisory office with a copy to the Union. The subsequent vacancy caused by the filling of this vacancy shall then be posted. Both postings shall be for five (5) business days. Seniority shall prevail in filling these vacancies. An employee shall not be allowed to bid back into a job made vacant by his or her bid into another job, unless no other employee bids on the vacancy.

Bids shall be submitted to the Human Resources, Employment Office within the five (5) business day posting period.

#### Section 8.

The Local Union President and Grievance Chairpersons, one each for Unit A and Unit B, shall, for new job or vacant job bidding purposes only, have "super seniority" over all other employees in their respective

classifications during the terms of their office. Further, in the exercise of employee's "bumping" rights, the Local Union President and Grievance Chairpersons shall not be "bumped" during the terms of their office.

In regards to Unit A, the parties understand that the timely preparation and serving of meals to students shall take precedent over all other matters. Therefore, the Director of Dining Services or designee shall rely on the Grievance Chairperson over Unit A to fulfill the duties of the Grievance Chairperson in as efficient and non-disruptive manner as possible.

Furthermore, unless modified elsewhere in this Agreement, the parties agree that in the case of Unit A, all grievances or issues pertaining to Dining Services shall be discussed with the Director of Dining Services or designee prior to pursuing or communicating issues outside the Dining Services Area. Grievances or issues presented to the Director of Dining Services or designee shall receive priority treatment, and the Director of Dining Services or designee will make every effort to resolve the issue or grievance in an expeditious manner.

## ARTICLE X

### HOURS OF WORK - OVERTIME

#### Section 1.

(a) The basic work schedule for all employees covered by this Agreement shall be thirty-seven-and-one-half (37 1/2) hours and five (5) consecutive working days of seven-and-one-half (7 1/2) consecutive hours each, Monday through Sunday, with the exceptions hereinafter set forth.

(b) The seven-and-one-half (7 1/2) hours may be broken up by an unpaid lunch period of not less than one-half (1/2) and not more than one (1) hour, except by individual agreement of the employee concerned and the Employer.

(c) Schedule changes shall be made only on a temporary basis for up to three (3) months. However, a voluntary schedule change requested by an employee and approved by the Employer shall be for the duration of the requested and approved time or until the forthcoming bid meeting. Other than a schedule change, an employee shall work five (5) days with two (2) consecutive days off. No changes in schedules shall be made to avoid the payment of overtime.

(D) Except in emergency situations whenever work schedules or working hours are changed, notice, in writing, of such change must be given to each employee involved at least forty-eight (48) hours before such change becomes effective. However, for summer periods only, the notice shall be at least twenty-four (24) hours.

## Section 2.

It is the policy of the University to attempt to establish flex time schedules consistent with the operating needs of the employer. When an employee makes a request for and demonstrates a personal need for a flex time schedule the University will determine whether its operating needs can permit the approval of that schedule. The determination as to whether a flex time schedule can be approved shall not be subject to review under Article VIII, Step 4, nor Article IX of the Agreement.

## Section 3.

Temporary schedules established due to layoffs during summer sessions and semester breaks shall have an established work schedule of five (5) consecutive days of seven-and-one-half (7 1/2) consecutive hours each.

## Section 4.

If the University announces a general shutdown of facilities and suspends general operations for employees of this unit during the Christmas through New Year's holiday period, employees covered under the terms of this Agreement shall receive and be subject to the following holiday bonus provisions:

- a. Status employees with six months to 36 months of service shall receive compensation for two days (15 hours) at straight time as a holiday bonus.

- b. Status employees with 36 months or more of service shall receive compensation for one day (7 ½ hours) at straight time as a holiday bonus.
- c. Holiday bonus days are not accruable.
- d. Pursuant to the above provisions (a., b.) bonus holiday(s) hours may be designated by the employee and made payable for hours or day(s) including Saturday and Sunday during the shutdown period for which no wages (wages shall include regular, accrued leave, premium wages or holiday pay) were paid.
- e. The combination of observed holidays and bonus holidays shall not exceed the total number of shutdown days. If the shutdown period is less than the combined total observed holidays and bonus holidays, bonus holidays will be reduced or forfeited.
- f. Should the general shutdown exceed in total the number of paid holidays and paid bonus holidays, employees may be placed on a layoff for any days that are otherwise not compensated during the shutdown period.
- g. Employees may elect to use accrued leave for any layoff day as designated pursuant to paragraph f. above.



### Section 5.

All time worked in excess of seven and one-half (7 1/2) hours in the work day or thirty-seven and one-half (37 1/2) hours in the work week shall be considered as overtime and will be compensated at one and one-half (1 1/2) times the regular rate of pay, except for those hours of make-up work which extends the employee's hours beyond the daily work schedule as a result of using Educational Benefits.

Work performed on the employee's first regularly scheduled day off or sixth consecutive day of work shall be compensated at time and one-half (1 1/2). Work performed, on the second regularly scheduled day off or seventh consecutive day of work will be compensated at two (2) times the regular rate.

### Section 6.

Employees in departments requiring a seven (7) day week operation may be required to take two (2) consecutive days off other than Saturday and Sunday.

### Section 7.

Employees transferring from or back to their regular work schedule because of a temporary schedule for the summer or breaks, as defined in the academic calendar and as required by the Employer, shall be compensated at the overtime rate of time and one-half (1 1/2) for the sixth consecutive days and two times for the seventh consecutive day worked in a seven day period in

which the schedule change is made. The seven day period shall begin with the first work day following the last scheduled day off.

For the purposes of this subsection only, any consecutive day worked beyond seven shall be compensated at the regular hourly rate. The preceding is for purposes of determining premium pay and has no effect on any employees work schedule.

#### Section 8.

Employees receiving a second shift differential shall be entitled to one (1) thirty (30) minute paid rest period during each work shift. All other employees, except for those working a four (4) day work week, shall be entitled to two (2) fifteen (15) minute rest periods or one (1), thirty (30) minute paid rest period during each work shift. Employees working a four (4) day work week shall be entitled to two (2) twenty (20) minute rest periods, not to be taken consecutively.

All rest periods shall be taken at such time as the operational requirements of the department permit.

An employee shall not be restricted to a specific area during an authorized rest period.

Section 9.

Whenever an employee leaves the Employer's premises and is called back to work after completing a regular day's work, he/she shall receive at least two (2) hours' pay at the overtime rate. When an employee works on a scheduled day off, a minimum of four (4) hours at the overtime rate of pay shall be paid.

Section 10.

Should an employee be required to work before his/her regularly scheduled work period in a work day, he/she shall be permitted to continue working his/her normal work schedule in that work day.

Section 11.

When an employee is permitted, by the University, to voluntarily change days off/trade days off or change a work shift with another employee none of the affected employees shall qualify for overtime on a sixth or seventh consecutive day of work or for working scheduled days off which resulted from that change.

Section 12.

When an employee covered by this Agreement is required by the Employer or his representative (i.e., Supervisor) to attend meetings, training sessions, conferences or physical examinations outside the employee's working hours, overtime at one and one-half (1 1/2) times the straight rate of pay shall be paid for all time so spent. The foregoing excludes bid meetings.

Section 13.

In lieu of the normal work week as defined in Section 1 of this Article, the University may implement a four (4) or four and one-half (4 ½) day work week for some or all of the employees in the unit. Prior to implementation, the Local Union President shall be timely notified in writing for the purpose of discussing the impact of such four (4) or four and one-half (4 ½) day work weeks on bargaining unit employees.

It is agreed that the overtime provisions of this Agreement related to the number of hours in a day shall be automatically amended to reflect the number of hours worked per day on a four (4) or 4 and one-half (4 ½) day work week.

ARTICLE XI  
OVERTIME CHARTS

Section 1.

It is the intent and purpose of the Employer and the Union to insure equal distribution of overtime, to assign overtime by Seniority within classifications and by designated units and as hereinafter set forth.

Overtime will be defined as additional work required by the Employer. For an employee to be eligible for consideration, said work shall be required during the period outside his/her regular work schedule.

## Section 2.

The initial distribution and assignment of overtime shall be by seniority in accordance with the intent and purpose as provided in Section 1 of this Article.

After the initial overtime assignment, overtime work will be based on seniority of those employees having worked the least amount of overtime.

## Section 3.

Overtime will be recorded on a chart in each unit based on the applicable overtime premium rate (for example: two hours worked shall be posted as three (3) hours if at time and one-half, four (4) hours if at double time). Each January 1, the hours listed on such charts shall be set back to zero while the order of names on such charts shall begin with the most senior employee.

## Section 4.

Voluntary overtime work offered but refused shall be recorded as above and given equal consideration as overtime actually worked in regards to eligibility for future overtime assignment. An employee will only be charged for voluntary overtime refused (not worked) once in a twenty-four hour period. If an employee cannot be contacted for overtime, the Supervisor shall contact the next eligible employee. If the employee cannot be contacted for overtime, he/she will not be credited for the overtime offered.

Section 5.

For purposes of implementing this Article, only, units for overtime purposes will be as set forth below, and in addition such other units as may be mutually agreed upon from time to time by the Employer and the Union.

Unit I	Housing & Dining Food Services (non-custodial)
Unit II	Housing & Dining Custodial Services
Unit III	University Union Custodial Services
Unit IV	Facilities, Planning and Management Custodial Services
Unit V	Mail Messenger Service

Section 6.

If the overtime is in conjunction with a regular work shift, an employee(s) on that work shift shall be offered the overtime up to a maximum of five (5) hours. The overtime shall be offered to the employee(s) on that shift based on the least amount of overtime worked (with the most seniority).

Section 7.

An employee who does not wish to be called for voluntary overtime assignments shall submit a letter to his/her Supervisor stating that he/she does not want to be called for a voluntary overtime assignment. The employee thereafter shall not be called for a voluntary overtime assignment unless and until a second letter is presented to his/her Supervisor stating their desire to work future voluntary overtime assignments.

Section 8.

When the name of an employee is added to the overtime chart, he/she shall be credited effective on the date he/she enters a unit with the number of overtime hours equivalent to the highest amount of overtime in that unit.

Section 9.

Should the Employer not be able to get an employee from the voluntary overtime list to work an overtime assignment, then the mandatory overtime list will be used. The mandatory list will be by seniority within the designated unit. Mandatory overtime will be assigned to the least senior employee on the list. Once an employee has worked a mandatory assignment, he/she will not be made to work a mandatory assignment again until all employees on the mandatory list have worked a mandatory overtime assignment.

Section 10.

In the event an employee is temporarily upgraded or downgraded, his/her original placement on the overtime chart for the new class, effective on the date he/she enters that class, shall be last.

His/her place on the overtime chart upon his/her return to his/her former class shall be at the average of the class on the effective date of return.

Section 11.

When the Employer has voluntary overtime work available that involves moving (as defined in Addendum B of this Agreement) the following

provisions shall prevail and take precedence if in conflict with any other provisions of this Agreement.

- a) As per Addendum B, employees desiring to be eligible for a moving assignment (on a straight time or overtime basis) must be physically able to perform the required work. Therefore, employee(s) not able to perform moving assignments due to medical reason(s) shall provide such documentation to his/her Supervisor prior to being removed from moving assignment(s).
- b) Moving crew overtime charts shall be established for each of the designated Units I through IV as defined in Section 5 of this Article XI.
- c) Employees who desire to work voluntary overtime on the moving crew(s) or be relieved from the moving crew(s) shall be required to submit a letter to the Employer, requesting that their name be placed on or removed from the overtime chart(s).
- d) When moving is involved, the Employer shall utilize the moving crew voluntary overtime chart first, and the Employer shall utilize the regular seniority list in the event the moving crew overtime chart becomes exhausted. If no one volunteers to accept the voluntary moving overtime assignment from the regular seniority list, then the least senior employee(s) on the mandatory moving list which will be comprised of the employees physically able to perform the work as



per paragraph (a) above shall be assigned the overtime work. Once an employee has worked a mandatory overtime assignment, he/she will not be made to work a mandatory assignment again until all employees on the mandatory list have worked a mandatory assignment.

Section 12.

Credit will not be posted when employees are on paid status in accordance with the Board of Trustees Benefits Policy. (Said benefits shall include Sick Leave, Bereavement Leave, Accrued Leave, Jury Duty, Temporary Military Leave.)

Section 13.

The location for posting of overtime charts for employee inspection shall be mutually agreed upon between the parties.

Section 14.

The University shall have the right to require employees to use a time sign-in/sign-out or time recording system.

Section 15.

In classifications represented by the Union not assigned to those Units identified in Section 5, it is understood and agreed that the conditions in regard to equal distribution of overtime shall apply as provided in this Article.

Section 16.

Within reason, when unplanned and unexpected overtime is required as a continuation of the work day the employer may utilize employees already assigned and working that assignment until its completion.

Section 17. Overtime Assignment/Housing Food Service

In filling an overtime assignment in Housing Food Service, the Employer shall administer the overtime assignment in the following order: Voluntary bid location, Unit wide, Mandatory overtime in the bid location, and finally, Mandatory Unit wide. Finally, all bargaining unit employees called or asked to work an overtime assignment shall be charged if they work the overtime assignment or not.

Overtime sheets and Force sheets will be printed and posted weekly in every open unit Residential Dining Center. Upon request, Employees will be given up-to-date Overtime and Force sheets between postings.

ARTICLE XII

WAGES

Section 1.

Cash compensation of employees covered by this Agreement shall be as set forth in Addendum A.

## Section 2.

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment.

## Section 3.

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for such employment, whether temporary or permanent, when the period of temporary assignment lasts for one (1) hour or more and then for the entire period of such assignment.

All such assignments shall otherwise follow and be in accordance with the Rules of the State Universities Civil Service System regarding temporary assignments.

## Section 4.

Employees accepting temporary assignment, when such assignment is concluded, shall be returned to the position from which they were transferred with their original classification.

## Section 5.

It is understood that an employee promoted within the promotional line will receive the negotiated rate immediately.

## Section 6.

Prior to implementing a University-wide change in the pay schedule, the Employer shall notify and educate employees of the impending changes. All employees working during any portion of a pay period shall receive their pay in full on the designated pay day.

Unless modified by the above, pay period for purposes of the foregoing shall commence on a Monday at 12:01 a.m. and end two (2) weeks following on Sunday at 12:00 Midnight.

Unless modified by the above, payday for purposes of the foregoing shall mean for employees not eligible for the night shift differential, the second Friday following the last day of the payroll period. For Employees eligible for the night shift differential, payday shall be the second Thursday following the end of the payroll period.

In the event a holiday falls on the day an employee is scheduled to be paid, he/she shall receive his/her pay on the day preceding the holiday.

## Section 7. Compensatory Time

Except as defined below, overtime shall be paid in cash.

### Unit A

All bargaining unit employees in Unit A may maintain up to seventy five (75) hours of compensatory time, with rolling accumulation (if the employee uses compensatory time, their total accumulation number is adjusted accordingly, and they can accrue more compensatory time, up to 75 hours).

With prior approval, compensatory time may only be used by Unit A employees during periods of layoffs and/or break periods during the academic year. At the end of each fiscal year the employee may choose to either be paid in cash for their compensatory time balance or carry it over to the following year. If an employee carries the balance over to the following fiscal year, the 75 hour total will still be in effect. If an employee chooses to cash in their compensatory time balance at the end of the fiscal year, notice must be given no later than the end of the last pay period before the summer break.

#### Unit B

Bargaining unit employees in Unit B may earn up to fifty-two and one-half (52.5) hours of compensatory time in total without the opportunity for rolling accumulation. An employee may not accrue more than fifty-two and one-half (52.5) hours of compensatory time in any fiscal year. After securing prior supervisory approval for its use, Unit B employees shall be granted the use of earned compensatory time anytime during the fiscal year. However, any earned compensatory time not used by Unit B employees by the end of the fiscal year, June 30, shall be paid out in cash on the next available pay period in July.

In regards to compensatory time, bargaining unit employees shall make their choice known to their supervisor no later than at the end of the work week in which the overtime was earned.

Compensatory time earned by bargaining unit employees in Unit B and not used by June 30 of each fiscal year, shall be paid out by the functional area(s) where it was earned.

### ARTICLE XIII

#### WORK CLOTHING

##### Section 1.

A. It is agreed that when uniforms are required in Unit A, the Employer will determine the style of uniform to be used. The Employer will consult with a committee of no more than 5 (five) bargaining unit employees, representative of both genders, each bid location, and each job classification, selected by the Union prior to making that selection.

B. The Employer agrees to furnish and replace uniforms provided by the Employer without any cost to the employee. An employee aggrieved over maintenance or replacement of uniforms shall abide by the grievance procedure established in this Agreement.

C. The uniforms provided by the Employer may only be worn to and from work and while performing assigned work.

D. An employee may provide his/her own uniform only if he/she has prior approval. Said uniforms will be laundered and cleaned only if this can be done with the other uniforms in that department. The University will provide no allowance to an employee if he/she chooses to buy his/her own uniform

nor will the University replace uniforms purchased by an employee; however, the University provided uniform shall be available to the employee when he/she so desires.

E. If the University requires a specific style and type of shoes, except for color, the Employer shall purchase shoes.

## ARTICLE XIV

### DISCIPLINE

#### Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include the following:

- a. Oral Reprimand;
- b. Written Reprimand;
- c. Suspension (notice to be given in writing); and
- d. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee for just cause.

Discipline shall be imposed as soon as possible after the Employer is aware of the event or action given rise to the discipline and has a reasonable period of time to investigate the matter.

#### Section 2. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

### Section 3.

An employee subject to an employment investigation shall be entitled to the presence of a Union Representative at an investigatory interview if he/she requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

### Section 4.

Notations of the date and reason for the oral reprimand may be placed in the employee's personnel file and the Union shall be entitled to a copy of the notation.

In cases of oral and written reprimands, the supervisor will inform the employee that he/she is receiving a reprimand and also inform he/she of their right to union representation if so requested.

### Section 5. Pre-Disciplinary Meeting

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated measure of discipline to be imposed, the University shall meet with the employee and a Union Representative if so requested, and inform them of the reasons for such contemplated disciplinary action including the names of any witnesses and copies of pertinent documents. The employee and the Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline.



## Section 6. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral warning, the University shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

## Section 7. Removal of Discipline

When requested by the employee and/or union representative, notations of oral reprimands or written reprimands shall be removed from an employee's record if twelve (12) months have passed without the employee receiving an additional reprimand for the same or a similar offense.

Outdated oral and written reprimands may not be used against the employee for further discipline.

## Section 8. Counseling

The Supervisor is encouraged to utilize counseling prior to administering discipline to a Bargaining Unit member. When counseling is used, a notation of such counseling session shall be placed in the Supervisor's file with a copy of the notation to the employee.

## ARTICLE XV

### HOLIDAYS

#### Section 1.

All bargaining unit employees covered by this Agreement shall be allowed the following holidays with pay: New Year's Day, Martin Luther Kings' Birthday (as assigned by the University); Lincoln's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day; day before or after Christmas Day; day before or after New Year's Day. The latter two holidays shall be observed so as to provide a long weekend, except when Christmas Day and New Year's Day fall on a Wednesday, either the day before or day after shall be observed.

#### Section 2.

Employee(s) on layoff status shall be considered in a pay status for purposes of holiday pay and shall receive holiday pay for the above listed holidays occurring during the first twenty-one (21) calendar days of the layoff.

#### Section 3.

Whenever an employee is required to work on any of these holidays, he/she shall receive premium compensation at the rate of one-and-one-half (1 1/2) times his/her regular rate of pay in addition to his/her regular pay. Employees' regular working schedules will determine holiday employment.

#### Section 4.

When a holiday falls on the sixth (6th) day of the work week, the day preceding it shall be recognized as a holiday, and when a holiday falls on the seventh (7th) work day of the work week, the day following it shall be recognized as a holiday. However, if a holiday, or days recognized as such, falls during the two-day interval the employee is not scheduled to work and he does not work, he shall receive seven and one-half (7 1/2) hours pay at the straight time rate. This time shall not be used in computing eligibility for premium pay. For pay purposes, premium compensation as provided in Section 3 shall be paid for work performed on the day recognized by the Employer when the holiday falls on the sixth (6th) or seventh (7th) day of the work week.

#### Section 5.

Whenever a holiday occurs during an employee's vacation or sick leave, such holiday shall be paid, but shall not be counted as part of the vacation or sick leave.

#### Section 6.

Whenever a holiday occurs within the thirty-seven-and-one-half (37 1/2) hour work week, the holiday shall be considered part of the thirty-seven and one-half (37 1/2) hour work week for the purpose of computing overtime worked on their regular scheduled day off.

Section 7.

An employee who is scheduled to work on a calendar holiday which falls on Saturday or Sunday may request on an individual basis to be relieved of assignment on the calendar holiday and work on the day the Holiday is celebrated by the University. Such a request shall require the approval of the responsible supervisor and shall consider the operational requirements of the Employer.

In no event shall this Section be construed to qualify an employee for premium pay where he/she would not otherwise have been eligible on the basis of his/her regularly assigned work schedule.

ARTICLE XVI  
ACCRUED LEAVE

Section 1.

All non-exempt bargaining unit employees who have completed a six-month probationary period shall accrue and have available accrued leave in accordance with the following schedule:

Completed Status Service		Rate Earned Per Hour of Pay Approx. Days In (Exclusive of Overtime)	Years of Service Days Earned in One Year
At Least	Not More Than		
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14	--	.0962	25

Section 2.

In the year in which the employee, after completion of the probationary period, leaves the service of the University for any reason, including death, a proportionate part of annual accrued leave pay will be allowed.

### Section 3.

An employee may not accumulate more than two (2) times his current annual accrued leave. Upon reaching this maximum, he/she will cease to earn leave except as the accumulation is reduced. Extra pay in lieu of accrued leave will not be allowed. Accrued leave will be granted to the extent that credits for accrued leave are available and can be used by an employee at any time and for any reason, provided a request for accrued leave is submitted prior to the absence and such leave will not interfere with the operations. The Employer will make every effort to respond to a written request for accrued leave within three (3) work days. Holidays recognized by the University are not counted as part of the leave.

### Section 4.

A part-time, permanent and continuous employee will receive the accrued leave provided for his/her years of service pro-rated on the basis of his/her Civil Service appointment.

### Section 5.

No accrued leave will be available for employees who do not complete six (6) months of continuous service.

Section 6.

Employees will not be denied the credit of accrued leave during the first one hundred (100) accumulative work days of layoff each calendar year, provided the employee is recalled from each layoff period.

Section 7.

Each Bargaining Unit employee may use two (2) accrued leave days per contract year as personal days. Personal days requested by the employee may be approved subject to the operating needs of the unit.

Section 8.

Seniority shall prevail in each classification in regard to vacation periods.

ARTICLE XVII

SICK LEAVE

A. Sick leave with pay shall be granted in accordance with Board of Trustees Regulations. Sick leave benefits shall be in accordance with the Board of Trustees Regulations for Civil Service Employees.

B. Each employee shall accumulate sick leave with full pay at the rate of one (1) working day for each month of service. Amount of leave accumulated at the time when any disability begins shall be available in full and additional leave shall continue to be earned while an employee is using that already accumulated. There shall be no limit in the amount which may be accumulated.

C. Sick Leave may be used by the employee for his/her own or a family illness.

D. Any eligible employee may use up to twelve (12) days of earned Sick Leave per calendar year for absences resulting from the illness or injury of a parent, spouse, or child. The use of Sick Leave for familial purposes in excess of the twelve (12) day limit may be granted by the Employer representative upon evidence of need and recommendation of the supervisor.

E. The employer may only require an employee to furnish sufficient evidence of appropriate use of sick leave when it has reason to suspect abuse or for reasons of approving appropriate leave time under the Regulations.

## ARTICLE XVIII

### RELATED BENEFITS

A. In the event of a death in his/her immediate family, an employee shall receive, upon request, three (3) regularly scheduled work days off within a period of five (5) consecutive work days commencing from the date of occurrence. During such leave the employee shall be paid his/her base hourly rate. Bereavement Leave shall be taken in no less than one-half (1/2) day increments. Bereavement Leave may be supplemented by using vacation or sick leave at the employee's choice upon approval by the employer, provided an accrual balance is available.

The employee's immediate family shall be defined as spouse, child, stepchild, mother, father, stepmother, stepfather, brother, sister, grandmother,



grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin, or a member of the immediate household.

The employees of the bargaining units shall be entitled to the benefits as provided to civil service employees by Board of Trustees Regulations, including Sections II.A.9. and II. C.7 as indicated: Educational Benefits, Section II.C.7.h.; Parental Leave (FMLA), Section II.C.7.e.; Court Required Service, Section II.A.9.c.; Sick Leave, Section II.C.7.d.; 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.

Bargaining unit employees are entitled to the National Defense Authorization Act, Public Law 110-181, 820 ILCS, Family Military Leave Act.

B. Should the Employer, through its Regulations, provide additional benefits to all civil service employees, those benefits shall be subject to negotiation for permanent inclusion in the contract at the next scheduled re-opener. However, the newly designated benefit will apply to employees in the bargaining units between the date of implementation and the conclusion of the negotiations in which the benefit is the subject of discussion.

C. In the event the Illinois Pension Code, 40 ILCS5/1-101 et seq., (Sick Leave Pay-out) is amended or repealed, the parties agree that the Board of Trustees Benefit Regulations regarding payment for Sick Leave, as they affect

Bargaining Unit employees, shall be automatically amended or repealed consistent with that action.

## ARTICLE XIX

### NO SUB-CONTRACTING

#### Section 1.

During the term of this Agreement, the Employer shall not contract or subcontract any duties performed by any of the classifications in the bargaining units covered by this Agreement.

## ARTICLE XX

### LABOR MANAGEMENT CONFERENCES

#### Section 1.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives, and the Director of Employee and Labor Relations or designee. Such meetings shall be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting normally shall be limited to:

a) Discussion on the implementation and general administration of this Agreement.

b) A sharing of general information of interest to the parties.

Both parties understand the importance of good labor relations and feel that communications between labor and management is of the utmost significance. To that end, the parties agree that there will be quarterly labor-management meetings with representatives from each group (i.e., Food Service, Building Service, etc.) in order to effectively resolve or communicate any issues the parties may have. However, it is agreed herein that Labor/Management meetings may be called by either party at any time in order to address issues that may come up prior to the quarterly meetings.

Section 2.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3.

The Employer will allow up to five (5) employees in the bargaining unit to attend such conferences without loss of pay. However, the employees must give reasonable notice to their supervisor of their intended absence and the supervisor may grant such time consistent with the operating needs of the University. All labor-management conferences will be arranged between the Union and the Office of Employee and Labor Relations. All meetings will include an agenda, attendees, time and location. Any travel or subsistence expenses associated with any "labor-management conference" shall be the responsibility of the employee.

ARTICLE XXI

STAFFING PLAN

The purpose of the following staffing plan is to protect the integrity of the bargaining units and to prevent eroding of such units. However, the Union and the Employer jointly recognize and support the concept of student employment or assistance to provide opportunities within the University educational environment. To that end this Article is to provide the University with the use of students to assist in the performance of functions normally performed by employees within these bargaining units.

## Section 1.

The Union recognizes the right of the Employer to employ students. However, within each of the below listed University units (re: Article XI, Section 5), the following student employee to bargaining unit employee staffing ratio shall be maintained. Such ratio shall not be increased during the term of the Collective Bargaining Agreement between the parties. However, the Employer may increase the number of bargaining unit employees without regard to the ratio.

### Unit I - Housing Food Services

Three and five-tenths (3.5) hours of student work for every one (1) hour of bargaining unit work.

### Unit II - Housing Custodial Services

Twenty (20) minutes of student work for every one (1) hour of bargaining unit work.

### Unit III - University Union Custodial Services

a) Twenty (20) minutes of student work for every one (1) hour work of bargaining unit work.

b) Student work shall not cause any displacement of bargaining unit work.

### Unit IV – Facilities, Planning and Management Custodial Services

Twenty (20) minutes of student work for every one (1) hour of bargaining unit work.

## Unit V - Moving Crews (Facilities & Housing)

Thirty (30) minutes (with averaging) of student work for every one (1) hour of bargaining unit work.

### Section 2.

Student employment shall be in accordance with the State Universities Civil Service System Statute and Rules.

### Section 3.

Student employees shall not be used in any detrimental way so as to cause the elimination, abolishment, displacement or replacement of a bargaining unit employee, or to fill an existing or new bargaining unit position, nor to avoid payment of overtime.

### Section 4.

The Union shall have the right to inspect time records of student employees and the Employer shall furnish other relative information upon request by the Union upon showing cause for such records and/or information. Any such request must be made to the Director of Human Resources or designee and by the Local Union President or Staff Representative.

ARTICLE XXII  
HEALTH AND SAFETY

Section 1.

The Employer and the Union are committed to providing a safe and healthful work place and to attempt to correct hazards. To accomplish this end, the parties agree to establish a joint Labor/Management Safety and Health Committee consisting of one (1) bargaining unit employee (Name to be submitted by the Union to the University Safety Coordinator by September 15 of each contract year.) and the University Safety Coordinator which shall meet at mutually agreed times for the purpose of identifying and recommending corrective action on unsafe or unhealthy working conditions which may exist.

1. The labor member shall be chosen by the Union.
2. All Committee meetings shall be conducted during regular working

hours.

Section 2.

Where, as a result of Committee meetings unsafe or unhealthy working conditions are identified, the Employer shall attempt to correct it within a reasonable time.

## ARTICLE XXIII

### HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

#### Section 1.

During the terms 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, Pension.

#### 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 (820 ILCS) and Occupational Diseases Act (820 ILCS 3/0).

#### 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 XXIV

### TERMINATION

#### Section 1.

This Agreement shall be effective September 15, 2015, and shall continue in effect through September 14, 2020. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

#### Section 2.

The parties agree to extend this Agreement during the period of negotiations for a new Agreement or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

Section 3.

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 or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order, or final adjudication, but in all other respects the provisions and applications or provisions of this Agreement shall continue in full force and effect of the life thereof.

ARTICLE XXV


PARKING

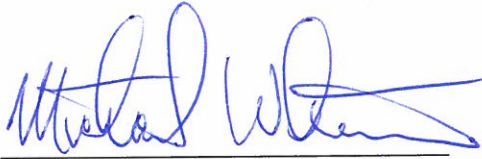
Staff parking permits will be \$100/year.


ARTICLE XXVI


ACCEPTANCE BY PARTIES

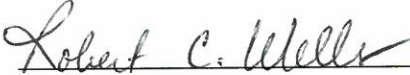
We hereby state that the foregoing instrument consisting of pages numbered one (1) to seventy-seven (78) inclusive is mutually acceptable to the parties, and both parties covenant to maintain it and obey its provisions during the period of its effectiveness.


  
\_\_\_\_\_  
Amie Calvert  
Employee & Labor Relations

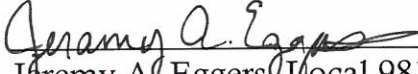
  
\_\_\_\_\_  
Michael Wilmore  
AFSCME Council #31

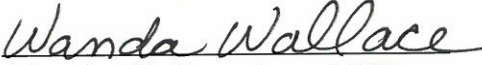
  
\_\_\_\_\_  
Paul A. McCann  
Interim Vice President for  
Business Affairs


  
\_\_\_\_\_  
Renee Kerz, Local 981 President


  
\_\_\_\_\_  
Robert Wells, Local 981

  
\_\_\_\_\_  
Robert L. Miller  
General Counsel

  
\_\_\_\_\_  
Jeremy A. Eggers, Local 981

  
\_\_\_\_\_  
Wanda Wallace, Local 981

  
\_\_\_\_\_  
David M. Glassman  
President  
Eastern Illinois University

  
\_\_\_\_\_  
Max Carpenter Jr., Local 981

Date: 3-7-18

Date: 3-21-18

ADDENDUM A

A. Classifications - Base Hourly Rate      Effective Dates

<u>UNIT A</u>	9-15-15	9-15-16	9-15-17	9-15-18	9-15-19
	0%	0%	1%	1%	1%
Cook's Helper	16.80	16.80	16.97	17.14	17.31
Culinary Worker III	17.64	17.64	17.82	18.00	18.18
Food Service Sanitation Lab	17.64	17.64	17.82	18.00	18.18
 <u>UNIT B</u>					
Route Driver	14.45	14.45	14.59	14.74	14.89
Building Service Worker	19.14	19.14	19.33	19.52	19.72
Building Service Sub-Foreman	20.31	20.31	20.51	20.72	20.93
Mail Messenger	21.27	21.27	21.48	21.69	21.91
Maintenance Worker Repairman	21.22	21.22	21.43	21.64	21.86
Locker Room Attendant	19.24	19.24	19.43	19.62	19.82
Laborer Electrician	21.46	21.46	21.67	21.89	22.11
Pest Controller	20.51	20.51	20.72	20.93	21.14
Building Mechanic	22.29	22.29	22.51	22.74	22.97
Storekeeper I	16.93	16.93	17.10	17.27	17.44
Storekeeper II	20.14	20.14	20.34	20.54	20.75

Effective September 15, 2015- Raise will be zero percent (0%) across the board.

Effective September 15, 2016- Raise will be zero percent (0%) across the board.

Effective September 15, 2017- Raise will be a one percent (1%) across the board wage increase (retroactive to September 15, 2017). In addition, all members shall receive a quarter percent (.25%) lump sum payment not added to base wages.

Effective September 15, 2018- Raise will be a one percent (1%) across the board wage increase.

Effective September 15, 2019- Raise will be a one percent (1%) across the board wage increase. The parties agree that the Union may request a wage opener (prior to September 15, 2019).

For years three, four, and five of the Agreement, if any other Unions (excluding FOP and UPI) receive university negotiated rates above a one percent (1%) across the board wage increase; all members shall receive the higher increase of the effective year.

In order to be eligible for retroactive payment of salary as stated in this Agreement, a person must be an employee of the University in the pay period in which the increases are processed for payment, or have retired from University service between September 15 of each contract year, and the previously mentioned pay period.

#### B. Starting Rates

a.) The initial starting salary for persons employed in classifications covered by Unit "A" and Unit "B" shall be \$2.50 per hour below the base rate of pay for the first six (6) months of employment and fifty (50) cents below the base rate of pay for the next six (6) months of employment. After the completion of one (1) year of employment, bargaining unit employees are to be paid the base rate of pay for their classification.

### C. Shift Differential

A shift differential of fifty-five cents (\$.55) per hour shall be added to an employee's base hourly rate for all hours worked if they work half or more of their hours on their regularly scheduled shift for the day between the hours of 2:00 p.m. and 10:29 p.m.

A shift differential of seventy-five cents (\$.75) per hour shall be added to an employee's base hourly rate for all hours worked if they work half or more of their hours on their regularly scheduled shift for the day between the hours of 10:30 p.m. and 4:59 a.m. or if employees start their regularly scheduled shift before 4:00 a.m.

The shift differential rate received by the employee when working their regularly scheduled shift shall be added to the hourly rate for all non-work hours paid for as holidays, "bonus" holidays, sick leave and accrued leave, provided the employee was receiving a shift differential immediately prior to using these benefit hours and/or would otherwise be scheduled during the holidays or leave(s) so as to receive a shift differential for actual hours worked.

### D. Superior Performance Awards

In the event that Superior Performance Awards are reestablished at EIU, all members shall be eligible.

## ADDENDUM B

### A. Moving Crew Differential

Employees who work a moving crew assignment shall receive the payment of a wage differential of seventy-five (\$.75) cents per hour. The payment of a wage differential for moving crew work will be made in one-half hour increments for actual time spent in performance of moving duties.

Moving crew duties shall be defined as the physical relocation of furniture or equipment which is specifically assigned to the crew by unit supervisory personnel. Employees of the University shall be allowed flexibility to move small furniture, small office equipment, etc., within the same department within a reasonable manner without using the moving crew. Recognized University student organizations may be allowed to perform moving activities related to that student organization's functions only.

Assignment to the moving crew will be by seniority from among those who bid this duty. However, the University shall have the right to bypass an employee should they be physically unable to perform the required work. Further, the University shall have the right to remove an employee from the moving crew should the employee become injured or otherwise disabled from performing the functions required.

B. Non-Moving Crew Differential

When building service workers, other than those assigned to the moving crew, are assigned and do perform duties requiring the moving of furniture and equipment they shall receive a wage differential payment of seventy-five cents (\$.75) per hour for each one-half hour or part thereof spent in the performance of these duties.

A moving assignment shall be defined as the physical relocation of furniture or equipment which is specifically assigned to the employee by unit supervisory personnel. However, moving of furniture or equipment which is related to the performance of an employee's custodial duties shall not qualify for this differential.

The parties agree that in the event the moving of furniture or equipment is performed by other than bargaining unit employees the University shall not be held financially liable for wages or overtime through the grievance procedure unless such activity was authorized and assigned by a bargaining unit supervisor or management employee as that term is defined by the Illinois Education Labor Relations Act (IELRA).



## ADDENDUM C

The parties signed below, mutually agree to the terms and conditions set forth hereafter and further agree that this Addendum C shall be added to and become a part of the labor Agreement for the term of said Agreement.

### A. Summer Employment – Culinary Worker III

It is mutually understood and agreed that during the summer period, employees regularly classified as Culinary Worker III(s) shall not suffer a reduction in pay rate (from that of a Culinary Worker III) when classified and performing the duties of a Culinary Worker III's Helper, if the employee(s) continues to perform at least a majority of the normal duties of a Culinary Worker III.

### B. Additional Holidays

Any additional holidays not listed in Section One (1) of Article XV (15) and subsequently approved by the Board of Trustees shall automatically be added to and become a part of the list of holidays, during the life of this Agreement.

### C. Linen Service

During the terms of this Agreement, Building Service Workers shall not be required to provide linen service including, but not limited to, distributing linen, strip linens or make up beds, except that linen service as normally provided, shall be performed in University apartments occupied by Assistant Residence Hall Directors and Residence Hall Directors. It is further

understood and agreed that the Employer shall be free to employ students or other non-unit employees as required to perform linen service.

## MEMORANDUM OF UNDERSTANDING

By and between the Board of Trustees of Eastern Illinois University and the American Federation of State, County and Municipal Employees Council 31, Local 981, AFL-CIO.

The parties agree that Section B of Addendum A of their current collective bargaining agreement shall be interpreted so as to be applied only to employees, originally entering the bargaining unit.

## MEMORANDUM OF INTERPRETATION AND UNDERSTANDING

### Article 1, Section 1

The parties hereby agree to jointly interpret the language of the collective bargaining agreement in Article 1, Section 1 to include only those employees, in bargaining unit classifications, who are appointed to status positions as that term is defined by the State Universities Civil Service System.

The parties agree that the employer shall not make non-status appointments to abolish bargaining unit positions.

## MEMORANDUM OF AGREEMENT

### DISCHARGE

This Memorandum of Agreement entered into by and between Board of Trustees on behalf of Eastern Illinois University and the American Federation of State, County and Municipal Employees, Council 31 on behalf of Local #981.

The parties agree that the following provisions shall apply if an employee covered by this Agreement desires to challenge a discharge action taken Universities:

1. An employee notified of a discharge action who wishes to challenge said action may elect either (a) to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, VI, 250.110(f)(1) through (21), or (b) to file a grievance under Article VIII, Grievance-Arbitration Procedure of this Agreement.

2. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System to challenge the discharge, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance/arbitration procedures under Article VIII of this Agreement. The law provides, and the

parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

## MEMORANDUM OF UNDERSTANDING

### FOOD COURT

The parties agree that the implementation of a "Food Court" or any similar arrangement where private contractors provide their own food service personnel shall not be deemed as contracting or sub-contracting regarding Article XIX - NO SUBCONTRACTING in this Labor Agreement. This memorandum of understanding shall not apply to the residence hall food service operations. During the term of this Agreement, the implementation of a "Food Court" shall not result in the layoff of current food service workers in the bargaining unit.

## MEMORANDUM OF UNDERSTANDING

### UNIT A-ANNUAL BID

The Unit A-Annual BID will return to previous AFSCME Contractual language, Article IX Section 6. A & D.



## MEMORANDUM OF UNDERSTANDING

### FURLOUGHS

The parties agree that in the event of a demonstrable financial emergency, they shall have thirty days to come to agreement on furlough days implemented in accordance with IGP 189. If the parties are not able to agree upon furlough days within the 30 day period, management may proceed with a reduction in force through layoffs according to civil service rules and the collective bargaining agreement. Management reserves the right to initiate the layoff procedure during the above 30 day period.

The language in this Memorandum of Understanding will sunset on September 14, 2015.