

AGREEMENT

by and between

The Board of Trustees

of

Eastern Illinois University

and

Plumbers and Steamfitter Local No. 149
of the United Association AFL-CIO

June 1, 2006 through May 31, 2009

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PREAMBLE

This Agreement made and entered into this June 26, 2006, by and between the Board of Trustees on behalf of Eastern Illinois University, hereinafter referred to as the Employer, and the Plumbers and Pipefitters Local #149, hereinafter referred to as the Union.

1.1 Objective:

Both parties mutually agree that their objective is for the good and welfare of the University and Union members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereinafter set forth and agreed upon. The Employer and Union regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public, fellow employees and students.

ARTICLE I UNION RECOGNITION

Section 1.01

The Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of establishing wages, hours and conditions of employment for probationary and status plumbers, pipefitters, subforemen plumbers, and subforeman pipefitters classifications as provided for in Illinois Compiled Statutes, Chapter 115, Page 5/1, certified by the Illinois Educational Labor Relations Board on December 9, 1997 (Case No., 98-RC-0004-S), and such other classifications as may be added by agreement of the Employer and the Union.

Section 1.02

The classifications used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications will continue to be utilized by the Employer.

ARTICLE II NON-DISCRIMINATION

Section 2.01: Prohibition Against Discrimination

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee on the basis of race, sex, creed, marital status, national origin, age, religion, disability (mental or physical), veteran status, or sexual preference. Complaints involving discrimination or sexual harassment shall be reported to the Office of Civil Rights, Affirmative Action, and Diversity.

Section 2.02: Non-Discrimination Against Union

Both parties agree that there shall be no discrimination against officers and members of the union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the union and its members.

ARTICLE III UNION RIGHTS

Section 3.01: Union Steward or Designee

The Union Steward or designee, upon receiving approval from the appropriate supervisor, shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes provided this absence does not interfere with the Employer's operations. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

Section 3.02: Bargaining Unit Employees

Employees, upon receiving approval from the appropriate supervisor, shall be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being a Union Representative, witnesses, or grievants, and such attendance does not substantially interfere with the Employer's operations.

ARTICLE IV CHECK-OFF & FAIR SHARE

Section 4.01: Dues Check-Off

The Employer agrees to deduct Union dues and working assessment from the pay of those employees who individually request it. Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues, working assessment and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, working assessment or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.

Section 4.02: Fair Share

Pursuant to Section 1711 of IRS Chapter 48, Section 1701 et seq. (Illinois Educational Labor Relations Act), the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 24.01 of the Article, or if the Union otherwise demonstrates and verifies to the Employers satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such voluntary deduction shall remain in effect for the duration of this Agreement unless said amount is changed by action of the Illinois Educational Labor Relations Board (IELRB). Such voluntary deductions shall be forwarded to the Union along with the deduction provided for in Section 4.01.

Section 4.03: IELRB

The Employer and the Union are both cognizant of the provisions of the IELRB Act and Rules promulgated by the IELRB, which deals with the Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agrees to comply with and abide by all provisions of the Act and Fair Share Rules.

Section 4.04: Bonafide Exception Criteria

In the event that any employee covered hereby is precluded from making a Fair Share contribution as required by Section 4.02 hereof on account of a bonafide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee, makes contributions at least equal in amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose, the Union shall certify to the Employer the names of all employees covered hereby who are relieved of this obligation to pay a Fair Share by virtue of this Section and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share involuntary deduction.

Section 4.05: Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article and including any charge that he Employer failed to discharge any duty owed to its employees arising out of the Fair Share or Dues Check-Off Article.

ARTICLE V MANAGEMENT RIGHTS

Section 5.01

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State Universities Civil Service System of Illinois or the rules governing the Board of Trustees of Eastern Illinois University, 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.

Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

1. determine the overall budget of the Employer;

2. determine, control and exercise discretion over the organization and efficiency of operations;
3. direct the employees, including the right to assign work and overtime;
4. hire, examine, classify, promote, upgrade, train, transfer, assign, and schedule employees in positions with the Employer;
5. suspend, demote, discharge, or take other disciplinary action against bargaining unit employees for just cause;
6. increase , reduce , change , modify , or alter the composition and size of the work force , including the right to relieve Employees for health and safety reasons;
7. set standards for services;
8. determine the locations, methods, means and personnel by which operations are to be conducted; including the right to determine whether services are to be provided;
9. change or eliminate existing methods, equipment or facilities;

The Union in recognizing the Employer's rights to manage its operations agrees to cooperate in creating the highest degree of efficiency in such operations.

ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION

Section 6.01: Purpose

The purpose of the grievance procedure is to secure, at the lowest possible level, a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and cooperatively.

Section 6.02: Grievance Defined

A grievance is defined as a claim by an employee or the Union concerning a violation of a specific provision(s) of this Agreement. Any grievance filed shall be on a form prescribed by the Employer (Addendum B) and refer to the specific provision of the Collective Bargaining Agreement alleged to have been violated. The grievant and/or the Union shall set forth the facts pertaining to the alleged violation. Grievants shall be permitted, as specified in Article III (Union Rights), Section 3.02, to attend the grievance hearing without loss of pay if the meeting is scheduled during working hours.

Section 6.03: Grievance Procedure

It is agreed that the steward and/or subforeman and the affected employee(s) will first discuss problems within the bargaining unit and attempt to settle the matter prior to accessing the formal grievance procedure.

STEP 1: If the matter is not resolved informally within the unit, within 5 working

days after the occurrence, or within 5 working days after the grievant knew or should have known of the conditions causing the grievance, the grievant and the Union shall orally present the grievance to the designated supervisor outside the bargaining unit. The designated supervisor shall provide an oral response within 5 work days after such presentation.

STEP 2: If the issue is not resolved within the bargaining unit or at Step 1 and the employee wishes to formally file a grievance, the employee and/or a Union representative shall have five (5) working days from the date of the Step 1 response to file a written grievance. The written grievance shall be presented to the Director of Facilities Planning and Management or designee. The Director or designee shall respond in writing within ten (10) working days.

STEP 3: If a grievance is not resolved at Step 2, the same written grievance shall be presented, by the Union, to the Director of Employee & Labor Relations or designee within five (5) working days after the Step 2 response. The Director of Employee & Labor Relations or designee shall conduct a hearing on the grievance within ten (10) working days. The Director or designee shall respond in writing within five (5) working days after the hearing.

6.04 Arbitration

A. If the grievance is not resolved with the Step 3 response, the same written grievance may be referred to arbitration by notifying the Director of Employee and Labor Relations or designee in writing within five (5) working days after the receipt of the third step response. The parties agree that only the Employer and the Union have the right to submit a grievance to arbitration. The Director of Employee and Labor Relations or designee 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 American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually acceptable service 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. A date and time for the arbitration hearing shall be established subject to the reasonable availability of the parties.

B. Both parties agree to attempt to arise at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer and the Union has the right to request the arbitrator to require the presence of witnesses and/or the production of 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 at the arbitration hearing.

C. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement. The decision of the

arbitrator shall be final and binding on the parties. The expense and fees of the arbitrator and the associated cost of the arbitration shall be shared equally by all parties. However, the party canceling the arbitration hearing without prior written approval of the other party, shall be responsible for the cancellation fee and all associated expenses.

- D. Unless mutually agreed to otherwise, grievance and arbitration hearings shall be held on the campus of Eastern Illinois University or within the City of Charleston, IL.

Section 6.05

- A. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not filed or appealed within the designated time limits shall 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. The parties agree that probationary dismissals and classification audit decisions shall not be grievable under the Grievance/Arbitration Article of the Agreement.

Section 6.06: Discharge/Demotion Options

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the union and employee shall be notified of the intent to discharge/demote. The parties agree that the Union shall have the right to pursue a discharge/demotion decision either through the Grievance/Arbitration Article of the Agreement or the Civil Service Merit Board Appeal Process. The parties agree that the process not chosen is thereby waived. Discharge/demotion grievances shall be filed at the third Step of the grievance process. Discharge/demotion appeals to the Merit Board shall be as outlined in the State of Illinois Universities System Statute and Rules.

ARTICLE VII NO STRIKE OR LOCKOUT

Section 7.01: Union

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 controversies over hours, wages and terms and conditions of employment, there shall be no strikes, work stoppages, slowdowns, pickets, or any other form of concerted, collective or individual job action during the term of the Agreement.

Section 7.02: Employer

During the term of the Agreement, no lockout of bargaining unit employees shall be instituted by the Employer or their representatives.

**ARTICLE VIII
HOURS OF WORK & OVERTIME**

Section 8.01: Work Week

The normal work week for bargaining unit employees shall be 12:01 a.m. Monday through 12:00 midnight Sunday. The basic work schedule for all employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours and five (5) consecutive working days of seven and one-half (7.5) hours each, Monday through Sunday. At the mid-point of a seven and one-half (7.5) hour work schedule, employees may receive a thirty (30) minute unpaid lunch period. Except for the following, the normal work schedule is 7 a.m. to 3 p.m. Monday through Friday:

Environmental Control Shop:

1 Employee 7 a.m. to 3 p.m. Sunday through Thursday

Pay shift pay for working regular shift on Sunday. Pay shift pay when using accrued leave on Sunday.

1 Employee 7 a.m. to 3 p.m. Tuesday through Saturday

Pay shift pay for working regular shift on Saturday. Pay shift when using accrued leave on Saturday.

1 Employee 2 p.m. to 10 p.m. Monday through Friday

Pay shift pay for working regular shift. Pay shift when using accrued leave or for a holiday, worked or not.

Plumbers Shop:

1 Employee 9:30 a.m. to 6 p.m. Monday through Friday

Pay shift pay for working regular shift. Pay shift pay when using accrued leave or for a holiday, worked or not.

Only employees assigned on a regular basis on one of the above shifts shall be eligible for shift pay. However, if the Employer finds it necessary to temporarily replace a shift employee, due to illness, disability, extended vacation and/or related reason(s), then the Employer may pay shift to the replacement when the employee is notified twenty-four (24) hours in advance and overtime if less than twenty-four (24) hours notice of the shift to be filled.

Section 8.02: Overtime

The first two (2) hours worked in excess of the seven and one-half (7.5) hours scheduled work day, the first nine and one-half (9.5) hours worked on the sixth day of the employee's work week and the first seven and one-half (7.5) hours on a paid holiday shall be paid at one and one-half (1 ½) times the employee's straight time base rate of pay. All work performed on the seventh day of an employee's work week, and all work performed in excess of nine and one-half (9.5) scheduled hours shall be paid at the double time the employee's straight time base rate of pay. Scheduled work is defined

as work assigned by a supervisor to an employee(s) twenty-four (24) hours in advance of said assignment and it is additional work outside ones normal work schedule.

Section 8.03: Call Back/Call In

When a bargaining unit employee is called in or back to work i.e., unscheduled overtime, on a day when work has been completed and the employee has left the University or on the employee's regularly scheduled days off, the employee shall be compensated for a minimum of two (2) hours of pay at double time the employee's straight time base rate of pay. If an employee is required to continue working beyond the two (2) hour minimum call back time, the employee shall be paid at double the straight time base rate of pay for such additional time worked.

Section 8.04: Paid Rest Period/ Clean-up Period

Bargaining unit employees shall normally receive a thirty (30) minute paid rest period during their shift at a time designated by the University. Employees shall be permitted to a ten (10) minute paid clean-up period at the end of their shift. The paid rest period shall not be accumulated and/or used for the purpose of late arrivals, early departures, or extension of the meal period.

Section 8.05: Shift Bid

Bargaining unit employees shall have the opportunity to select a work schedule based on seniority. Probationary employees shall be assigned to a shift by the Employer until the probationary period is successfully completed. Bids shall be conducted for implementation on the first pay period in April of each contract year and at the completion of a probationer's six (6) month probation.

Section 8.06: Shift Selection Process

For the purpose of shift assignments, the most senior employee desiring to work the shift shall have the first option of filling the shift. If the shift is not filled in this manner, then the following procedure shall be followed.

In the Plumbing shop, the least senior employee will fill the shift assignment.

In the Environmental control shop, the third person in seniority from the bottom shall have the first choice of shift assignment; the second person in seniority from the bottom shall have second choice of shift assignment and the remaining shift shall be filled by the least senior employee.

Section 8.07: Flexible Schedule

Based upon a request of a bargaining unit employee and prior approval of the supervisor, an employee's normal work schedule may be adjusted for a specified period of time not to exceed two hours. Such a voluntary request, if approved, shall not qualify the employee for overtime for such hours adjusted.

Section 8.08: 4 ½ Day Workweek:

For efficiency and for saving funds, the Employer may institute a four and one-half (4 ½) day (37 ½ hours) compressed workweek. The benefits and overtime pay Sections shall be amended to reflect the four and one-half (4 ½) day compressed work schedule.

ARTICLE IX BENEFITS

Section 9.01: Benefits Defined:

Unless amended elsewhere in this Agreement, bargaining unit employees 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. Section 2A.9 and C.7 as indicated: Limitations and Eligibility, Section II. C.7.a: Vacation Leave, Section II.C.b. Sick Leave, Section IIC.d.; Bereavement Leave, Section II.C.7.f.; Holidays, Section IIC.7.c.; Educational Benefits, Section II.C.7.h; Parental Leave, Section II.C7.e.; Court Required Service II.A9.c.; Extended Sick Leave, Section Iik.A9.f.; Emergency Leave, Section II.A9.e.; and Leave of Absence, Sections II. C7.g.,II. C9.

Section 9.02: Federal/State Laws

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.

Section 9.03: Health and Life Insurance, Pensions and Disability

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 the 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 (CMS) at a statewide level intended to apply to state Universities.

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 the Illinois Compiled Statutes, Chapter 40, Pension.

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 the Illinois Compiled Statutes, Chapter 820, Workers' Compensation and Occupational Diseases Act.

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.

Section 9.04: Sick Leave Buy Out

- 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 years as defined by the State Universities Retirement System (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.

ARTICLE X HOLIDAYS

Section 10.01: Designation of Holidays

The University observes eleven holidays and except in emergency situations or in order to maintain essential services, University facilities will be closed on these holidays and employees covered under this Agreement are not to report to work.

Section 10.02: Paid Holidays

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for the following eleven (11) holidays or days observed as such.

Day before or after New Year's Day
Martin Luther King Jr.'s Birthday
Lincoln's Birthday
Day after Thanksgiving
Day before or after Christmas Day
New Year's Day
Thanksgiving Day
Christmas Day
Memorial Day
Independence Day
Labor Day

For a work schedule other than Monday through Friday, the above Holiday or observed Holiday shall be as follows. When a Holiday or observed Holiday falls on a bargaining unit employees scheduled day off and s/he does not work, then the employee shall receive 7.5 hours at straight time base pay for the day. However, these straight times hours shall not qualify, nor be used to qualify, the employee for overtime pay.

ARTICLE XI LABOR MANAGEMENT CONFERENCES

Section 11.01: Purpose

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 Employer representatives at least twice each year. Agendas will be shared at least ten work (10) days in advance of the scheduled meetings.

Additional meetings may be requested by either party by placing in writing a request to the other party and providing the agenda for such meeting. Requests from the Union shall be addressed to the Director of Human Resources or designee. Requests from the Employer shall be addressed to the Business Agent.

Such meetings and locations shall be mutually agreed to, and the purpose of any such

meeting shall include but not be limited to:

- a. Discussing the implementation and general administration of this Agreement.
- b. Sharing general information of interest to the parties.

Section 11.02: Employee Attendance

The Employer will allow one (1) employee in the bargaining unit to attend such conferences. Attendance by the employee at the conferences during working hours shall be without loss of pay. However, the employee must give reasonable notice to the Foreman of the intended absence, and the Foreman may grant such time consistent with the operating needs of the Unit.

ARTICLE XII OVERTIME DISTRIBUTION AND EQUALIZATION

Section 12.01

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees within a classification and unit.

Section 12.02

Unless amended elsewhere in this Agreement, overtime shall be in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee shall be directed to work the hours.

Section 12.03

It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the foreman or supervisor determines that the eligible employee is not fully qualified to perform the work. Unless an emergency exists, the foremen will remain as the last person called.

Plumbing Shop:

The roster will be rotated annually of all eligible employees. The employee on first call this year will advance to the last employee on the call in list next year. All employees will eventually serve as first call in through this progression. If first call in cannot be reached, second call in will respond, etc. New employees after successfully completing probation will start at the bottom of the rotation list.

Environmental Control Shop:

The overtime roster will be updated as overtime hours are charged. First call for overtime shall be to the employee with the least charged overtime hours. For the purpose of equalizing the distribution of overtime, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. New employees after successfully completing probation shall be assigned the average amount of overtime hours to begin their rotation assignment.

Section 12.04: Probationary Employees

Probationary employees shall remain at the bottom of the overtime callback/in list until the successful completion of their probationary period. However, a probationary employee may be called back/in for an emergency or when the appropriate supervisor determines that the probationary employee could perform the overtime assignment, as set out in Section 12.02 and 12.03 above.

ARTICLE XIII SENIORITY

Section 13.01: Definition

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil Service System Statute and Rules.

Section 13.02: Seniority List

The Employer will provide current seniority lists that will be revised annually showing each employee's seniority and relative position.

Section 13.03: Layoff and Recall

When making a reduction in the number of bargaining unit employees due to the lack of work and when recalling employees, the following procedure will govern:

- a. Probationary employees will be laid off first, then employees with the least seniority.
- b. Recall of employees shall be by seniority i.e., most senior to return first

ARTICLE XIV TOOLS

Section 14.01: Tools

The Employer shall provide tools and equipment it deems necessary to complete assigned tasks.

Section 14.02: Clothing

Employees are expected to wear clothes appropriate for their trade and the work to be performed. No clothing allowance will be provided by the Employer. However, the Employer will provide all required safety apparatus.

ARTICLE XV SAFETY

Section 15.01: Compliance/Training

Both parties agree that employees covered by this Agreement shall comply with all safety rules and regulations established by the Employer, Illinois Department of Labor and those established for the protection of the public. Employees shall attend training programs that the Employer deems appropriate for their craft.

Section 15.02: Employer

The Employer will make reasonable and prudent efforts to respond to safety concerns of its employees.

ARTICLE XVI WORK JURISDICTION

Section 16.01: Bargaining Unit Work

Work normally performed by employees covered by this Agreement shall not be performed by management staff of the Employer except for the purpose of instruction or in emergency situations. An emergency is defined as an unexpected situation or occurrence that demands immediate attention.

Section 16.02: Dispute Procedure

In the case of jurisdictional disputes, 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 the Union will notify representatives of the Employer of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
- B. That the Employer will notify the Union representative of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
- C. That representatives from the Union(s) having the dispute shall meet within ten (10) work days after notification above (A or B) of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute;
- D. If an agreement satisfactory to the Union(s) involved is reached at said meeting, the agreement shall be submitted in writing to the Employer within five (5) work days after said meeting. The employer reserves the right to reject any agreement which may have adverse impacts. Adverse impacts is defined as a decision or agreement which would affect our ability to manage our operations. When such Agreement does not adversely affect the Employer, it shall be implemented within ten (10) work days.
- E. If an agreement satisfactory to the Union(s) is not reached at the meeting, the Employer may make new work assignments, change work assignments, or continue work assignments in accordance with University Civil Service System job classifications. However, the Employer may refrain from such assignment if the Union or other Unions submit to the Employer a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting.
- F. Without regard to implementation of a job assignment or assignments, the Employer will receive and give due consideration to recommendations or decisions from an authorized adjudicative body or arbitrator relative to a jurisdictional dispute between the 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 due to adverse impacts as defined above, the Employer shall place in writing to the Union the reason(s) for rejection within ten (10) working days of receipt. However, if no adverse impact exists as defined above, the Employer shall implement the decision within ten (10) days of receipt.

**ARTICLE XVII
PERIOD COVERED, STATUS DURING NEGOTIATIONS
AND COMMENCEMENT OF NEGOTIATIONS**

Section 17.01: Period Covered

This Agreement shall become effective upon ratification by the Plumbers and Steamfitters Local #149, of the United Association AFL-CIO and the Board of Trustees of Eastern Illinois University, and remain in full force and effect through May 31, 2009. This Agreement shall automatically be renewed thereafter unless either party notifies the other in writing at least sixty (60) days prior to its expiration of a desire to modify it, in which event negotiations will be undertaken without undue delay.

Section 17.02: Status During Negotiations

Once the notice called for above has been given, this Agreement shall remain in full force and effect until a new Agreement is reached or until this collective bargaining Agreement is terminated by one party giving the other ten (10) days notice that it shall be terminated.

Section 17.03: Commencement of Negotiations

The party giving notice of a desire to modify the Agreement shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The party receiving said notice may propose additional changes to the Agreement in writing.

**ARTICLE XVIII
LIMITATION OF AGREEMENT AND WAIVERS**

Section 18.01: Subject to Rules

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees, 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 18.02: Unlawful

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, all other provisions of this Agreement shall continue in full force and effect.

Section 18.03: Agreement

The parties acknowledge that during negotiations, which resulted in an Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Where past practice conflicts with the expressed terms of the Agreement, the Agreement shall prevail.

ADDENDUM A WAGES

Section 1: Wages

During the term of this Agreement, bargaining unit employees shall receive the wage rate from their classification as certified by the Department of Labor for Plumbers and Pipefitters in Coles County. The Subforeman rate of pay shall be two dollars (\$2.00) above the Department of Labor certified rate in Coles County for Journeymen Plumbers and Pipefitters.

Changes in the basic rate of pay and effective date for all bargaining unit salary increases shall be based on the Department of Labor certified rate.

Section 2: Shift Pay

Bargaining unit employees working a shift schedule as outlined in Article VIII, Hours of Work and Overtime, Section 8:01, Work Week, shall be paid an additional seventy-five cents (75 cents) per hour (1/2 hour minimum). Shift pay shall be added to the employees base wage for holidays, accrued leave and when computing overtime. If the overtime hours worked immediately precede the employee(s) regular shift or immediately follows the employee(s) regular shift, then the shift employee shall receive shift pay for all these hours as well. Otherwise, the shift employee would be entitled to regular overtime pay or call-in pay.

Section 3: Professional Licenses

Bargaining unit employees who are required by the State of Illinois or the State Civil Service System to possess a license for the job to which they are currently employed, shall be paid by the Employer.

Section 4: Temporary Upgrade

When a journeyman pipefitter or plumber is temporarily upgraded to subforeman by the Employer, the employee shall be paid two dollars (\$2.00) above the Journeyman's base rate of pay.

In the absence of the plumber foreman for a complete work shift or more, the Employer shall upgrade a journeyman plumber to subforeman during this absence. If the foreman is gone ½ day or less, the Employer is not required to temporarily upgrade a journeyman plumber to subforeman.

**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"

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives.

Lloyd M. Leonard
Assistant Director

Larry L. Swope
Business Manager/Financial Secretary
Plumbers & Pipefitters Local #149

Robert F. Wayland, Director
Employee & Labor Relations

Jeffrey L. Cooley
Vice President for Business Affairs

Louis V. Hencken, President
Eastern Illinois University

Date

Date

MEMORANDUM OF UNDERSTANDING

The parties agree that Local #149 will provide training for bargaining unit employees.