

AGREEMENT

by and between

The Board of Trustees

of

Eastern Illinois University

and

Painter's District Council #58

May 1, 2005 through April 30, 2010

COLLECTIVE BARGAINING AGREEMENT
 by and between
 BOARD OF TRUSTEES
 of
 EASTERN ILLINOIS UNIVERSITY
 and
 PAINTER'S DISTRICT COUNCIL #58

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PREAMBLE

This Agreement made and entered into this 25th of April 2005, by and between, the Board of Trustees on behalf of Eastern Illinois University, hereinafter referred to as the Employer, and the Painter's District Council #58, 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 recognize the Union as the exclusive collective bargaining representative for the purposes of establishing wages, hours and conditions of employment for probationary and status painters and subforemen painters classifications as provided for in Illinois Compiled Statutes, Chapter 115, Page 5/1, certified by the Illinois Educational Labor Relations Board on January 29, 1998 (Case No., 98-RC-0007-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), or veteran status. 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 grievant, 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 Employer's 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 agree to comply with and abide by all provisions of the Act and Fair Share Rules.

Section 4.04: Bona fide 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 bona fide 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 the 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 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 AND ARBITRATION PROCEDURE

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 a written response within 5 workdays 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 and Labor Relations or designee within five (5) working days after the Step 2 response. The Director of Employee and 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.

Nothing in this Agreement or Article prevents an employee from presenting a grievance to the Employer and having it heard and settled without the intervention of the Union. The Union shall be afforded the opportunity to attend such conference and any settlement made shall not be inconsistent with the terms of the Agreement in effect between the Employer and the Union.

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 arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer and the Union have 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. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.
- E. 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 advanced to the next step or appealed within the designated time limits shall automatically advance the grievance to the next step of the grievance process.
- 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
WAGES**

The parties agree that the wage rates (Addendum A) for bargaining unit employees were arrived at through negotiations.

It is agreed by the parties that these wage rates were established using the wage rates previously negotiated in the Painters' Local #363 area agreement as a point of reference. It is further agreed that the parties will use the wage rates provided in the Painters' Local #363 area agreement as a point of reference for negotiation on wages; however, this provision is not to be construed as a me-too provision in this agreement.

The parties also agree that if the State of Illinois appropriated salary dollars approved for Eastern Illinois University each contract year are insufficient to fund the negotiated

pay increases for bargaining unit employees, then the Employer shall rely on Article V (Management Rights) to address this issue.

This Section pertains to wage and salary increases only. It stands alone and is not to be interpreted as limiting the Employer, in any way, in its right to manage its operations.

ARTICLE IX HOURS OF WORK & OVERTIME

Section 9.01 (a): Work Week

The normal workweek shall start on Monday and conclude on Friday. The normal workday shall consist of seven and one-half (7.5) consecutive hours with a one-half (1/2) hour unpaid lunch period between the 4th and 5th hour after the starting time. The normal workday shall be 7:00 a.m. to 3:00 p.m. Work hours may be adjusted on a temporary basis to take advantage of daylight hours, weather conditions, shift, or traffic conditions. Except in cases of emergency, notice of such change will be given forty-eight (48) hours in advance.

Section 9.01 (b): Summer Compressed Work Schedule

The Employer may implement a four and one-half (4 ½) day workweek in the Summer months (approximately May through August).

i). A four and one-half (4 ½) day work week shall be defined as four and one-half (4 ½) consecutive days of scheduled work with two and one-half (2 ½) consecutive days off or reasonable variations thereof.

ii). A four and one-half (4 ½) day work week may be established by the Employer for the entire bargaining unit or a portion thereof consistent with the operations, programmatic or budgetary needs of the Employer. Prior to establishing such schedules, the Employer shall advise the Union and, if requested, hold discussions regarding the reasons for the change.

iii). When a four and one-half (4 ½) day schedule is established under "i or ii" above, the overtime provisions in the Agreement relative to workday shall be amended to reflect the applicable number of hours per day worked on the four and one-half (4 ½) day work schedule.

Section 9.02: Additional overtime will be as given below:

A. First two (2) hours worked after the conclusion of the normal workday to be paid at the rate of time and one-half. Any further hours worked that day will be paid at double time rate.

B. The first nine and one-half (9.5) hours worked on Saturday will be paid at

the rate of time and one-half, all other over and above that will be paid at the rate of double time.

C. All hours on Sunday and unpaid holidays will be paid at the double time rate.

Section 9.03: Overtime-Notification

Employees intending to work overtime Saturday, Sunday, and holidays shall inform the Local Union or Job Steward.

Section 9.04: Clean Up Time

Each employee shall be allowed ten (10) minutes at noon and ten (10) minutes at the end of the workday for personal wash up time. The cleaning of brushes, taking down scaffolding and ladders, folding drop cloths, etc., shall be done within the time constituting a workday.

Section 9.05

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

Section 9.06: Rest Period

The employees shall receive a thirty (30) minute paid rest period during their shift at a time designated by the University.

Section 9.07: Workweek Defined

The workweek shall normally consist of 37.5 hours.

Section 9.08: Call In

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

ARTICLE X BENEFITS

Section 10.01: 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, Sick Leave Bank, Section II.C.d.; Bereavement Leave, Section II.C.7.c.; Educational Benefits, Section II.C.7.h; Parental Leave, Section II.C.7.e.; Court Required Service II.A9.c.; Emergency Leave, Section II.A9.e.; and Leave of Absence, Sections II.C7.g., II.C9.

Section 10.02: 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 10.03: 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 10:04 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.

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

For a work schedule other than Monday through Friday, the above paid holidays or observed holidays shall be as follows. When a holiday or observed holiday falls on a bargaining unit employee's scheduled day off and s/he does not work, then the employee shall receive seven and one-half (7.5) hours at straight time base pay for the day. However, these straight time hours shall not qualify, nor be used to qualify, the employee for overtime pay.

Section 10.05 Retirement/Sick Leave Benefit (Public Act 92-0599)

- 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) prior to retirement, subject to the twenty (20) percent limitation specified in Public Act 92-0599 and the guidelines set by SURS. To be eligible for this benefit, an employee shall submit in writing an irrevocable election to retire to the Department of Human Resources, Benefits Office prior to receiving this benefit.
- b). In the event that Public Act 92-0599 is amended, the Employer and the Union agree to reopen this article for renegotiations.
- c). In the event that Public Act 92-0599 is repealed, then this benefit is null and void either on the date of the repeal and/or as specified by SURS.

**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 are held between Union representatives and Employer representatives. Such meetings shall be requested at least ten (10) 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. Requests from the Union shall be addressed to the Director of Employee and Labor Relations or designee. Requests from the Employer shall be addressed to the Business Manager of District Council #58.

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

Section 12.01

The distribution system for overtime shall continue in a manner consistent with the practice in place at the time of implementation of the Agreement, unless the Employer and the Union mutually agree to subsequent deviations. However, the Employer shall not be responsible for any additional payment caused by a deviation from the overtime practice. Overtime shall be maintained on a monthly basis and shall be available for review by bargaining unit employees.

Section 12.02

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.

Section 12.03: 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.

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.

ARTICLE XIV TOOLS

Section 14.01: Tools

Members of the bargaining unit shall be provided durable and non-durable hand tools (brushes, rollers) necessary to effectively and efficiently perform the functions of their classification and trade. The University shall provide power tools 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 & TRAINING

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: Council #58 Training

The parties agree that District Council #58 shall provide necessary training for all bargaining unit employees. Such training shall include an eight (8) hour Lead Training Worker refresher course, an eight (8) hour Lead Training Supervisor refresher course, a thirty-two (32) hour Scaffold Training when needed, an eight (8) hour Scaffold refresher course, a thirty-two (32) hour Lead Training Worker course when needed and any additional training upon request.

The University agrees to compensate bargaining unit employees at the appropriate rate of pay while attending District Council #58 training programs.

Section 15.03: Employer

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

ARTICLE XVI SCOPE OF WORK

Section 16.01: Scope of Work

Unless amended elsewhere in this Agreement, Bargaining unit employees will perform duties peculiar to and normally required in the trade of painter or may perform all other tasks that are required under the Painters and Allied Trades. Typical duties will include, but will not be limited to, performing all duties peculiar to and normally required in the trade of painter (as described in the Illinois State Universities Civil Service Classification Specification) - following recognized procedures and techniques.

Section 16.02: Special Work Assignment

The parties agree the employees assigned to the University Heat Plant shall be allowed to perform preparatory work and apply specified coatings in the Heat Plant. Coatings shall be under the direction and selection of the Paint Foreman.

The architectural structure (interior and exterior) painting of the building will be performed by the Paint Shop

ARTICLE XVII JURISDICTIONAL DISPUTE RESOLUTION

Section 17.01: 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) workdays 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) workdays after said meeting. The employer reserves the right to reject an 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) workdays.

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 XVIII CONTRACTING

Section 18.01

The Employer reserves the right to contract out work, which is performed by employees, covered under this Agreement. Except for emergencies (natural or man-made), the Employer agrees to:

Not contract out work (under the jurisdiction or control of the Employer) covered by this Agreement without comparing costs, schedules, and quality of work provided by employees covered by this Agreement with that of outside contractors. Provided that:

a. At least one status employee covered by this Agreement is laid off, or the laid off employee is not reasonably expected to return to work at the time of the work.

b. The Employer has the right to determine and include in the comparison customary and reasonable expenses to cover overhead costs and unforeseen contingencies.

c. The work is not part of a larger project, which is being bid to outside contractors. The entire work of the project being compared is work covered by the Agreement.

d. The Employer has sole authority to determine specifications for materials and methods to be used in the comparison.

e. The Employer is the sole arbiter of the comparison. Employer decisions on comparisons and the selection of who is to perform the work are forever excluded from the Grievance /Arbitration Article of this Agreement.

Section 18.02:

Employees covered by this Agreement agree to:

a. Report to the job site, as defined by the supervisor, at the beginning of each workday ready to work at the designated starting time.

b. Remain at the job site until the beginning of designated break, lunch period, personal wash up or quitting time.

c. Return promptly to the job site ready to work at the conclusion of break, or lunch periods, so the Employer receives the most cost effective and productive use of available work time.

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

Section 19.01: Period Covered

This Agreement shall become effective upon ratification by the Painter's District Council #58, and the Board of Trustees of Eastern Illinois University, and remain in full force and effect through April 30, 2010. 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 19.02: 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 19.03: 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.

Section 19.04: Pay Status During Negotiations

If negotiating meetings occur during the employees' regular work shift, two (2) employees will receive their regular pay. Up to two (2) District Council #58 officials or representatives may attend the negotiation sessions.

ARTICLE XX LIMITATION OF AGREEMENT AND WAIVERS

Section 20.01: Subject to Rules

Unless amended elsewhere in this Agreement, 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 20.02: Unlawful

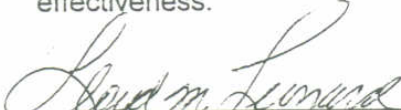
Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State Law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, that provision or application of 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 20.03: 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.

ARTICLE XXI
ACCEPTANCE BY PARTIES

We hereby state the foregoing instrument consisting of pages one (1) through twenty-three (23) inclusive is mutually acceptable to the parties, and the Union and the Employer covenant to maintain it and obey its provisions during the period of its effectiveness.




Lloyd M. Leonard, Assistant Director
Employee & Labor Relations



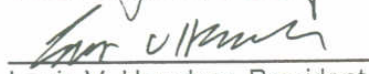
Painter's District Council #58



Robert F. Wayland, Director
Employee & Labor Relations



Jeffrey L. Cooley
Vice President for Business Affairs



Louis V. Hencken, President
Eastern Illinois University

4-28-05
Date

5/5/05
Date

ADDENDUM A

Section 1 Wages:

Effective May 1, 2005, May 1, 2006 and May 1, 2007 the painter base rate of pay shall be increased by three (3) percent each year. The Subforeman's base rate of pay shall be one dollar thirty-five cents (\$1.35) above the base rate of pay for the painter.

<u>Effective Date</u>	<u>Painters</u>	<u>Subforeman</u>
May 1, 2005	\$30.23/hr.	\$31.58/hr.
May 1, 2006	\$31.14/hr.	\$32.49/hr.
May 1, 2007	\$32.07/hr.	\$33.42/hr.

Section 2 Wages for 4th and 5th year of Agreement:

Effective May 1, 2008 and May 1, 2009, wages will be increased by the percentage increase announced by the Employer according to the General Salary Policy for Civil Service Employees or by the percentage appropriated by the State of Illinois Legislature for general wage increases for civil service employees of Eastern Illinois University, whichever is greater.

Section 3 Wearing of Respirator::

Respirator time shall be paid at fifty-cents (\$.50) hour with a half hour minimum reporting of time. Such shall be added to the base rate of pay when computing overtime.

Section 4 Shift Differential Rate of Pay:

For employees assigned to the evening shift on a permanent basis they shall be paid a seventy-five (\$.75) cent differential above the base rate of pay for their classification. Such differential shall be added to the base rate of pay when computing overtime, holidays and accrued leave.

**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: _____

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

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"

ADDENDUM C

EMPLOYMENT OF EXTRA-HELP PAINTERS

The following represents an Agreement between the Board of Trustees of Eastern Illinois University (Employer) and Painter's District Council #58 (Union) concerning the hours of work, working conditions, pay and benefits for extra-help painters employed temporarily by the Employer. This agreement may be extended and/or renewed by mutual agreement of both parties.

Section 2 – Extra-Help

The employment of extra-help painters shall be in accordance with the State of Illinois Universities Civil Service Statute and Rules as from time to time amended.

Section 3 – Pay/Benefits

All painters employed as extra-help painters shall be paid the certified prevailing rate for painters for Coles County which shall include the certified rate for base pay, health and welfare and pension. For District Council #58 members, the Employer shall submit the health and welfare and pension to the Union at the current address on file. For those extra-help painters that have a signed dues deduction card on file with the Employer, the Employer shall collect and forward said dues to the Union at the current address on file. Extra-help employees shall be paid by-weekly using Electronic Funds Transfer (EFT). All other transactions required or requested by an extra-help painter shall be in accordance with the rules, practices and time frames established by the Employer.

Overtime and Holidays: Shall be in accordance with the Area Agreement.

Extra-help employees shall not be entitled to receive Paid Holidays as provided for under Article X, Section 10:04 of the Agreement.

Section 4 – Conditions:

Extra-help painters shall have the required certifications and training to be able to perform the assigned work.

All extra-help painter candidates must complete an Employer application, I-9, successfully pass a drug/alcohol screen and a background check prior to employment. As we, all extra-help candidates must provide two (2) forms of identification; one must be a picture of the applicant.

Supervision, while employed as an extra-help painter, shall be provided by the Employer.

Extra-help painters shall be "at will" employees and are subject to dismissal at the discretion of the Employer.

Extra-help employees shall be governed by a two-step grievance process: 1st step: Painter Maintenance Foreman shall investigate and render an information decision to the grievant. Within five (5) calendar days of the decision at step 1, the grievant may move the grievance to the final

grievance step. Final Step: Director of Facilities Planning and Management, with consultation with the Office of Employee and Labor Relations, shall review the 1st step grievance decision, meet with the grievant and render a final decision within five (5) calendar days after meeting with the grievant. The decision of the Director of Facilities Planning and Management shall be binding on all parties. Extra-help painters shall not have any right to pursue a grievance to arbitration.

When working a normal work schedule, extra help painters shall be entitled to a thirty (30) minute paid break each day and a thirty (30) minute unpaid lunch period.

The parties understand and agree that the Employer shall consider those candidates that have successfully passed the civil service examination for painters. Since the Painters are exclusively represented with a Bargaining Agreement with the Board of Trustees, Eastern Illinois University, all extra-help employees employed as painters shall be governed by Article IV, Check-Off and Fair Share.

For the Employer:

Tim V. [Signature] 4-11-2005

R. F. [Signature] 4-11-2005

For the Union:

Alle W. Wells 4/11/05

Note: Agreement to be effective 2-28-05 thru 1-31-06