

**AGREEMENT**

**by and between**

**THE BOARD OF TRUSTEES**

**of**

**EASTERN ILLINOIS UNIVERSITY**

**and**

**THE INTERNATIONAL BROTHERHOOD of  
ELECTRICAL WORKERS, LOCAL #146  
AFL-CIO**

**September 1, 2004 through August 31, 2007**

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## **ARTICLE I**

### **UNION RECOGNITION**

Appurtenance to the January 21, 1998 Illinois Educational Labor Relations Board Election (Case No. 98-00-0007S) between the Board of Trustees of Eastern Illinois University and the International Brotherhood of Electrical Workers Local #146, AFL-CIO, the Employer recognizes the Union as the exclusive collective bargaining representative in all matters established and pertaining to wages, hours, and terms and conditions of employment for all employees as defined in Civil Service Specifications in the classifications of Electrician and Electrician Sub-Foreman, and such other classifications as may be added by agreement of the Employer and the Union and/or subject to procedures provided by the Illinois Educational Labor Relations Board. A classification title change will not remove employees from the bargaining unit as long as they are performing substantially the same work.

This Agreement shall be binding upon both parties, their successors, and assigns, and in no way shall be changed or modified during its term should any change occur in the management, operation, or employee representation, except by mutual written agreement between the parties.

## **ARTICLE II**

### **ARTICLES OF AGREEMENT**

This Agreement has been made and entered into by and between the Board of Trustees of Eastern Illinois University (hereinafter referred to as the "University" or the "Employer") and the International Brotherhood of Electrical Workers Local #146, AFL-CIO ( hereinafter referred to as the "Union" or "Bargaining Representative").

## **ARTICLE III**

### **PREAMBLE**

The purpose of this Agreement is to promote efficient operations and provide for the peaceful settlement of labor disputes.

It is also the intent of the parties to this Agreement to set out working conditions, to establish and maintain harmonious relations between the parties to this Agreement, and to secure optimum productivity, efficiency, and accountability. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all time abide by the terms and conditions as hereinafter set forth and agreed upon.

## **ARTICLE IV**

## **SCOPE OF WORK**

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

## **ARTICLE V**

### **TERM OF AGREEMENT**

#### Section 1: Period Covered

This Agreement shall become effective upon the ratification by the International Brotherhood of Electrical Workers Local #146 and the Board of Trustees of Eastern Illinois University, and shall remain in full force and effect from September 1, 2004 through August 31, 2007. This Agreement shall continue in effect from year to year thereafter, from September 1 through August 31 of each year 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 2: 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 Agreement is terminated by one party giving the other ten (10) days notice that it shall be terminated.

#### Section 3: 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.

## **ARTICLE VI**

### **NO STRIKE OR LOCKOUT**

#### Section 1: 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 working hours during the term of this Agreement.

Section 2: Employer

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

**ARTICLE VII**

**LABOR MANAGEMENT CONFERENCES**

Section 1: 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 per year. Such meetings shall be requested at least ten (10) work days in advance by either party by placing in writing a request to the other party for a Labor Management Conference and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to by the parties.

Section 2: Discussion Items

Except for employee/union grievances, the purpose of such meetings shall include but not be limited to:

- 1) The implementation and general administration of this Agreement.
- 2) Sharing general information of interest to the parties.

Section 3: Employee Attendance

The Employer shall allow one (1) bargaining unit employee to attend such conferences. However, the bargaining unit employee shall request and receive approval from the appropriate supervisor prior to attending the meeting. Attendance by the bargaining unit employee shall be with pay if held during normal work hours.

**ARTICLE VIII**

## **NON-DISCRIMINATION**

### Section 1: Prohibition Against Discrimination

In accordance with applicable laws, the Employer and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate illegally by reason of race, sex, color, creed, marital status, national origin, age, religion, disability, or veteran status. Complaints involving discrimination or sexual harassment shall be reported to the Office of Civil Rights, Affirmative Action and Diversity.

### Section 2: Non-Discrimination Against Union

The Employer agrees that there shall be no discrimination by itself or its representative against officers and members of the Union engaged in the negotiation of agreements, the adjustment of grievances or the performance of any other Union activity in the interest of the Union and its members.

## **ARTICLE IX**

### **UNION RIGHTS**

#### Section 1: Activity During Working Hours

Bargaining unit employees covered by this agreement, after giving appropriate notice and receiving approval from their foreman and 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 Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer's operations.

The Union shall have the right to appoint a steward where workmen are employed under the terms of this Agreement.

Stewards, upon requesting and receiving approval from their foreman and immediate supervisors, shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes provided their absence does not substantially interfere with the Employer's operations. It is understood that employees who have been given permission to investigate grievances may be called back when operations require their immediate presence. No employees or Union representatives shall leave work to investigate, file or process grievances without first making arrangements with their foreman or immediate supervisors or designees as well as the supervisor of any unit to be visited. Such arrangements shall not be denied in any arbitrary and capricious manner. The employer reserves the right to require reasonable documentation of time spent in processing grievance.

Section 2: Union Bulletin Board

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene, or defamatory in nature. All such notices shall be signed by an officer of the Union and reviewed by the appropriate supervisor outside the bargaining unit prior to posting.

**ARTICLE X**

**MANAGEMENT RIGHTS**

The Union recognizes that the Employer retains and reserves to itself all rights, powers, privileges, responsibilities and authority now or hereafter vested by law, Board of Trustees policy and regulations, the State Universities Civil Service Statute and Rules whether exercised or not, including, but not limited to, the right to plan, operate, manage, control, staff, organize and maintain the University and in all respects carry out the ordinary and customary functions and privileges in furtherance thereof as such actions are not inconsistent with the expressed provisions of this Agreement.

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

**ARTICLE XI**

**DUES, FAIR SHARE AND OTHER DEDUCTIONS**

Section 1: Dues Check-Off

The Employer agrees to deduct Union dues and working assessments 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 2: Fair Share

Pursuant to Section 1711 or 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 1 of this 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 thereof, 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 involuntary 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 involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1.

### Section 3: Illinois Educational Labor Relations Board (IELRB)

The Employer and the Union are both cognizant of the provisions of the IELRB Act and Rules promulgated by the IELRB, which deal with 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 said Fair Share Rules.

### Section 4: Bonafide Exception Criteria

In the event that any employee covered hereby is precluded from making a Fair Share contribution as required by Section 2 hereof on account of 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 deductions, 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 5: 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.

### Section 6: Pension/Annuity Deduction Plan

The Employer agrees to deduct voluntary employee contributions to an approved IBEW Pension/Annuity salary deferral plan should the employees become eligible.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and the procedures of the Employer and shall be remitted monthly to the Union in accordance with the current procedures, and at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any revisions in this procedure at least thirty (30) days prior to the effective date.

#### Section 7: COPE Check-Off

The Employer agrees to deduct voluntary employee contributions for an approved IBEW Committee on Political Education (COPE) Fund.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law and the procedures of the Employer and shall be remitted monthly to the Union in accordance with the current procedures, and at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any revision in this procedure at least thirty (30) days prior to the effective date.

## **ARTICLE XII**

### **WORK JURISDICTION**

#### Section 1: Bargaining Unit Work

Work normally performed by employees covered by this Agreement shall not be performed by management staff or the Employer except for the purpose of instruction or in emergency situations.

#### Section 2: 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:

1. That the Union will notify representatives of the Employer of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
2. That the Employer will notify the Union representative of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
3. 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.

4. 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.

5. 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.

6. 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 recommendations or decisions 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 impacts exists as defined above, the Employer shall implement the decision within ten(10) work days of receipt.

### **ARTICLE XIII**

#### **CONTRACTING SERVICES**

The Employer reserves the right to contract out work normally performed by status Renovations and Alterations employees and status Maintenance employees covered by this Agreement when the Employer deems that such contracting out is necessary due to an emergency, State of Illinois or Employer mandates, time constraints, efficiency, economic or budgetary restrictions.

The Employer and the Union have shared concerns over the contracting of bargaining unit work. Except for an emergency, if and when the Employer is contemplating a decision to contract bargaining unit work, the Union shall have the opportunity to meet and discuss such decisions with the Employer. If the Union provides recommendations to the Employer in such a case, then the Employer shall consider such recommendations.

### **ARTICLE XIV**

## **WAGES-HOURS-OVERTIME**

### Section 1: Wage

During the term of this Agreement, bargaining unit employees shall receive the wage rate for their classification as certified by the Department of Labor for electricians in Coles County.

The sub-foreman rate of pay shall be six percent (6%) above the Department of Labor certified rate in Coles County for journeyman electricians.

### Section 2: Work Week-Work Day

The normal work week for bargaining unit employees shall begin at 12:01 a.m., Monday through 12:00 midnight Sunday. The basic work week is defined as thirty-seven and one-half (37 ½) hours. The basic work schedule is defined as five (5) consecutive work days with two (2) consecutive days off. The work day is defined as seven and one-half (7 ½) hours of scheduled work with a thirty (30) minute unpaid lunch period approximately at the mid-point of the work day. The normal work day is typically defined as 7:00 a.m. to 3:00 p.m. The Employer reserves the right on a temporary basis to modify or adjust work schedules.

### Section 3: Shift Schedules

When a change in staffing for the second shift or necessity for the second shift is being considered by the Employer, the Employer shall discuss this change with the Union prior to implementation. The second shift normally begins at 2:00 p.m. and ends at 10:00 p.m. with a thirty (30) minute unpaid lunch period at approximately the mid-point of the shift. Only employees assigned to the second shift on a permanent basis or a replacement for an employee on the second shift shall be eligible for a shift differential of seventy-five cents (75 cents) per hour (1/2 hour minimum) for all hours worked on the second shift.

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

### Section 4: Paid Break

Except for emergencies, bargaining unit employees shall be entitled to a thirty (30) minute paid break during their daily work shift. Travel time, if it is necessary, shall not extend the paid break time beyond thirty (30) minutes. Paid break time shall not be used to cover late arrivals to work, to extend lunch periods, or to leave work early.

### Section 5: Overtime

Overtime is defined as additional work hours required by the Employer. For a bargaining unit employee to be eligible for consideration, said work shall be required during the period outside the assigned work schedule.

It is understood that in the best interest of the Employer and the Union, member(s) from the bargaining unit will work overtime when it is deemed necessary by the Employer.

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

### Section 6: Overtime Compensation

Bargaining unit employees shall be paid double time the base hourly rate of pay when assigned and perform work on the employees seventh (7<sup>th</sup>) scheduled work day.

All hours worked beyond the normal work week of thirty-seven and one-half (37 ½) hours or seven and one-half (7 ½) hours in a normal work day or work performed on the employees sixth (6<sup>th</sup>) consecutive, scheduled work day shall be paid at one and one-half (1 ½) times the base hourly rate of pay.

All overtime pay shall be in cash unless the Employer and the individual employee mutually agree otherwise.

### Section 7: Call Back

Bargaining unit employees called back to work shall be paid two (2) hours minimum at the applicable rate of pay.

### Section 8: Shift Bid

Bargaining unit employees shall have the opportunity to select a work schedule based on seniority. Bids shall be conducted for implementation on the first pay period in January & July of each contract year. Probationary employees may be assigned to a shift by the Employer until the probationary period is successfully completed.

### Section 9: 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 Electric Shop, the two (2) least senior employees shall fill the shift assignment.

Section 10: Facilities

The Employer agrees to provide a suitable place to wash up, eat, and change clothes. It shall be heated in the winter, large enough to accommodate employees, and provide for secure storage of tools. The employer assumes responsibility for sanitary facilities and drinking water.

Section 11: Respirator/Mask Time

When medically necessary, bargaining unit employees assigned to work in areas that require the use of a respirator or face mask shall be paid fifty cents (50 cents) per hour (1/2 hour minimum) above their base rate of pay for actual time worked while masked or using a respirator.

**ARTICLE XV**

**SAFETY**

Section 1: Compliance

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.

The Employer will make reasonable and prudent efforts to respond to safety concerns of its employees, recognizing there are unique safety aspects of the electrical trade, and agrees to consider all means suggested by electricians to provide for a safe working environment for bargaining unit employees.

Section 2: Work Circuits - 440 Volts - Safety

The Employer agrees to allow assignment of two (2) bargaining unit employees when a job involves direct work exposure to live circuits carrying 440 volts or more.

Section 3: First Aid Kit

There shall be a first aid kit available at all times and each item shall be replenished as it is used.

**ARTICLE XVI**

**TOOLS**

Section 1: Tools

Bargaining unit employees covered by this Agreement shall provide themselves with the following list of tools:

- |   |                          |
|---|--------------------------|
| 1 Electrician's Knife   | 1 Six Foot Rule          |
| 1 Pencil  | 1 Pair 8" Cutting Pliers |
| 1 Pair Diagonal Pliers  | 1 Pair Long Nose Pliers  |
| 2 Pair Channel Lock Pliers  | Measuring Tape           |
| 2 Screw Drivers (1-6" & 1-8")   | 1 Flashlight             |
| 1 Phillips Head Screw Driver  | 1 Hammer (Choice)        |
| Nut drivers   | 1 Hacksaw frame          |
| 1 (1/2") Cold Chisel  | 1 Torpedo Level          |
| 1 Set of Allen Wrenches up to 1/2"  | 1 Plumb-bob              |
| 1 Tap Wrench and Following Taps:<br>(1-6/32), (1-8/32), (1-10/24), (1-1/4/20) | 1 Tri-Square             |
| 1 Voltage Tester (Wiggon Type)  | 1 Center Punch           |
| 1 Crescent Wrench (8"-10" or 12")   |                          |

1. The employee's tools shall be replaced on the basis of no more than seven (7) days after the loss or proper notification to the Employer, whichever occurs last.

B. The Employer also agrees to replace a broken or worn out condition the following tools: Taps (6/32, 8/32, 10/24, 1/4/20), 1/2" cold chisel, flashlight bulb and batteries, hacksaw blades.

C. All other tools on the list shall be replaced by the Employer in case of theft from a secure area or breakage, both parties recognizing the tool guarantee of quality tools that may be purchased.

## **ARTICLE XVII**

### **BENEFITS**

#### Section 1: Health and Life Insurance, Pensions and Disability

A. Health and Life Insurance: During the term of this Agreement, health and life insurance benefits shall be provided to all eligible members of the bargaining unit in accordance with the Illinois State Employees Group Insurance Act of 1971. The parties agree to accept the terms and conditions of health and life benefits as provided by the Department of Central Management Services for University employees at the statewide level.

B. Retirement, Death and Disability Benefits: 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.

C. Workers' Compensation: 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.

D. Related Optional Benefits: During the term of this Agreement, related optional benefits (e.g. US 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 and /or University policies and guidelines.

E. 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 Systems (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.

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

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

## Section 2: Employee Benefits

A. Holidays: The University observes eleven (11) 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.

B. Holiday Compensation Eligibility: To be eligible for holiday compensation, employees must be on the active payroll on their last scheduled work day preceding the observed holiday and their first scheduled work day following the observed holiday, unless they are absent on such day(s) for good cause and such absence is approved by the Employer.

1. 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  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Day before or after Christmas Day

If a bargaining unit employee works a paid holiday, the employee shall receive seven and one-half (7 1/2) straight time hours for the holiday and one and one-half (1 1/2) times the base pay for all hours worked.

Unless amended elsewhere in this Agreement, all other employee regulations and benefits shall be in accordance with the Board of Trustees Regulations and Internal Governing Policies as from time to time amended.

## **ARTICLE XVIII**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

#### **Section 1: 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 2: Grievance Defined**

A grievance is defined as any claim by an employee or the Union over wages, hours, terms and conditions of employment, or the administration or interpretation of this Agreement. Any grievance filed shall be on a form prescribed by the Employer (Addendum A). The grievant and/or the Union shall set forth the facts pertaining to the alleged violation.

Grievants shall be permitted to attend the grievance hearing without loss of pay if the meeting is scheduled during working hours.

It is agreed that the Steward and the affected employee(s) will first discuss the problem(s) 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 five (5) working days after the occurrence, or within five (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 five (5) working 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 the 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.

#### Section 4: Arbitration

2. 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 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 Federal Mediation and Conciliation Service, if available, or other mutually acceptable service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the names 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.
3. 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 has the right to request the arbitrator to require the presence of witnesses and/or 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.
4. 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 costs 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 associated expenses.

5. 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, Illinois.

#### Section 5: Miscellaneous

- 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 this Agreement.

#### Section 6: 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 this 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 XIX**

#### **SEPARABILITY/LIMITATIONS**

The terms of this Agreement are subject to applicable Federal and State laws; the Statute and Rules of the State Universities Civil Service System of Illinois; the Rules and Regulations of the State Universities Retirement System; the Board of Trustees Procedures, Policies, Regulations, and Internal Governing Policies, and the Public Act 83-1014, the Illinois Educational Labor Relations Act, as they may be amended from time to time.

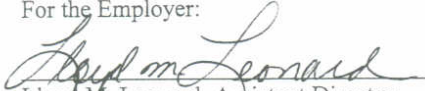
Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the parties shall, thereupon, seek to negotiate substitute provisions which are in conformity with the applicable laws. The parties reserve the right to meet and discuss the resolution of any problems caused thereby.

During the term of this Agreement, any change of Internal Governing Policy which would expressly violate a specific provision of this Agreement shall not be implemented on this bargaining unit unless negotiated between the two parties.

ACCEPTANCE BY THE PARTIES

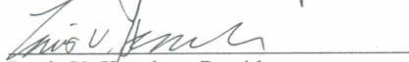
The parties hereby state that the foregoing instrument consisting of pages numbered one (1) to twenty-five (25) inclusive is mutually acceptable and the parties covenant to maintain it and obey its provisions during the period of its effectiveness.

For the Employer:

  
Lloyd M. Leonard, Assistant Director

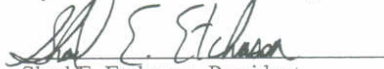
  
Robert F. Wayland, Director  
Employee and Labor Relations

  
Jeffrey L. Cooley, Vice President  
for Business Affairs

  
Louis V. Hencken, President  
Eastern Illinois University

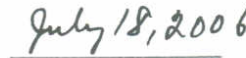
For the Union:

  
Jay A. Dunn, Business Manager

  
Shad E. Etchason, President  
IBEW Local #146

Subject to the approval of the International  
President of the International Brotherhood of  
Electrical Workers.

  
Date

  
Date

Addendum A

BOARD OF TRUSTEES  
of  
EASTERN ILLINOIS UNIVERSITY  
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: \_\_\_\_\_

\_\_\_\_\_  
Management Response: \_\_\_\_\_ (Initials and Date)

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

**Check**

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

Step III - Date received by Director of Employee and Labor Relations or Designee: \_\_\_\_\_

\_\_\_\_\_  
Management Response: \_\_\_\_\_ (Initials and Date)

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."**

MEMORANDUM of UNDERSTANDING  
Circuit Breakers/Diagnostics

Properly trained and qualified employees, in addition to Electricians, may reset tripped branch circuit breakers. Such resetting shall be limited to one (1) reset per incident. Subsequent tripping shall be corrected by an Electrician. To ensure the safety of campus personnel, the Employer shall develop a Department of Labor compliant lock-out/tag-out procedure enabling individual circuit breaker lock-out. In regards to mechanical rooms, the Electrician Foreman and Utilities Manager shall decide which mechanical rooms shall be entered due to safety concerns. If this can not be resolved in this manner, then the issue shall be submitted for resolution at a Labor/Management Conference.

Diagnostic equipment shall be used for the purpose of evaluating the necessity for repairing, maintaining or replacing equipment or systems throughout the University. Unless agreed to otherwise by the parties, diagnostic equipment shall continue to be used by the Electricians, Plumbers and Pipefitters trade and Supervisory/Management personnel.

Building Service Workers may replace screw-in fluorescent lamp ballast assembly replacements, whether having separable or integral ballasts. In the event a screw-in ballast is broken, has wires exposed, or is otherwise difficult to remove from the socket, an Electrician shall be called to perform this work.

## Exclusion of Electrician Foremen Positions from the Bargaining Unit

The two (2) positions of Electrician Foremen, currently in the bargaining unit, shall become excluded from the bargaining unit upon ratification and approval of the initial collective bargaining Agreement between the parties. The two (2) employees, currently serving as Electrician Foremen in the bargaining unit, shall have the opportunity to remain in the excluded Foremen positions or stay in the bargaining unit as Journeyman Electricians at the appropriate rate of pay.

In the event that either of the incumbent employees choose to remain in the excluded Electrician Foremen positions and should later choose to serve no longer as an Electrician Foreman, he shall be allowed to voluntarily demote to the classification of Journeyman Electrician at the appropriate rate of pay and the seniority accrued in accordance with Section 250.120 of the State University Civil Service System Statute and Rules. Except for egregiously or flagrantly poor behavior which would otherwise warrant just cause for discipline or discharge, an incumbent in an excluded Electrician Foreman position who, in the judgement of the University management, is not satisfactorily performing duties and responsibilities of the position shall be demoted to the classification of Journeyman Electrician at the appropriate rate of pay and the seniority accrued in accordance with Section 250.120 of the State University Civil Service System Statute and Rules.

Addendum E  
Memorandum of Understanding

Parties agree that this Agreement may be re-opened on August 31, 2003 by written notice by the opening party to the other on or before July 1<sup>st</sup>, 2003 only for the issue of the shift differential if any other craft covered under a collective bargaining agreement with Eastern Illinois University receives a shift differential of greater value than contained in this agreement.

With the settlement of the contract, the Union agrees to drop grievances 091100 and 091800. In dropping grievance 091800, the Union also reserves the right to re-open it should circumstances warrant.