

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

OF

EASTERN ILLINOIS UNIVERSITY

and

THE AMERICAN FEDERATION OF STATE, COUNTY,

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL NO. 981

September 15, 2020 - September 14, 2023

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## PREAMBLE

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

ARTICLE I  
RECOGNITION

Section 1. Unit Classifications

A. The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours and working conditions for all civil service employees in the following bargaining units composed of the classifications herein stated and such other classifications as may be added in accordance with the provisions of this Agreement. The parties hereby agree to jointly interpret the language of the collective bargaining agreement in Article 1, Section 1 to include only those employees, in bargaining unit classifications, who are appointed to status positions as that term is defined by the State Universities Civil Service System.

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

UNIT A

Food Service Sanitation Laborer  
Culinary Worker III

UNIT B

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

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

C. Except in emergency situations, employees shall not be expected to perform work

outside of that normally assigned to their classification.

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

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

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

## Section 2. Supervisors

Supervisors shall not normally work in lieu of bargaining unit employees. Supervisors shall not normally perform work which is currently being performed by and is exclusive to the specification for the assigned classification for bargaining unit employees, except in emergencies or in the normal course of instruction and supervision or absenteeism or where excessive work demands necessitate such.

## ARTICLE II

### NON-DISCRIMINATION

#### Section 1: Prohibition Against Discrimination

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

#### Section 2: Union Membership

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

## ARTICLE III

### UNION RIGHTS

#### Section 1. Absence From Work

##### A. Union Activities During Working Hours

The Union agrees that it will not conduct Union business during working hours except in regards to those matters expressly provided in this Agreement. In accordance

with 5 ILCS 315/6 c (10), Union activities shall at all times be conducted in a manner so as not to impede normal operations. If absence from work is involved, any Union official, council representative, officer, steward, or member must request and receive permission from their Supervisor to attend negotiations, meetings mutually agreed to, or grievance investigations and hearings before leaving their work station to attend to the aforementioned matters. The Supervisor shall grant approval to the employee making the request within a reasonable time after receiving the request. Such requests shall not be unreasonably denied. If these meetings occur during the employee's regular work shift, the employee shall receive their regular rate of pay. All Union-related absences must be requested in writing and recorded on each employee(s) time card.

B. Time Off for Union Sponsored Activities

A leave of absence with pay shall be granted to Union members and officers for attending Union sponsored meetings (outside the University) provided a request for such leave is submitted prior to the absence and such leave will not substantially interfere with operations.

Activities and absences stated in Section B are not to exceed twenty (20) working days (150 hours) collectively in one contract year.

Section 2. Monthly Union Meetings

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



Section 3. AFSCME Union Officials/Employment with Union

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

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

Section 4. Seniority Lists

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

Section 5. Employment Transactions/Orientation/Printing of Contract/ Bulletin Boards

In compliance with Public Act 101-0620, once a month and also within ten (10) calendar days of a new hire, the University will provide to the Union, in an Excel file or other mutually agreed upon editable digital file format, the employee's name, job title, worksite location, home address, work telephone numbers, identification number if available, and any home and personal cellular telephone numbers on file with the University, date of hire, work email address, and any personal email address on file with the University.

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

#### Section 6. Public Disclosure Requests

The University shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) and pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining, to an entity that is not a party to this Agreement. Union Representation shall be notified of any public disclosure request for information pertaining to bargaining unit employees. The Union shall also be provided a copy of the public disclosure request.

The University shall allow the Union President or Steward to provide up to one hour of Union orientation during work time within ten (10) calendar days from the date of hire. Such orientation shall not substantially interfere with the operations of the employing unit and shall not be unreasonably denied.

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

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

Section 7. Use of University Facilities and Services

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

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

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

ARTICLE IV

DUES DEDUCTION

Section 1.

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

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

Section 2.

In accordance with the provisions for deduction as described in Section 1 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to

withhold within ten (10) calendar days those deductions from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Council 31 by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, in writing, at least fifteen (15) days prior to its effective date.

Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions and the laws of the State of Illinois. Any employee wishing to revoke these deductions shall be directed to the Union. The Employer shall honor employees' individual authorized deduction forms and will stop dues fees once the Union advises the University.

### Section 3.

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

## ARTICLE V

### MANAGEMENT RIGHTS

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

hereafter vested by law.

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

## ARTICLE VI

### JURISDICTION

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

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

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

C. That representatives of Employer and Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.

D. If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing.

E. If an agreement satisfactory to all parties is not reached at the meeting, Employer may forthwith make new work assignments, change work assignments or continue work assignments in accordance with University Civil Service System job classification systems. Provided, however, the Employer may refrain from such assignments if Union or other union submits to Employer a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting.

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

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

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

G. Jurisdictional issues will not be accepted between members within this bargaining unit and itself or members of AFSCME Local 981, Food Court and Catering Units. This does not diminish any other employees' rights under this contract or under the State Universities Civil Service System.

## ARTICLE VII

### STRIKES AND LOCKOUTS

#### Section 1. Strikes, Slowdowns, Work Stoppage, Walkouts, or Interruptions

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

#### Section 2. Lockouts

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

## ARTICLE VIII

### GRIEVANCE-ARBITRATION PROCEDURE

#### Section I. Grievance Procedure

A. Definition of Grievance -- A grievance is a dispute or difference of opinion raised by an employee, or by a group of employees (with respect to a single common issue) covered by this Agreement against the Employer involving the meaning, interpretation, or application of the express provisions of this Agreement or other conditions of employment. Grievances will be processed during the Employer's working days, Monday through Friday 8:00 a.m. – 4:30 p.m. (excluding Employer designated holidays).

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

employee and if a settlement is deemed appropriate by the parties, then such agreement should be made at the lowest level of the grievance process.

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

Step 2. If a grievance is not resolved at Step 1, the written grievance shall be submitted by the steward to the Department Head involved within five (5) working days after the response at Step 1. The Department head shall investigate the grievance and shall meet with the Union and the employee(s) within five (5) working days of submittal of the grievance to Step 2. The Department head shall have five (5) working days from the date of the meeting to submit a written response to the Union.

Step 3. If the grievance is not resolved at Step 2, the written grievance shall be submitted by the designated Union representative to the Director of Employee and Labor Relations or designee within ten (10) working days after the date the Department Heads' response was due at Step 2. The Director of Employee and Labor Relations or designee shall then meet with the grievant(s), the Local Union representatives and the Council 31



Staff Representative within ten (10) working days after the grievance is submitted to Step 3. Once the meeting is held, the Director of Employee and Labor Relations or designee shall have ten (10) working days to respond to the Council 31 Representative in writing, with a copy sent to the President of Local 981.

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

D. i.) The time limit at any Step may be extended by mutual agreement, provided it is reduced to writing and signed by the President or Steward of the local Union and the Director of Employee and Labor Relations or designee.

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

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

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

Section 2. Arbitration Procedure.

A. The Employer and the Union shall attempt to agree to an Arbitrator within thirty (30) days after the request in STEP 4 previous. Should the parties fail to mutually agree to an arbitrator then a list of five (5) or seven (7) arbitrators will be requested from the American Arbitration Association or Federal Mediation and Conciliation Services or other acceptable sources. The parties shall meet for the purpose of reviewing the list and shall alternatively strike names until only one name remains, who shall then be the Arbitrator. First strike of the list shall be determined by the toss of a coin.

B. The Arbitrator shall limit his/her review to the specific issue(s) submitted for arbitration and shall have no authority to change this Agreement. The Arbitrator shall not have the power to, in whole or in part, amend, modify, delete, add to or disregard any of the express provisions or terms of this Agreement. Questions of Arbitrability shall be determined by the Arbitrator.

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

Each party shall bear its respective expenses which shall include one-half (1/2) the cost of the Arbitrator and his/her related expenses. The cost of a reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and transcript shall be equally shared. However, in the event that the party advancing the grievance withdraws it, after the selection of the Arbitrator, that party shall

bear total responsibility for any and all cancellation costs. In the event a pre-arbitration settlement is reached by the parties within the time frame that a cancellation fee is required, the responsibility for any and all such fees shall be borne equally by the parties.

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

## ARTICLE IX

### SENIORITY

#### Section 1. Seniority Lists

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

#### Section 2. Layoffs

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

During summer layoff period, employees who by virtue of their seniority would not be subject to such layoff may request a voluntary layoff. All requests for voluntary layoff must be made in writing to the Office of Human Resources no later than three (3) weeks prior to the date of the intended summer bid meeting. However, an employee may rescind the voluntary layoff request in writing, any time prior to the close of the summer bid meeting for their unit (Unit A or Unit B). Upon such request, the employee shall be laid off in lieu of a less senior employee for the entire period of summer layoff. In the event of a recall during the summer layoff period, those employees not on voluntary layoff will be recalled in seniority order first. Should the University require more employees than those available on the non-voluntary layoff list, it may recall those employees on voluntary layoff in inverse seniority order. Employees recalled shall report to work on the date designated by the University. A vacancy resulting from such voluntary layoff shall be filled by other bargaining unit employees, by seniority in accordance with this Agreement. An employee who places him/herself on voluntary layoff shall continue to accrue seniority for all purposes under this Agreement but shall not be able to use accrued leave during the period of voluntary layoff. Past practice of the University regarding accrual of earned benefits or continuation of granted benefits shall continue.

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

Whenever a Unit A Employee (Culinary Worker III and Food Service Sanitation Laborer) is on seasonal lay-off, he/she may use accrued leave to cover all or part of the seasonal lay-off period or the employee may intermittently use accrued leave during the lay-off period as long as the employee choosing to use accrued leave intermittently understands he/she cannot gain from such use i.e., overtime pay, holiday pay.

#### Section 4 Promotions.

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

#### Section 5. Promotional Examinations

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

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

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

#### Section 6. Bid Processes

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

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

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

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

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

days off for the purpose of training within their designated units and/or kitchen(s) as described above, until the successful completion of their probationary period.

C. Employees returning from a leave of absence, of more than six (6) months, shall be placed in any available funded vacancy of their choice, including any open position occupied by anybody other than a bargaining unit employee or displace the least senior employee in their classification but shall be eligible to bid at the next bid meeting. However, the least senior employee, in their classification, shall only be displaced when there is no other position available. An employee who returns from a leave of absence of six (6) months or less shall return to the same position the employee occupied prior to the leave (but not including jobs from summer bid). When the same position is not available, the employee shall be assigned a job location that is similar. Similar shall be defined in the following order until a job location is assigned: 1. The same department (Housing Food Services, Housing Custodial Services, University Union Custodial Services, Facilities, Planning and Management Custodial Services); 2. Similar BSW-related duties or BSW Mover-related duties (depending on the employee's last bid); 3. Similar working hours; and finally 4. Similar days off of the week.

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

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

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

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

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

#### Section 7. Filling Vacancies In-Between Bids.

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



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

### Section 8. Superseniority

The Local Union President and Chief Stewards, one for Unit A and one for Unit B, shall, for new job or vacant job bidding purposes only, have "super seniority" over all other employees in their respective classifications during the terms of their office. Further, in the exercise of employee's "bumping" rights, the Local Union President and two (2) Chief Stewards, one for Unit A and one for Unit B, shall not be "bumped" during the terms of their office.

## ARTICLE X

### HOURS OF WORK AND OVERTIME

#### Section 1. Basic Work Schedules, Lunch Periods, and Schedule Changes

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

The University may implement a four (4) or four and one-half (4 1/2) day work week for some or all of the employees in the unit. For Unit A only: Four (4) or four and one half (4 1/2) day work weeks can be scheduled during any days or combination of days during the work week. Prior to implementation, the Local Union President shall be timely notified in writing for the purpose of discussing the impact of such four (4) or four and one half (4 1/2) day work weeks on bargaining unit employees. For Unit B only: implementation of four (4) day work week schedules shall only include one (1) weekend work day (Saturday or Sunday).

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

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

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

## Section 2. Flex Schedules

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

### Section 3. For Unit A only: Temporary Schedules for Summer Layoffs

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

### Section 4. Overtime Parameters

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

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

It is further agreed that the overtime provisions of this Agreement related to the number of hours in a day shall be automatically amended to reflect the number of hours worked per day on a four (4) or 4 and one half (4 1/2) day work week.

### Section 5. Seven Day Work Week Operations

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

## Section 6. Transferring Back to a Regular Work Schedule

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

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

## Section 7. Rest Periods/Breaks

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

For Unit B only: Employees working a four (4) day work week shall be permitted to combine their lunch period with one (1) of their breaks: meaning, they are entitled to take one twenty (20) minute rest period, as well as one fifty (50) minute rest period. Other break combinations must have supervisory approval.

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

department permit.

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

#### Section 8 Call Back Assignments.

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

Call back overtime is defined as any overtime that was not prescheduled or known in advance. Additionally, call back overtime is only considered for circumstances in which an employee was actually called into work once they left the premises or for a scheduled day off from work.

#### Section 9. Assignments Before or Immediately Following a Shift (hold-overs)

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

#### Section 10. Voluntary Schedule Changes

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

days off which resulted from that change.

Section 11. Required Meetings, Trainings, Conferences, or Examinations

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

Section 12. Unit A Float Positions

For Unit A: Float positions can encompass five (5) day work weeks, four (4) day work weeks or four and one half (4 ½) day work weeks, providing the employee(s) have two (2) consecutive days off within their schedule. The Employer can mandatorily change days off for the float position(s) one time each bid. If changes are made to the float position(s) days off, the two (2) consecutive days off will remain in the schedule. All other changes to schedules for Unit A will be in accordance with Article X, Section 1.C.

ARTICLE XI

OVERTIME CHARTS

Section 1. Overtime

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

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

Section 2. Overtime by Seniority and Classification

The initial distribution and assignment of overtime shall be by seniority in accordance with the intent and purpose as provided in Section 1 of this Article. After the initial overtime assignment, overtime work will be based on seniority of those employees having worked the least amount of overtime. Section 2 applies to the distribution of Holiday assignments when all employees within a unit are not needed (see Article XV).

Section 3. Overtime Units

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

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

Section 4. Overtime Lists and Procedures

Overtime will be recorded on lists in each of the five (5) units (defined in Section 3) based on the applicable overtime premium rate (for example: two hours worked shall be posted as three (3) hours if at time and one half, four (4) hours if at double time. Each January 1, the hours listed on such lists shall be set back to zero while the order of names on such lists shall begin with the most senior employee. Any overtime known in advance or scheduled will be paid for actual time worked. In filling overtime assignments, the Employer shall administer the overtime assignments in the following order:

Unit I. Housing and Dining Food Services (non-custodial):

1. Each January 1, overtime hours will be set to zero and arranged by overall seniority (most senior first).
2. Voluntary overtime will be offered to the employee(s) within a single dining unit (Thomas, Taylor, or Stevenson). Voluntary overtime will be conducted according to the overtime list.
3. If overtime needs still exist, voluntary overtime will be offered according to the combined overtime lists of the other dining units.
4. When voluntary overtime does not fill the assignment(s), mandatory overtime will be initiated.
5. Mandatory overtime will be assigned by inverse seniority (least senior) within a single dining unit (Thomas, Taylor, Stevenson).



6. Finally, mandatory overtime will be assigned by inverse seniority to the least senior employee(s) by combining seniority from the other dining units until the overtime assignment is fulfilled.
7. Voluntary overtime work offered but refused will be charged as overtime. An employee will only be charged for voluntary overtime not worked once in a twenty-four hour period. If an employee cannot be contacted for any reason, the Supervisor shall contact the next eligible employee. An employee who is not available or does not respond for any reason will be charged the overtime hours.
8. Overtime sheets and Force sheets will be printed and posted weekly in every open unit Residential Dining Center. Upon request, Employees will be given up-to-date Overtime and Force sheets between postings.

Unit II Housing and Dining Custodial Services:

1. Each January 1, overtime hours will be set to zero and arranged by overall seniority (most senior first).
2. Overtime assignments will be offered to BSW employee(s) per each overtime list, by classification (in accordance with Section 1 of this article), with the least amount of overtime hours. An employee will only be charged for voluntary overtime refused (not worked) once in a twenty four hour period.
3. If overtime needs still exist, then management staff will assign mandatory overtime per list, by classification and with inverse seniority (least senior first) until the overtime assignment is fulfilled.

### Unit III MLK Jr. Union Custodial Services

1. Each January 1, overtime hours will be set to zero and arranged by overall seniority (most senior first).
2. Overtime assignments will be offered to BSW employee(s) assigned to the MLK Jr. Union, by classification (in accordance with Section 1 of this article), with the least amount of overtime hours. An employee will only be charged for voluntary overtime refused (not worked) once in a twenty four hour period.
3. If overtime needs still exist, then the MLK Jr. Union management staff will assign mandatory overtime per classification by inverse seniority (least senior first) until the overtime assignment is fulfilled.
4. In the event MLK Jr. Union management staff determines they cannot fill overtime assignments within Unit III then overtime will be offered to Housing Unit II (in accordance with Unit II OT procedures).

### Unit IV FPM Custodial Services

1. Each January 1, overtime hours will be set to zero and arranged by overall seniority (most senior first).
2. Overtime assignments will be offered to BSW employee(s) assigned to FPM, per each overtime list, regardless of classification, with the least amount of overtime hours. In the event that overtime hours are a tie, then the most senior employee(s) will be awarded the overtime opportunity. An employee will only be charged for voluntary overtime refused (not worked) once in a twenty four hour period.
3. If overtime needs still exist, then FPM will assign mandatory overtime regardless of

classification by inverse seniority (least senior first) until the overtime assignment is fulfilled.

#### Unit V. Mail Services

1. Each January 1, overtime hours will be set to zero and arranged by overall seniority (most senior first).
2. Overtime assignments will be offered to Mail Service employee(s) with the least amount of overtime hours. An employee will only be charged for voluntary overtime refused (not worked) once in a twenty-four hour period.
3. If overtime needs still exist, mandatory overtime will be assigned by inverse seniority (least senior first) until the overtime assignment is fulfilled.

#### Section 6. Holdover Overtime

Within reason, when unplanned and unexpected overtime is required as a continuation of the workday (hold overs) the employer may utilize employees already assigned and working that assignment until completion.

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

#### Section 7. Voluntary Overtime – Do Not Call Procedures

An employee who does not wish to be called for voluntary overtime assignments shall

submit a letter to his/her Supervisor stating that he/she does not want to be called for a voluntary overtime assignment. The employee thereafter shall not be called for a voluntary overtime assignment unless and until a second letter is presented to his/her Supervisor stating their desire to work future voluntary overtime assignments. For Dining employees, do-not-call forms will be available at each bid meeting.

#### Section 8. Employee Additions to Overtime Lists

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

#### Section 9. Mandatory Overtime Lists

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

#### Section 10. Overtime Procedures for New Classification

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

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

#### Section 11. Moving Assignments

When the Employer has voluntary overtime work available that involves moving (as defined in Addendum B of this Agreement) the following provisions shall prevail and take precedence if in conflict with any other provisions of this Agreement.

- a) As per Addendum B, employees desiring to be eligible for a moving assignment (on a straight time or overtime basis) must be physically able to perform the required work. Therefore, employee(s) not able to perform moving assignments due to medical reason(s) shall provide such documentation to his/her Supervisor prior to being removed from moving assignment(s).
- b) Moving crew overtime charts shall be established for each of the designated Units I through V as defined in Section 3 of this Article XI.
- c) Employees who desire to work voluntary overtime on the moving crew(s) or be relieved from the moving crew(s) shall be required to submit a letter to the Employer, requesting that their name be placed on or removed from the overtime chart(s).
- d) When moving is involved, the Employer shall utilize the moving crew voluntary overtime chart first, and the Employer shall utilize the regular seniority list in the event the moving crew overtime chart becomes exhausted. If no one volunteers to accept the voluntary moving overtime assignment from the regular seniority list, then the least

senior employee(s) on the mandatory moving list which will be comprised of the employees physically able to perform the work as per paragraph (a) above shall be assigned the overtime work. Once an employee has worked a mandatory overtime assignment, he/she will not be made to work a mandatory assignment again until all employees on the mandatory list have worked a mandatory assignment.

#### Section 12. Overtime Credit While In Paid Status

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

#### Section 13. Overtime Postings

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

#### Section 14. Time Recordings System

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

#### Section 15. Overtime – Other Classifications

In classifications represented by the Union not assigned to those Units identified in Section 3, it is understood and agreed that the conditions in regard to equal distribution of overtime shall apply as provided in this Article.

## ARTICLE XII

### WAGES

#### Section 1. Cash Compensation

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

#### Section 2. Temporary Assignments in Other Classifications

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

#### Section 3. Temporary Assignments – Compensation

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

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

#### Section 4. Temporary Assignments – Returning to Position

Employees working a temporary assignment, when such assignment is concluded, shall

be returned to the position from which they were transferred with their original classification.

#### Section 5. Promotions – Negotiated Pay Rates

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

#### Section 6. Pay Schedules

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

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

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

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

#### Section 7. Compensatory Time

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



### Unit A

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

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

### Unit B

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

In regards to compensatory time, bargaining unit employees shall make their choice

known to their supervisor no later than at the end of the work week in which the overtime was earned.

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

## ARTICLE XIII

### WORK CLOTHING

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

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

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

D. An employee may provide his/her own uniform only if he/she has prior approval. Said uniforms will be laundered and cleaned only if this can be done with the other uniforms in that department. The University will provide no allowance to an employee if he/she chooses to buy his/her own uniform nor will the University replace uniforms purchased by an employee; however, the University provided uniform shall be available to the employee when he/she so desires.

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

## ARTICLE XIV

### DISCIPLINE

#### Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

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

Disciplinary action may be imposed upon an employee for just cause, which may include skipping steps dependent upon the offense. Progressive and corrective discipline means that the least serious method of discipline, appropriate to the offense and taking into consideration the employee's record, shall be used to correct an employee's behavior. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action given rise to the discipline and has a reasonable period of time to investigate the matter.

## Section 2. Manner of Discipline

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

## Section 3. Union Representation Permitted

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

## Section 4. Personnel Files

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

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

## Section 5. Pre-Disciplinary Meeting

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

documents. The employee and the Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline.

#### Section 6. Notification and Measure of Disciplinary Action

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

#### Section 7. Removal of Discipline

When requested by the employee and/or union representative, notations of oral reprimands or written reprimands shall be removed from an employee's record if twelve (12) months have passed without the employee receiving an additional reprimand for the same or a similar offense. Also, when requested by the employee and/or union representative, suspensions shall be removed after four (4) years from the date of the offense if the employee has not received subsequent discipline for the same or similar offense.

Outdated discipline may not be used against the employee for further discipline.

#### Section 8. Counseling

The Supervisor is encouraged to utilize counseling prior to administering discipline to a

Bargaining Unit member, however it is not mandatory. When counseling is used, a notation of such counseling session shall be placed in the Supervisor's file with a copy of the notation to the employee. A counseling shall not be considered discipline for the purpose of progressive discipline submitted to an employee's personnel file.

#### Section 9. Probationary Dismissals

Employees in this unit who are dismissed during their initial probationary period shall have no right to appeal under the Grievance/Arbitration Article.

#### Section 10. Discharge of Status Employees

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

1. An employee notified of a discharge action who wishes to challenge said action may elect either (a) to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, VI, 250.110(f)(1) through (21), or (b) to file a grievance under Article VII, Grievance-Arbitration Procedure of this Agreement.
2. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System to challenge the discharge, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance/arbitration procedures under Article VIII of this Agreement. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

Grievances regarding the discharge of a status employee shall be filed at Step 3 of the grievance procedure in Article VIII.

## ARTICLE XV

### HOLIDAYS

#### Section 1. Employer Issued Holidays

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

#### Section 2. Pay Status During a Layoff

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

#### Section 3. Determination of Holiday Assignments

Whenever an employee is required to work on any of these holidays, he/she shall receive premium compensation at the rate of one-and-one-half (1 1/2) times his/her regular rate of pay in

addition to his/her regular pay. Whenever full work day assignments are available during a Holiday, the Employees' regular working schedules will determine holiday employment, in accordance with the bid schedule. Whenever condensed duties or fewer positions exist during Holidays, the overtime lists within each unit apply in accordance with Article XI. Employees scheduled to work a Holiday may request the day off with Holiday pay. Such requests shall not be unreasonably denied. If approval is granted, any remaining shifts will be filled by the regular overtime procedures within each unit. However, overtime may not be required and vacancies will be filled based on operational needs within each unit.

#### Section 4. Holidays on the 6<sup>th</sup> or 7<sup>th</sup> Day of the Work Week

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

#### Section 5. Holidays While on Vacation or Sick

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



### Section 6. Holidays During a Scheduled Day Off

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

### Section 7. Calendar Day Holidays on Saturday or Sunday

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

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

## ARTICLE XVI

### ACCRUED LEAVE

#### Section 1. Accrual Chart

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

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

Section 2. Pay Out Procedure

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

Section 3. Accrued Leave Maximum

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

respond to a written request for accrued leave within three (3) work days. Holidays recognized by the University are not counted as part of the leave.

#### Section 4. Pro-Rated Accrued Leave

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

#### Section 5. Accrued Leave Eligibility

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

#### Section 6. Accrued Leave Credit During the First 100 Days of Layoff

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

#### Section 7. Accrued Leave as Personal Days

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

Section 8. Seniority Rights

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

ARTICLE XVII

SICK LEAVE

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

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

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

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

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

## ARTICLE XVIII

### RELATED BENEFITS

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

The employee's immediate family shall be defined as spouse, child, stepchild, mother, father, stepmother, stepfather, brother, sister, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, first cousin, or a member of the immediate household.

The employees of the bargaining units shall be entitled to the benefits as provided to civil service employees by Board of Trustees Regulations, including Sections II.A.9. and II. C.7 as indicated: Educational Benefits, Section II.C.7.h.; Parental Leave (FMLA), Section II.C.7.e.; Court Required Service, Section II.A.9.c.; Sick Leave, Section II.C.7.d.; Extended Sick Leave, Section II.A.91; Military Leave, Section II.A.9.b.; Emergency Leave, Section II.A.9.e.; and Leave of Absence, Sections II.C.7.g., II.C.9.

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

B. Should the Employer, through its Regulations, provide additional benefits to all civil

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

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

## ARTICLE XIX

### NO SUB-CONTRACTING

#### Section 1.

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

## ARTICLE XX

### LABOR MANAGEMENT CONFERENCES

#### Section 1. Labor-Management Meeting Guidelines

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union

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

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.

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

#### Section 2. Conferences Exclusive of Grievance Procedures

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

#### Section 3. Membership Attendance

The Employer will allow up to five (5) employees in the bargaining unit to attend such

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

## ARTICLE XXI

### STAFFING PLAN

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

#### Section 1. Student Ratios

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



Unit I - Housing Food Services

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

Unit II - Housing Custodial Services

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

Unit III - University Union Custodial Services

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

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

Unit IV — Facilities Planning and Management Custodial Services

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

Unit V - Moving Crews (Facilities & Housing)

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

Section 2. Student Employment

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

### Section 3. Bargaining Unit Displacement

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

### Section 4. Inspection of Time Records

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

## ARTICLE XXII

### HEALTH AND SAFETY

#### Section 1. Safety Concerns

The Employer and the Union are committed to providing a safe and healthful work place and to attempt to correct hazards. To accomplish this end, employees shall first notify their immediate supervisor regarding any issues.

#### Section 2. Safety Committee

If issues are not resolved in Section 1, the parties agree to establish a joint Labor/Management Safety and Health Committee consisting of two (2) bargaining unit employees, one each from Dining and BSW. (Names to be submitted by the Union to the University Safety Coordinator by September 15 of each contract year), the appropriate

supervisor and/or department, and the University Safety Coordinator which shall meet at mutually agreed times for the purpose of identifying and recommending corrective action on unsafe or unhealthy working conditions which may exist.

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

### Section 2. Safety Committee

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

## ARTICLE XXIII

### HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

#### Section 1. Health and Life Insurance Benefits

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

#### Section 2. 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 Illinois

Compiled Statutes, Chapter 40, Pension.

Section 3. Statutory Benefits for 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 Illinois Compiled Statutes, Chapter 820, Workers' Compensation (820 TLCS) and Occupational Diseases Act (820 ILCS 3/0).

Section 4. Optional Benefits

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

ARTICLE XXIV

TERMINATION

Section 1. Effective Dates

This Agreement shall be effective September 15, 2020, and shall continue in effect through September 14, 2023. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

## Section 2. Agreement Extension and Termination

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

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

## Section 3. Agreement Modifications

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

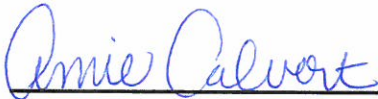
## ARTICLE XXV

### PARKING

Staff parking permits will be \$ 100/year.

ARTICLE XXVI  
ACCEPTANCE BY PARTIES

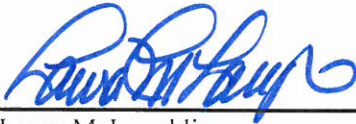
We hereby state that the foregoing instrument consisting of pages numbered one (1) to sixty-four (64) inclusive is mutually acceptable to the parties, and both parties covenant to maintain it and obey its provisions during the period of its effectiveness.



Amie Calvert  
Employee and Labor Relations



Sean Reeder  
Vice President for Business Affairs



Laura McLoughlin  
General Counsel



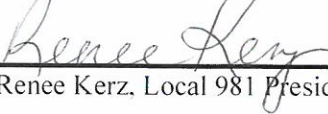
David M. Glassman  
President  
Eastern Illinois University

9/22/21

Date



Natalie Nagel, AFSCME Council 31



Renee Kerz, Local 981 President



Michelle Burnside, Local 981



Dustin Strader, Local 981



Kenneth Keyser, Local 981



Dino Cohoon, Local 981



Tony Willenborg, Local 981

9-21-2021

Date

ADDENDUM A

A. Classifications - Base Hourly Rate                      Effective Dates

<u>UNIT A</u>	9-15-20	9-15-21	9-15-22
	1.5%	1.25%	1.25%
Culinary Worker III	18.45	18.68	18.91
Food Service Sanitation Lab	18.45	18.68	18.91
 <u>UNIT B</u>			
Route Driver	15.11	15.30	15.49
Building Service Worker	20.02	20.27	20.52
Building Service Sub-Foreman	21.24	21.51	21.78
Mail Messenger	22.24	22.52	22.80
Maintenance Worker Repairman	22.19	22.47	22.75
Locker Room Attendant	20.12	20.37	20.62
Laborer Electrician	22.44	22.72	23.00
Pest Controller	21.46	21.73	22.00
Building Mechanic	23.31	23.60	23.90
Storekeeper I	17.70	17.92	18.14
Storekeeper II	21.06	21.32	21.59

Effective September 15, 2020- Raise will be one and one half percent (1.5%) across the board (retroactive to September 15, 2020).

Effective September 15, 2021- Raise will be one and a quarter percent (1.25%) across the board.

Effective September 15, 2022- Raise will be a one percent (1.25%) across the board wage increase.

In addition, all members shall receive a \$150 lump sum payment not added to base wages upon ratification of this agreement.

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

#### B. Starting Rates

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

#### C. Shift Differential

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

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

The shift differential rate received by the employee when working their regularly scheduled shift shall be added to the hourly rate for all non-work hours paid for as holidays,



"bonus" holidays, sick leave and accrued leave, provided the employee was receiving a shift differential immediately prior to using these benefit hours and/or would otherwise be scheduled during the holidays or leave(s) so as to receive a shift differential for actual hours worked.

#### D. Superior Performance Awards

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

### ADDENDUM B

#### A. Moving Crew Differential

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

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

Assignment to the moving crew will be by seniority from among those who bid this duty. However, the University shall have the right to bypass an employee should they be

physically unable to perform the required work. Further, the University shall have the right to remove an employee from the moving crew should the employee become injured or otherwise disabled from performing the functions required.

B. Non-Moving Crew Differential

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

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

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

## ADDENDUM C

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

### A. Summer Employment — Culinary Worker III

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

### B. Additional Holidays

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

### C. Linen Service

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