

AGREEMENT

by and between

The Board of Trustees

EASTERN ILLINOIS UNIVERSITY

and

Teamsters Local No. 26

Affiliated With

The International Brotherhood of Teamsters

Chauffeurs, Warehousemen and Helpers of America

July 1, 2013 through June 30, 2016

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AGREEMENT

by and between

The Board of Trustees

Eastern Illinois University

and

Chauffeurs, Warehousemen and Helpers

Local No. 26

Affiliated With

The International Brotherhood of Teamsters,

Chauffeurs, Warehousemen and Helpers of America

This Agreement made and entered into this February 28, 2014, by and between The Board of Trustees of Eastern Illinois University (hereinafter referred to as "Employer") and Chauffeurs, Warehousemen and Helpers of America (hereinafter referred to as the "Union") in behalf of certain status non-academic employees of the Employer identified in Article III thereof.

ARTICLE I

AUTHORIZATION

This Agreement is authorized by Public Act 83-1014 and Section 36d of the Illinois Statute creating the University Civil Service System of Illinois (Chapter 24 1/2, Section 38(b)(3)).

## ARTICLE II

### LIMITATIONS

Section 1. This Agreement is subject to: (1) Applicable Federal and State laws as they may be amended from time to time; (2) Rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; (3) Rules and regulations of the State Universities Retirement System as they may be amended from time to time; (4) The By-laws and Governing Policies promulgated by the Board of Trustees of Eastern Illinois University as they exist on the effective date of this Agreement; (5) Provisions of REGULATIONS Governing Civil Service Employees (hereinafter referred to as REGULATIONS. . .); each of which is incorporated herein by reference.

Section 2. In the event of conflict among any provisions of this Agreement and any of the foregoing, the foregoing shall prevail, except where a deviation from the same, expressly recognized herein, is agreed upon in express terms hereunder.

Section 3.

(a) The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and exercised full opportunity to make demands and proposals with respect to any subject or matter. Further, it is agreed that this Agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under this Agreement.

(b) Neither party shall be under any obligation to the other party to negotiate with respect to any subject or matter not made of record herein, whether or not such subject or matter was discussed, contemplated, or within the knowledge of either party during the negotiations resulting in this Agreement.

(c) Any and all past contract demands, previous agreements, and past practices not made of record herein that would result in any monetary liability for the Employer shall not be recognized or granted and are agreed to be null and void.

ARTICLE III

CLASSIFICATIONS REPRESENTED

The Employer recognizes the Union as the bargaining representative for employees appointed to status positions at Eastern Illinois University in the following classifications:

Grounds Worker

Grounds Gardener

Maintenance Equipment Operator

Tree Surgeon

as authorized by Public Act 83-1014 and the statutes of the State of Illinois creating the State Universities Civil Service System.

ARTICLE IV

PART-TIME EMPLOYEES

Section 1. The parties agree that part-time employees cannot be used if any bargaining unit persons are on layoff or if any vacancies exist for whatever reason.

ARTICLE V

BENEFITS

Section 1. Benefits shall include but not be limited to: accrued leave, holidays, sick leave, and leaves of absence as set forth in the REGULATIONS . . . . These will not be diminished during the life of this Agreement and any improvements in any of them will be made applicable to employees covered by this Agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 2. a). In the event of a death in his/her immediate family, an employee shall be entitled to 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 day increments.

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

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

Section 3. Holidays. As designated by the University, all bargaining unit employees covered by this Agreement shall be allowed the following holidays with pay: New Year's Day; the day before or after New Year's Day; Martin Luther King's Birthday; Lincoln's Birthday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving Day; Christmas Day and the day before or after Christmas Day.

#### ARTICLE VI

##### UNION DISCRIMINATION AND EMPLOYER RIGHTS

Section 1. The Employer agrees that there shall be no discrimination against officers and members of the Union by reason of their representing the employees of the bargaining unit.

Section 2. The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of the employees insofar as such policies are not inconsistent with the expressed provisions of this Agreement. The Employer recognizes the interest of the Union in any changes which materially affect the working conditions of those represented by the Union and agrees to keep the Union informed prior to such changes, whenever possible.

Section 3. The Employer agrees that it will not require or permit any employee other than employees covered by this Agreement to perform bargaining unit work. This shall not include the unit supervisor in emergencies or when training new bargaining unit employees.

#### ARTICLE VII

##### STANDARD WORK WEEK

Section 1. Work week shall be seven (7) consecutive, 24-hour days commencing at 12:01 A.M. on Monday and ending at 12:00 Midnight on Sunday.

Section 2. Employees shall normally be assigned a work schedule of five (5) consecutive days within each work week. Based on needs as determined by the Employer, individual work schedules may be other than five (5) consecutive days or less than five (5) days for example 4.5

or 4 day work weeks. The work week shall not be less than thirty-seven and one-half (37 1/2) hours.

Section 3. Shift assignments shall be determined by the Employer.

Section 4. All job assignments shall be determined by the Employer based on each employee's experience, demonstrated skills, previous assignments, and qualifications. Employees will be offered the opportunity to train on equipment used in the performance of their job. However, operational needs shall remain the Employer's priority.

Section 5. Unless modified elsewhere in this Agreement, the normal work day shall consist of seven-and-one-half (7 1/2) hours paid, broken at the approximate mid-point by a one-half (1/2) hour unpaid meal period. The normal starting time for this bargaining unit shall be 7 a.m. and the normal ending time shall be 3 p.m.

Section 6. A rest period shall be granted to employees on regular full-time schedules as follows: One 15 minute rest period in the first half and one 15 minute rest period in the second half of the employee's work schedule, or one 30 minute rest period during either the first or second half of the employee's work schedule.

Rest periods shall not be taken adjacent to starting time, lunchtime, or quitting time. Rest periods may not be accumulated and have no compensatory value, either in cash or time off. They are provided solely to give employees a break in the normal work activities.

Section 7. Bid meetings shall be held semi-annually each year beginning on the anniversary date of this Agreement to determine assignment to the weekend schedule in the Grounds Department or whenever any schedule change is contemplated to last longer than thirty (30) calendar days. Except for seven (7) month status employees, should no one in the Grounds Department bid on this shift, it will be assigned to the Grounds employee with the least seniority regardless of classification in the bargaining unit. Any probationary employee shall not have bidding rights.

## ARTICLE VIII

### OVERTIME

Section 1. (a) Overtime shall be paid at the rate of one-and-one-half (1 1/2) times the basic hourly

rate whenever an employee works in excess of seven-and-one-half (7 1/2) consecutive hours in any day or thirty-seven-and-one-half (37 1/2) hours during the regular 5-day work schedule or on a sixth consecutive work day in a work week.

(b) Work performed on the seventh consecutive work day shall be paid at two (2) times the basic hourly rate for employees having an assigned 5-day work schedule other than Monday through Friday.

(c) Work performed on Sunday shall be paid at two (2) times the basic hourly rate for employees having an assigned 5-day work schedule of Monday through Friday.

Section 2. If an employee is called back to work after the close of his regular work shift and has departed the University premises, he shall receive a minimum of two (2) hours pay at two (2) times the basic hourly rate.

If an employee is called in to work on a scheduled day off, he shall receive a minimum of four (4) hours pay at two (2) times the basic hourly rate.

Section 3. An employee off ill on Friday shall be last eligible for weekend work (regardless of his status on the overtime chart). He may be called for work in an emergency, only after all other eligible employees have been called. However, if work is refused, he shall not be charged.

Section 4. Should an employee be requested to work before his regularly scheduled work shift in a workday, he shall be permitted to work his normal work shift in that workday if he so desires. All time in excess of seven-and-one-half (7 1/2) hours in a workday shall be at time-and-one-half his regular basic hourly rate, except as provided in Section 2, paragraph one (1) above.

Section 5. Overtime shall be offered strictly on an as equal basis as possible to employees, counting all overtime hours subject to the provisions of Article VII, Section 4. It is understood that no employee is relieved from their obligation to work overtime if the operation requires.

Section 6. It is mutually agreed that wash-up time shall be provided prior to lunchtime and prior to the end of a shift. Such wash-up time will not exceed ten (10) minutes before lunchtime and not more than ten (10) minutes before the end of the workday.

Section 7. A chart recording all overtime will be kept and any employee in the bargaining



unit, upon request to his supervisor, will be permitted to review the chart.

Section 8. The supervisor may allow bargaining unit employees to accumulate up to a maximum of 52.5 hours of compensatory time; however, when desiring to use compensatory time, bargaining unit employees must request and receive approval from their supervisor 48 hours in advance of desired usage. Furthermore, bargaining unit employees shall be allowed to carry over unused compensatory time into a new contract year but by so doing, the employee's balance shall not exceed the maximum of 37.5 hours at the beginning of each fiscal year.

Bargaining unit members may choose to cash out up to fifteen (15) hours of compensatory time at the end of each fiscal year. The employee must submit a written notice between June 1 and June 10 and the pay shall be on the next available processed payroll. The cash out option in this section applies only for the term of this Agreement. At the conclusion of this Agreement on June 30, 2016, compensatory time will resume back to a maximum of 37.5 hours without a buy back option.

Section 9. When the Employer implements a work schedule other than five days worked and two (2) days off in the work week, then the daily overtime rules in Section 1a shall be modified to reflect the new work schedule and the new number of hours in the work day that must be worked prior to being eligible for overtime pay in the work day.

Section 10. For the purpose of computing overtime, paid benefit time for which work is not performed shall count as time worked in any work week.

#### ARTICLE IX

#### JURISDICTIONAL DISPUTES

Jurisdictional disputes shall be settled by the Unions involved and the Employer shall not change existing work assignments unless and until the dispute is settled. The Employer reserves in any case the right of final decision as to work assignment, and that such decision will be based not only on the Union agreements as above mentioned, but also on local practice covering the work in question. In the event the Employer notifies the Union that a question of jurisdiction has developed and the Union does not make an effort within 30 days to defend its jurisdiction, it shall be considered by the Employer a waiver of jurisdictional rights.

## ARTICLE X

### NO STRIKE

Section 1. During the life of this Agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slow-down, interruption of work, picket line, secondary boycott, or other interference of any kind with the Employer's operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article. In the event an employee is in violation of this Article, his/her fringe benefits as outlined elsewhere in this Agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 2. Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with the Employer's operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members, or by any other person or persons during the life of this Agreement. Any employee who is absent from work without permission, or who refrains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates that a strike or other work stoppage as defined in Section 1 above occurs, may be presumed to have engaged in such strike or work stoppage on such date or dates and shall be placed in a non-pay status for such days. Any employee who violates this Article shall be subject to disciplinary action including discharge and such action may not be raised as a grievance or be subject to any review procedure under this Agreement except as to a dispute involving an individual's involvement in activity prohibited by this Article.

Section 3. Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such

violation and to restore conditions to the status in which they existed prior to the violation, and the Union in so using its best efforts shall include the posting of notices in conspicuous places where employees are most likely to see them, which notices shall express the disapproval of the Union as to the violation, and which further shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

#### ARTICLE XI

##### EQUAL EMPLOYMENT OPPORTUNITY

There will be no discrimination by either the Union or the Employer with respect to any applicant or employee because of race, creed, color, national origin, religion, age, sex, sexual orientation, mental, or physical handicap.

#### ARTICLE XII

##### COMPENSATION OF EMPLOYEES

Section 1. Compensation of employees covered by this Agreement shall be as set forth in Addendum A attached hereto and made a part of this Agreement.

Section 2. The Employer shall pay one (1) employee (as designated by the Union) for regular scheduled work hours missed as a result of that employee's attendance at scheduled contract negotiations, subject to seven and one-half (7 1/2) hours per day or the daily number of hours in the work day as outlined in Article VII, Section 2 of this Agreement.

Section 3. The Union designated Steward shall be compensated strictly at the basic hourly rate, for any scheduled and lost work hours or fractions thereof, spent by the Steward in the filing of any grievance. When in the judgment of the Employer, such lost and otherwise compensated work hours appear excessive, the Employer shall not be obligated to continue to compensate any such excess. This limitation shall be subject to review and disposition as may be agreed by the parties to this Agreement.

Section 4. Whenever employees covered by this Agreement are required to make an over-the-road trip as a part of or in addition to a regular day's work and the aggregate of all hours work in

the day is expected to exceed ten (10) hours, a second employee shall be assigned to assist in driving responsibilities.

Section 5. Bargaining unit members who obtain a CDL License for the State of Illinois may be compensated for the full endorsement fee and half of the application and renewal fees, if submitted within thirty (30) days of licensure. Total reimbursement is not to exceed \$35.00.

### ARTICLE XIII

#### GRIEVANCE/ARBITRATION PROCEDURE

##### A. Introduction

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article XII for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms of this Agreement. Each party waives its right, if any, and the rights, if any, of all those whom it represents, to use any other procedure as a means to the resolution of any grievance. The Union further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinafter defined.

##### B. Management Right

For the purpose of this grievance procedure, every Employer decision reached in the resolution of a grievance or the denial of any grievance, at any step shall be deemed to have been made pursuant to an exercise of management rights. Every grievance that, explicitly or by implication, questions the merits of any such decision shall be deemed to be a grievance that questions an exercise of management rights.

##### C. Definitions

For purposes of this grievance procedure, the following definitions shall be applicable:

Grievant shall mean any member covered under this Agreement or the Union in behalf of all members in the unit, who, pursuant to the terms of this Agreement, seeks resolution for a grievance.

Grievance is an allegation by the Grievant that any express provisions or term of this Agreement or any of the written policies of the Employer expressly incorporated elsewhere in this Agreement has been violated by the Employer.

A grievance shall be submitted as a written and signed statement setting forth all the known facts material to the alleged violation including the specific contractual provisions alleged to have been violated or in dispute.

Day shall mean a working day, Monday through Friday exclusive of any Employer approved holiday.

#### D. Informal Complaint Procedure

An employee having a misunderstanding or wishes to offer a complaint regarding employment may consult with the immediate supervisor. The supervisor may consider and attempt to resolve or adjust such issues.

#### E. Grievance Procedure

STEP 1: Within five (5) days following any violation giving rise to a grievance, and the grievant was or should have been aware of the violation, the grievant may submit a grievance to the appropriate Department Head. The Department Head shall first review the grievance and then personally discuss the issue with the grievant. Every effort shall be first made to conciliate the matter. Should conciliatory efforts not resolve the matter, the Department Head shall render a decision regarding settlement or denial of the grievance and shall forward that decision in writing to the grievant within five (5) days following receipt of the grievance. The grievant retains the right to have a Union Steward present at any discussion between the grievant and the Department Head.

STEP 2: Should the grievance not be resolved in Step One (1) to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Director of Employee and Labor Relations or designee within three (3) days following receipt of the Department Head's response. The Director of Employee and Labor Relations or designee shall first review and investigate the grievance and the history of actions taken in Step One (1) and then personally discuss the issue with the grievant and the Steward. Every effort shall be first made to conciliate the matter.

Should such conciliatory efforts not resolve the matter, the Director of Employee and Labor Relations or designee shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant and union within five (5) days following receipt of the grievance.

Section F.

A. If the Union is not satisfied with the Step II response, the written grievance may be referred to arbitration by so notifying the Director of Employee and Labor Relations or designee in writing within ten (10) working days after the receipt of the Step II decision. 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 Conciliation Services to submit a panel of five (5) arbitrators. The parties shall alternately strike the names of two 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 requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Charleston, Illinois, unless otherwise mutually agreed.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or 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 employees travel expenses and/or time spent outside of the employees normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator

shall then proceed to determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of briefs, whichever is later, unless the parties agree to an extension.

The decision and award of the arbitrator shall be final and binding on the Employer, Union and the employee or employees involved. The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy.

#### Section G.

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

C. The Employer's failure to respond within the time limits shall not find in favor of the grievant but shall automatically advance the grievance to the next steps except Arbitration.

D. Grievances may be filed at any step of the Grievance Procedure by mutual agreement of the parties at that step.

E. Probationary employees dismissed during their probation period shall not have a contractual right to file a grievance under Article XIII, Grievance/Arbitration Procedure.

## ARTICLE XIV

### PURPOSE OF AGREEMENT

a) It is the intent and purpose of this Agreement to assure sound and mutually beneficial relationships between the Employer and the Union, to provide an orderly and peaceful means of conducting negotiations and/or resolving misunderstandings, and to set forth the basic and full understanding between the parties regarding rates of pay, hours of work and other conditions of employment affecting employees in the classification covered.

b) Supervisors and Stewards are assigned a special responsibility for the faithful application of this Agreement. The Employer and the Union will each train these representatives in the terms and conditions of this understanding, and particularly, in the use of the procedures provided herein for resolving employment questions. The Employer and the Union are committed to the uninterrupted effective performance of the teaching and research functions of the Employer, subject to any changes in State or other laws or policies applicable to the Employer.

## ARTICLE XV

### NOTICES

Section 1. In the event an employee is to be given a shift change, he shall receive notice of such shift change at least forty-eight (48) hours before said change is to take effect.

Section 2. In the event an employee is to be given notice of a layoff, he shall receive notice of such layoff at least fifteen (15) working days before said layoff is to take effect.

Section 3. The Union will be permitted to post notices on existing bulletin board space, exclusively designated for union use, provided such notices are not political, partisan or defamatory in nature.

## ARTICLE XVI

### MISCELLANEOUS

Section 1. Safety apparel and equipment, excluding shoes, required by the University will be furnished by the University.

Section 2. The Union Steward shall be provided a copy of all disciplinary actions placed in an employees official record.



## ARTICLE XVII

### DUES DEDUCTION AND FAIR SHARE

Section 1. The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues or assessments;
- b) Union sponsored credit union;
- c) Benefit program contributions which have been approved by the Board of Trustees;
- d) Voluntary contributions to the DRIVE Fund.

Section 2. Pursuant to Section (11) of Public Act 83-1014 effective January 1, 1984, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the

duration of the Agreement.

If during the duration of the Agreement the exclusive representative can show that a majority of bargaining unit employees are union members through verification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

Section 3. In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Teamsters Local 26 by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, or the fair share fee, in writing, at least fifteen (15) days prior to its effective date.

Section 4. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

#### ARTICLE XVIII

##### HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1. During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

Section 2. During the term of this Agreement, retirement, death, and disability benefits shall be

provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, Chapter 40, Pensions.

Section 3. During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, Chapter 820, Workers' Compensation Act and Workers' Occupational Diseases Act.

Section 4. During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible university employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Board of Trustees policies and guidelines.

#### ARTICLE XIX

##### ACTIVITY DURING WORK HOURS

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

The Union shall have the right to appoint a steward where workers are employed under the terms of this Agreement. Stewards, upon requesting and receiving approval from their immediate supervisor or designee, 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 or attend meetings may be called back when operations require their immediate presence. No employees or Union representative shall leave work to investigate, file, process grievances, or attend meetings without first making arrangements with their immediate supervisor or designee. 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 a grievance or meeting and no overtime will be generated as a result of such activity.

## ARTICLE XX

### EFFECTIVE DATE

This Agreement shall remain in full force for a three (3) year term, commencing July 1, 2013 through June 30, 2016, and if neither party gives notice of a desire to modify or terminate shall automatically renew and shall continue in full force and effect from year to year thereafter until one party gives notice of a desire to modify or terminate. Notice of a desire to modify or terminate by either party shall be in writing and shall be presented not less than sixty (60) days prior to June 30, 2016, or any subsequent anniversary date of this Agreement.

ADDENDUM A

BASIC HOURLY WAGES

(For period 7-1-2013 through 6-30-2016)

EFFECTIVE DATES

<u>CLASSIFICATION</u>	<u>7-01-13</u> 1%	<u>7-01-14</u> 1%	<u>7-01-15</u> Wage Opener
Grounds Gardener	\$21.83	\$22.05	
Grounds Worker	\$20.53	\$20.74	
Maintenance Equipment Operator	\$20.76	\$20.97	
Tree Surgeon	\$20.53	\$20.74	

Section 1. Wage Opener

The parties agreed to a wage opener for the Third (3<sup>rd</sup>) year of the agreement.

Section 2. Saturday/Sunday-Shift Differential

Employee(s) who customarily and are regularly scheduled to work Saturday and Sunday shall receive an additional \$0.75 per hour for all hours worked on these days. Such additional compensation shall be added to their basic hourly rate for purposes of computing any overtime premium payments.

AGREEMENT  
by and between  
THE BOARD OF GOVERNORS OF  
STATE COLLEGES AND UNIVERSITIES  
on behalf of  
EASTERN ILLINOIS UNIVERSITY  
and  
TEAMSTERS, LOCAL NO. 26

Teamsters Local 26, representing certain employees at Eastern Illinois University, and the Board of Governors of State Colleges and Universities on behalf of Eastern Illinois University agree to the following terms in full and complete settlement of all grievances, past, present and future, which have or will have a subject matter related to placing or removing field coverings (including tarpaulins) from athletic, recreational or any other field owned, operated or used by the University.

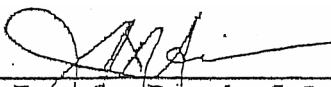
A. The Union hereby and forever waives any claim of jurisdiction or right of assignment of duties or right of performance of duties related to the placing or removing of field coverings (including tarpaulins) on any athletic, recreational or any other field owned, operated or used by the University.

B. The University shall grant a ten cent (\$ .10) per hour increase in base salary to bargaining unit employees effective March 1, 1995. The rate of pay for each classification effective March 1, 1995 shall be as follows:

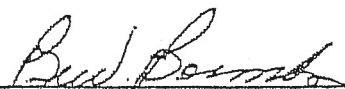
Grounds Worker	\$12.60
Maintenance Equipment Operator	\$12.75
Maintenance Laborer	\$10.37

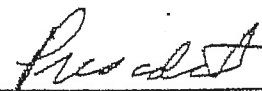
C. The University shall cause to be paid to each bargaining unit employee a retroactive payment equal to the additional ten cent (\$ .10) per hour increase in base salary calculated commencing March 1, 1995 or their date of employment, whichever is later.

In full and complete settlement of all issues related to this subject matter the parties hereby agree this 26th day of May, 1995:

  
\_\_\_\_\_  
For the Board of Governors of  
State Colleges and Universities  
on behalf of  
Eastern Illinois University

6/2/95

  
\_\_\_\_\_

  
\_\_\_\_\_  
For Teamsters Local 26 and  
the employees it represents at  
Eastern Illinois University

ARTICLE XXI

ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one to twenty-two (22) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Amie Calvert  
Office of Employee and Labor Relations

Patrick A. Gleason  
President, Chauffeurs, Warehousemen & Helpers Local No. 26

Wesley White  
Vice President  
for Business Affairs

Patrick A. Gleason  
Chauffeurs, Warehousemen & Helpers Local No. 26

Robert J. Miller  
General Counsel  
Eastern Illinois University

William L. Perry  
President  
Eastern Illinois University

4/10/14  
Date

5/1/2014  
Date