

AGREEMENT

by and between

The Board of Trustees of Illinois State University

and

AFSCME Council 31, AFL-CIO,

for and in behalf of Local 1110

dated

July 1, 2008 through June 30, 2011

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PREAMBLE

This Agreement, made and entered into on the date hereinafter set forth, by and between the Board of Trustees for and in behalf of Illinois State University at Normal, Illinois, hereinafter called Employer, and AFSCME Council 31, AFL-CIO, for and in behalf of Local 1110, hereinafter referred to as the Union with its purpose being the promotion of harmonious relations between the Employer and the Union and the establishment of a peaceful procedure for the resolution of differences. Witnesseth:

ARTICLE 1: RECOGNITION AND AUTHORIZATION

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the following position classifications:

- | | |
|-------------------------|---------------------------------|
| Cook | Food Service Stores Laborer |
| Head Cook | Locker Room Attendant |
| *First Cook | Building Service Worker |
| *Second Cook | *Cash Register Operator |
| Food Service Worker II | *Cash Register Supervisor |
| Grounds Worker | Dishroom Supervisor |
| Laundry Worker | Athletic Turf Specialist |
| Greens Worker | Equipment Service Worker |
| #BSW Learner | Automotive Technician |
| #Cook Learner | Food Service Sanitation Laborer |
| #Grounds Worker Learner | |

* denotes an inactive classification.

denotes nonstatus positions

In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position

classification from the bargaining unit as long as the type of work performed by the position remains the same.

This Agreement is authorized by the Illinois Educational Labor Relations Act (originally Il. Rev. Stat., Ch. 48, Par. 1701 et seq. and subsequently 115 ILCS 5/1 et seq. and 110 ILCS 70/36d)

ARTICLE 2: LIMITATIONS

Section 2.01: Applicable Laws, Policies, and Guidelines

This Agreement is subject to:

- (1) Applicable Federal and State laws as such laws may become amended from time to time;
- (2) Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- (3) Board of Trustees Governing Policy, By-Laws and Regulations, as such may be amended from time to time, except as expressly provided for in this Agreement;
- (4) Policies, procedures, and provisions of employment as established by the University, as such may be amended from time to time, except as expressly provided for in this Agreement.

Section 2.02: Changes in Applicable Laws, Policies and Guidelines

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

ARTICLE 3: MANAGEMENT RIGHTS

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement

is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following...

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct the employees, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health or safety reasons;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;
- set standards for services to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- change or eliminate existing methods, equipment, or facilities;
- establish reasonable standards of dress for work attire.

It is the Employer's intent to abide by the provisions of the collective bargaining Agreement.

Management retains all of its rights with respect to the inclusion of the Cook Learner, Building Service Worker Learner, and Grounds Worker Learner nonstatus titles in the bargaining unit.

Specifically, the Employer retains the sole right to decide when to employ individuals in these nonstatus titles, establish the selection criteria for employment, and determine the design of the program within the guidelines set forth by the State Universities Civil Service System Statute and Rules.

ARTICLE 4: PROPORTIONATE SHARE CLAUSE

This proportionate share provision shall not become effective until the Union demonstrates to the Director of Human Resources or Designee that in excess of 50 percent of the employees in the bargaining unit have joined the Union based upon written payroll dues deduction authorization from such employees filed with the Employer. Upon this provision taking effect, the Union shall submit to the Employer an affidavit which certifies the amount constituting an Employee's proportionate share of the cost of the collective bargaining process and the contract administration, which amount shall not in any event exceed the dues uniformly required of members of the Union.

Within 30 days after the Union certifies to the Employer the amount of the proportionate share fee, the Union shall notify all non-member employees as to the amount of the proportionate share fee and the procedure by which non-members may object to the proportionate share fee. The Union shall set up a procedure by which it will receive and consider objections.

The proportionate share fee deduction shall commence with the first pay period starting 30 days after the Union certifies to the Employer the amount of the proportionate share fee or 30 days after the date of original employment for a new employee, whichever is later. Each full-time or part-time employee in the bargaining unit who is not a member of the Union shall be required to pay the proportionate share fee. Such proportionate share payments shall be deducted from the earnings of the non-member employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

The Employer agrees to deduct Union dues, assessments, P.E.O.P.L.E. deductions, and Union sponsored benefit program contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions be made. The Union shall certify the current amount of Union deductions.

The amount of the above employee deductions shall be remitted to AFSCME Council 31 after the deduction is made by the Employer with a listing of the employee and the employee's University identification number and the individual employee deduction(s). The Employer shall also include the employee's address and telephone number on a separate listing in November and May of each calendar year.

It is understood and agreed that the Employer and the Union jointly acknowledge and respect the provisions of the "Wage and Salary Withholding Act" as amended, in regard to dues authorization and revocation cards.

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions of this clause or in reliance on any list, notice, certification, affidavit or assignment furnished.

Upon the proportionate share provision of this Article taking effect, the Union shall provide the Employer with a description of the Union's procedure for hearing employee objections to the proportionate share deduction.

ARTICLE 5: JURISDICTION

In case of jurisdictional disputes arising between representatives of this Union and those of other Unions, it is agreed that such differences shall be settled between the Employer and Unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been an agreement on the part of the Employer and the Unions concerned and that such change is in accordance with their mutual consent. If a question arises over an assignment of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting the matter to final decision. The work shall be continued as originally assigned, pending an agreement between the Unions concerned and the Employer. In the event the Employer notifies the Union that a question of jurisdiction exists and the Union does not make an immediate effort to defend its jurisdiction, it shall be considered by the Employer a waiver of jurisdictional rights.

ARTICLE 6: NO STRIKE - NO LOCKOUT

Section 6.01: No Strike

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 6.02: No Lockout

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

ARTICLE 7: DISCIPLINE AND DISCHARGE

Section 7.01: Discipline

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. Discipline will only be issued by an employee who is outside of the bargaining unit unless performing discipline related tasks is part of the employee's job description. Discipline shall be limited to the following:

1. Oral warning
2. Written reprimand
3. Suspension
4. Discharge

Any employee covered by this Agreement shall have the right to Union representation at any investigatory meeting which may result in the application of discipline or at any disciplinary hearing. The Union and the employee shall normally be given twenty-four (24) hours notice prior to the commencement of any such meeting; however, an oral warning may be issued on the same shift that notice is provided. Disciplinary meetings for misconduct which the Employer decides requires immediate action shall be held as soon as practical and only oral notice will be given in such cases.

Section 7.02: Discipline Notification

Disciplinary action shall be issued in a timely fashion. Whenever an employee is given written record of oral warning, written reprimand, suspension or is discharged, notice of such action shall be given to the Union. Management will not discipline employees in the presence of other employees, the public, students, faculty or other staff, nor will Management release information to the mass media while a matter is under investigation or is the subject of an active grievance.

Section 7.03: Discipline of Probationary Employees

The Employer retains the sole right to discipline and dismiss Learner and probationary employees. The administration of discipline and resultant dismissal of employees in a Learner or probationary status is not subject to grievance or arbitration under this Agreement. A Union representative may be present during any disciplinary meetings held between the probationary employee and the Employer.

It is clearly understood that discipline and/or dismissal of bargaining unit employees during their learner or probationary period is determined solely by the Employer and not subject to the grievance procedure. Union representation is all that is afforded in these discipline/dismissal procedures.

Section 7.04: Grieving of Discipline

Discipline issued by Human Resources shall be initiated at Step 3 of the grievance procedure.

Section 7.05: Notification of Discharge

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board in accordance with the statute. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner diminish the Employer's or the employee's rights under the State Universities Civil Service System. A grievance may be filed directly at Step 3 but must be submitted prior to or during the reconciliation meeting so that one meeting serves as a grievance hearing and a reconciliation meeting.

State Universities Civil Service System procedures shall not commence until a grievance filed on the basis of intent to discharge has been responded to at Step 3. In the third level response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee notified of commencement of State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110 (e)(1) through (7).
- 2) Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

ARTICLE 8: GRIEVANCE PROCEDURE

Section 8.01: Definition

A grievance is a dispute or difference between the parties with respect to the application, administration, interpretation or meaning of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union.

Section 8.02: Union Grievances

A grievance filed by the Union shall be initiated in writing at Step 2 of this procedure within ten (10) work days after the Union knows or should have known of the condition causing the grievance to be

filed. For purposes of the grievance procedure, work days are considered to be Monday through Friday.

Section 8.03: Time Limits

Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the Employer to respond to the grievant or Union within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the designated union representative(s) and management.

Section 8.04: Employee Representation

An employee or group of employees may at any time present Step 1 grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.

Section 8.05: Steps Within Procedure

Grievances may be withdrawn by the Union at any step without prejudice or precedent.

STEP 1: Within 10 working days after the first occurrence, or within ten (10) working days after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Union shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within ten (10) work days after such presentation.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant, Union representative, and the immediate supervisor. The written grievance shall contain a complete and specific statement of the facts of the grievable act, the provision or provisions of this Agreement at issue, and the relief requested. Improper grievance form, incorrect date, or incorrect Article or Section citation shall not bar the grievance. The written grievance shall be submitted to the department head or designee within ten (10) work days after the Step 1 oral response. The department head or designee shall

meet within ten (10) work days with the grievant and representative in an attempt to resolve the grievance. The department head or designee shall issue a written response to the grievance within ten (10) work days following the meeting.

STEP 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Director of Labor and Employee Relations or designee at the Office of Human Resources within ten (10) work days after the Step 2 response. The Director of Labor and Employee Relations or designee shall initiate scheduling a meeting no later than fifteen (15) working days after submission to Step 3. The Director of Labor and Employee Relations (or designee), the grievant and Union representative will meet at a mutually agreeable time. The Director of Labor and Employee Relations or designee shall issue a written response to the grievance within fifteen (15) work days following the meeting.

Section 8.06: Other Provisions

The Employer shall notify the Local 1110 President, in writing, of the designated representative of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify in writing to the Employer the names of the stewards in each area, the Chief Steward, and the Local 1110 Grievance Committee.

If the grievance is one from an individual employee, the grievant and one Union representative shall be given paid time off (as necessary) to investigate and process the grievance. In all other cases, an additional employee shall be allowed time off for purposes of representation.

If the grievance is one from a group of employees or a class action grievance, two of the grievants representing the class or group along with the grievance committee (maximum of four individuals) shall be given paid time off for meeting, as necessary, in the processing of the grievance. In addition to the Union representative(s) mentioned in this Section, the Local 1110 President or designee may attend grievance meetings and be given time off for such meetings.

ARTICLE 9: ARBITRATION

If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Labor and Employee Relations or designee for arbitration within ten (10) work days after receipt of the Step 3 response.

Within six (6) months from the date of presentation of the grievance to arbitration, the parties shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration Association, or other mutually acceptable source. The parties shall meet in person or by telephone and alternately strike names, until a single name remains. The cost of services of the arbitrator, court reporter, transcripts, and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses and/or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and By-Laws, University Rules and Policy, laws of the United States and the State of Illinois and Rules and Regulations of administrative agencies are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a period earlier than five (5) days prior to the Step 1 grievance filing date. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this

Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

ARTICLE 10: SENIORITY

Section 10.01: Seniority Determination

Seniority shall be by classification based upon the length of service from the first date of employment in the classification. Layoffs and rehiring shall be conducted on the basis of seniority. An employees' regular working schedule will be used in determining which employees will be offered work on holidays, but management reserves the right to determine actual work hours on the holiday. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

Employees will not accrue seniority while in a learner status, except that they will be placed on appropriate overtime lists upon assignment to a position. Employees in a learner status shall have no bid rights and may be assigned positions at the discretion of the Employer.

Section 10.02: Use of Seniority

Seniority shall prevail in each classification in regard to layoffs, vacation periods, hours of work, days off, and work area. The Employer accepts the principle that whenever vacancies occur in a particular work location within a classification, the choice to fill such vacancies shall be given based on seniority.

Any proposed deviation from this principle shall be submitted to the Director of Labor and Employee Relations and the President of Local No. 1110 together with the reasons therefore. The reasons for deviations may be subject to grievance and arbitration procedures.

Prior to filing a grievance, the Director of Human Resources or designated representative and the Local No. 1110 President and Steward shall make every effort to resolve the question without resorting to the grievance procedure.

Section 10.03: Promotional Decisions

Promotional decisions 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 10.04: Seniority Lists

Seniority lists in the collective bargaining classifications covered by this Agreement shall be revised annually as of January 1st by the Employer and a copy shall be furnished to the Union. Seniority shall be expressed in years, months, and days for employees in each classification.

ARTICLE 11: BID PROCEDURE

Section 11.01: Bids

- A. Campus Dining Services Classifications: For the classifications of Head Cook, First Cook, Second Cook, Cook, Food Service Worker II, Food Service Sanitation Laborer, Food Service Stores Laborer, Cash Register Operator, Cash Register Supervisor, and Dishroom Supervisor, all full-time status positions for status employees shall be subject to a bid for hours of work, days off, and building for the fall and spring semester. Part-time employees shall not be allowed bid opportunities.

Summer Period:

For the summer period Management shall determine the number of positions needed in each classification and the duration of the work assignments, and shall coordinate any necessary bid. The work available shall be offered based on seniority irrespective of employment status. Employees will bid by seniority for their days off and hours of work. Management will determine job assignments and locations, providing as much advance notice as possible. Prior to the bid, any changes in summer schedules will be announced. As summer business dictates, positions will be offered to laid-off employees on a seniority basis by classification for those areas needing additional employees.

B. Building Service Worker Classification: For the classification of Building Service Worker, all status positions for status employee work assignments will be subject to bid prior to the fall semester and again prior to the summer period.¹ However, the six (6) positions on the first and second shifts at Bone Student Center, three (3) positions in Health Service, three (3) positions in Special Services, five (5) positions in the Science Lab Building, and one (1) first shift position in Metcalf will be open for bid only at the fall bid meeting. The successful bidder for these positions will remain in the position as specified above, unless they notify Campus Services in writing with a copy to the Union prior to any additional bid meeting. The subsequent availability of these positions for bid shall then be announced as soon as possible but in any event no later than the beginning of the bid meeting. The Employer shall also conduct a special bid meeting in December prior to Spring semester for the purpose of allowing interested bargaining unit employees the opportunity to bid on jobs which have become vacant since the fall bid meeting due to employee separation from services. The Employer will inform Building Service Workers as to the date and time of the special bid meeting and those Building Service Workers who wish to bid shall be allowed to attend the meeting. Open positions shall be bid until there are no bidders. Management shall have the right to assign vacancies not filled in this process to non-status employees. For Building Service Workers in residence halls, the bid shall be for hours of work, days off, building, and floor. For all other Building Service Workers, bid notices for work assignments may be of the following types:

- (1) Hours of work, days off, building, and floor(s).
- (2) Hours of work, days off, and building(s).
- (3) Hours of work, days off, and area.
- (4) Hours of work, days off, and crew (may be by building(s) or area²).

¹In order to maintain flexibility and continuity, all work assignments in the residence halls during the summer months are subject to change, based on the operational needs of the Employer.

²Work assignments may or may not be further bid on, based on seniority within the building or crew, depending on the operational

- (5) Hours of work may be variable. Days off may be variable. Work locations and assignments may be variable (flex or relief).

It is understood and agreed that all work assignments (bid positions) are subject to temporary changes based on the operational needs of the Employer. The Special Services Crew will also receive the differential while picking up trash on the trash route.

- C. For employees bidding for a flex (or relief) position, the hours of work and days off shall remain constant within any work week. However, hours and days off may be changed from week to week.
- D. If a status employee's position is abolished, there shall be a bid meeting held in accordance with this section.
 - (1) The affected employee's position and all positions of employees with lesser seniority shall be declared vacant and subject to bid by all employees in accordance with their classification seniority. All vacancies created as a result of bidding shall be bid at the same meeting.
 - (2) The bid notice shall describe in the customary manner all vacant positions to be bid. The supervisor shall inform each employee in the classification fourteen (14) calendar days prior to the bid meeting.
 - (3) This procedure is applicable to conditions expressly described in this section only.
- E. Locker Room Attendant Classification: Locker Room Attendants shall have vacancy bids only.
- F. Grounds Workers Classification: Grounds Workers shall be allowed to exercise their seniority once per year for work location, snow areas, and days off.

needs of the Employer. Some examples are Special Services, Milner Library, Bone Student Center, etc.

- G. Whenever a vacancy occurs in any existing classification, the Employer shall inform the Union and each status employee in the classification three working days prior to the bid meeting in which the vacancy is to be filled. The notice of vacancy shall be dated and contain hours of work, days off, and work location of the vacancy and shall specify when and where the bid meeting will be held. All status position vacancies, however created, shall be filled by this bidding procedure. For Building Service Workers, bid meetings shall be as described in Section B above with no vacancy bids.
- H. The Employer reserves the right to define the available hours of work, days off, and work locations.
- I. An employee who is unable to attend a bid meeting may submit a written bid for any position in their classification to their immediate supervisor with a copy to the Union. For Building Service Workers, the written bid shall specify the page number and the job number; for Campus Dining Services, the written bid shall specify the kitchen and the job number.
- J. A Building Service Worker, Food Service employee, or Grounds employee who will have finished probation by the time of the switch over will be allowed to bid.

Section 11.02: Employees on Leave of Absence

In the event that an employee is on paid leave of absence due to illness or disability for a period in excess of thirty days, the Employer may fill that employee's position without use of the bid process. Upon an employee's return to work from a paid University leave of absence due to illness or disability, the employee shall be returned to their bid position, if available; otherwise to a position with the same hours of work and days off. An employee who returns to work after a leave other than a paid University leave of absence due to illness or disability, shall be returned to any vacant position within their classification with the same hours of work and days off as their bid position, if available; otherwise to a position in the same classification.

Building Service Worker Classification: If at the time the bid takes place, an employee is off work for a period in excess of thirty consecutive days, and there is no expected date of return

available before changeover, the employee will not be permitted to exercise their right to bid a position. The employee will be allowed to bid days off and hours of work. Upon release and return to work, the employee will be assigned any position with appropriate days off and hours of work.

Replacement of Employees on FMLA or SURS Disability Leave

(The following language applies to BSWs):

When a status employee who has bid a status work assignment is off work because of sick leave, worker's compensation, or disability for two weeks or more, employee's in the full relief positions in that zone will be offered that position by seniority. Movement of the employee is based on availability of extra help, which is determined by management. It is management decision to determine hiring and placement of extra help. Extra help employees would be placed in the relief position that was vacated. Upon return from leave the employee shall have the right to return to their original position, seniority permitting.

(The following language applies to Dining Services, Campus Services and Grounds employees):

If at the time the bid takes place, an employee is on SURS disability and not protected by FMLA, and there is no expected date of return available, the employee will not be permitted to exercise their right to bid a position.

Section 11.03 Bid Procedure

When an employee is not present for any reason at a bid meeting when their name has been called and the bidding has gone on to employees of lesser seniority, the senior employee shall be allowed to bid on remaining positions, as soon as the bid in process at the time of their arrival is completed. Once the next name is called the previous bidder cannot change their bid.

Section 11.04: Pay During Bid Meetings

Employees shall receive their regular rate of pay for attendance at bid meetings during their hours of scheduled work. Employees shall not be paid for attendance at bid meetings during their off-duty hours. Bid meetings shall normally be scheduled to commence between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Section 11.05: Posting of Bid Sheets

The University will post bids seven (7) calendar days prior to the scheduled bid meeting.

ARTICLE 12: HEALTH AND SAFETY

The Employer recognizes its responsibility to make reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practice which will result in safe working conditions.

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers, students, faculty, and staff.

If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the employee shall inform the supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue.

If necessary, the matter shall be referred by the supervisor to the appropriate health and safety subcommittee. If necessary, the matter may be referred to the University Environmental Health and Safety Office. If the matter is not resolved, it will immediately be taken by the Union to the Director for Labor and Employee Relations or designee.

ARTICLE 13: GENERAL PROVISIONS

Section 13.01: Non-Discrimination

The parties agree that all employees (supervisors and employees) are expected to treat customers, and other employees with dignity and respect. The University will not condone harassing, threatening, or any other inappropriate behavior.

The Employer and the Union agree that they will not practice discrimination against any employee because of race, creed, color, national origin, sex, sexual orientation, political affiliation, marital status, age, physical or mental handicapped condition, or for being a disabled veteran or a veteran of the Vietnam Era.

The Employer and the Union agree that there shall be no discrimination against or coercion of any employees regarding Union membership, that Union membership is entirely a matter of the employee's free choice and determination. Further, the Employer agrees that there shall be no discrimination by any representatives of the Employer, including supervisors of employees, against any Union member, steward, or officer of the Union, including those who are participating in negotiations, adjustment of grievances, or the performance of committee work as provided in this Agreement.

Section 13.02: Uniforms and Shoes

When uniforms are required, the Employer will determine the style of uniform to be provided.

The Employer agrees to furnish, launder, clean, maintain, and replace uniforms provided by the Employer without cost to the employee.

Employees may provide their own uniforms with approval of the Employer. Uniforms provided by employees will be laundered or cleaned by the Employer only if the laundering or cleaning can be done with the other uniforms of that department. The expense of purchase and replacement of such uniforms shall not be borne by the Employer.

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

Section 13.03: Work by Classification

Except in emergencies and the instances described below, employees shall not work out of classification. The phrase "performs other duties as assigned" on the position Class Specifications shall be interpreted as "performs other duties as required or assigned which are reasonably within the scope of the duties in this job classification."

Management shall have total flexibility in assigning duties between the Grounds Workers and Maintenance Equipment Operator classifications only. These classes shall be allowed to work by themselves or in groups as supervisors deem necessary. These classes shall be allowed to do routine work, non-routine work, or equipment operation assigned if so qualified. No differential will be paid regardless of assignment. Overtime will be assigned between the Grounds Workers and Maintenance Equipment Operators in accordance with Article 15, Section 2.

Cash Register Operators and Cash Register Supervisors can perform other related duties as assigned during slow periods of customer activity.

Section 13.04: Training

Promotional examinations and any training courses conducted in preparation for examinations shall be open to all qualified employees in a promotional line, except when it is decided by the Employer to send employees to a technical training school or course off the campus of Illinois State University for one week or more. The University is not required to include all employees in the classification of those employees being sent to the technical training school or course.

Section 13.05: Policy and Rules

During the term of this Agreement, the Employer agrees not to adopt or enforce policy and rules changes contrary to the provisions of this Agreement.

Section 13.06: Employee Access to Personnel Files

- A. Employees may have access to their personnel files in accordance with current University policy which includes

notification guidelines regarding the placement of materials in such files.

- B. An employee representative may, with written permission from the employee, in accordance with current University policy, have access to an employee's personnel file.
- C. The Employer agrees to remove oral and written reprimands from an employee's departmental file if from the date of the last warning or reprimand three (3) years pass without the employee receiving an additional warning, reprimand, or suspension for the same or similar offense. Items of formal disciplinary action, such as letters of reprimand and records of suspension, shall remain in the Office of Human Resources for the life of the file, however such records shall not be used by the Employer before an arbitrator or the State Universities Civil Service System Merit Board if such documentation is more than three years old and the employee has not been warned for the same or similar offense.

Section 13.07: Subcontracting

The Employer reserves the right to subcontract for services. Except in emergency/unique situations, subcontracting will be limited to duties which are not within the daily tasks assigned to bargaining unit employees.

Section 13.08: Summer Work

The parties will continue their efforts to make available summer employment opportunities for those employees on layoff. To assist those employees on summer layoff, the University will identify summer employment opportunities and make a list of these opportunities available to employees and the Union. Employees may make application for these positions. Selection shall be made on the basis of qualifications and ability to do the job. Each January the Employer will post general summer employment opportunities for varying departments through the online recruitment system for the purpose of learning who is interested in summer employment.

Section 13:09: Training Performed by Employees

If a bargaining unit employee is assigned to participate in providing the training necessary for new status employees to develop and learn the necessary skills, such employee shall be paid an additional fifty cents (\$.50) differential for each hour. In the case of extra help employees, the differential would only apply if the extra help employee were filling a status position. The differential will apply when an employee is providing classroom and on the job training (i.e. when an employee is asked by a supervisor to train another employee on a certain task).

ARTICLE 14: HOURS OF WORK - OVERTIME

Section 14.01: Hours of Work

The basic work week for all full-time employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours in five consecutive work days of seven and one-half (7.5) consecutive hours each, Monday through Sunday, with the exceptions hereinafter set forth. The seven and one-half (7.5) working hours may be broken up by a lunch period of not less than one-half hour and not more than one hour, at approximately the midpoint of each shift, except by individual agreement of the employee concerned and the Employer. Schedule changes shall be made only on a permanent basis with the exceptions hereinafter set forth. Except when there is a schedule change, all full-time employees shall work five (5) consecutive days with two (2) consecutive days off. No change in schedules shall be made to avoid the payment of overtime.

The basic work week for all part-time employees covered by this Agreement shall be defined as a work schedule of less than thirty-seven and one-half (37.5) hours in a week, Monday through Sunday. Schedules of part-time employees may be changed at any time by mutual agreement of the employee concerned and the Employer. The Union will be notified of any changes in part-time schedules.

Section 14.02: Temporary Schedule Changes (Summer)

Temporary schedules established due to layoffs during summer sessions and semester breaks shall follow an established

schedule based on five consecutive days of seven-and-one-half (7.5) consecutive hours when possible. Work performed in excess of 37.5 hours per week shall be compensated at the overtime rate.

Section 14.03: Temporary Schedule Changes (Student Vacation/Holiday)

During periods of student vacations and extended holiday periods, where operation permits, temporary schedule changes may be made for employees to work a Monday-through-Friday schedule, provided it does not result in additional costs to the University.

Section 14.04

By mutual agreement between management, the Union and the employee, temporary schedule changes made at the request of the employee or Management or by bid or for the convenience of the employee, will be permitted when they will not result in added cost and when the Employer judges they will not interfere with efficient operation. Prior to the implementation of any such changes, the Union shall be notified.

In certain situations, it may be appropriate for the employee, the union and management to establish criteria under which temporary changes may be made on an ongoing basis without the need for consultation in advance.

Section 14.05: Overtime Defined

All time in excess of 7.5 hours in a work day or 37.5 hours in a work week shall be considered overtime.

Rate of Pay: Time-and-one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- A. Daily - All work performed in excess of 7.5 hours in any work day or any work performed outside of the employee's regularly scheduled shift. For part-time employees, that time worked beyond 7.5 hours will be paid at the overtime rate.
- B. Weekly - All work performed in excess of 37.5 hours in any work week. This applies to both full-time and part-time employees.

- C. Work on sixth or first day off - All work performed on an employee's sixth day or the first regularly scheduled day off, without regard to the number of hours previously worked in the work week.

For all employees, double-time (2x) their hourly rate shall be paid for all work on their seventh day (the second regularly scheduled day off) as long as the employee has worked on their sixth day (the first regularly scheduled day off). Time and one-half (1.5) the employee's hourly rate shall be paid for all work on their seventh day (the second regularly scheduled day off) if the employee has not worked on their sixth day (the first regularly scheduled day off).

- D. Compensatory Time - An employee may request compensatory time at the appropriate rate in lieu of pay. Such request shall be made prior to the acceptance of an overtime work assignment. The granting of such request shall be at the discretion of the Employer. The Employer shall make its decision known to the employee no later than one (1) work week after the request was made. If the request is denied, the employee shall be paid at the appropriate rate. If the request to accumulate compensatory time is granted, the use of accumulated compensatory time shall be granted based on the operational needs of the unit. Employees shall be allowed to utilize compensatory time for periods of layoff in accordance with the provisions of Schedule C, Vacation and Personal Leave, Section 2. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory time is banked until used or paid out at time of separation of service with the Employer.

During the last quarter of the fiscal year or in emergency situations, the Employer may request to meet with the Union and negotiate concerning the Employer's desire to offer overtime on a compensatory-time-only basis.

Section 14.06: Distribution

Except for Grounds Workers (see section 15.05) overtime work shall be distributed equally among employees within the same classification for all classifications covered by this Agreement, in accordance with the Overtime Article of this Agreement. An

employee's regular work schedule and job position shall be used in the determination of who will work on holidays, but not in the determination of which schedule individual employees will work.

Section 14.07: Call Time

Any employee who has left the University and is called to work outside of their regularly scheduled shift shall be paid a minimum of two (2) hours at the applicable rate. When an employee works on a scheduled day off, that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Should an employee be required to work before their regularly scheduled work shift, that employee shall be permitted to work the normal work schedule in that work day. All time worked in excess of the regular schedule shall be paid at the applicable rate.

In the event that Management determines that additional work is necessary at the end of a regularly scheduled work shift, the employee assigned to the area at that time (including employees who bid "relief") may volunteer to work the extra assignment if such overtime assignment is for two (2) hours or less. That employee shall be paid at the appropriate rate. This assignment shall not constitute a call-back and is not subject to the minimum call-back provision. If the extra assignment is for more than two (2) hours, Article 15 of this Agreement shall apply.

The applicable rate of pay may be straight-time pay or overtime pay, depending on the employment status of an individual in each specific situation and as it relates to other contractual provisions.

Section 14.08: Rest Periods

All full-time bargaining unit employees shall be entitled to two (2) fifteen minute paid breaks. These breaks will normally occur midway in the first half of the shift and approximately midway in the second half of the shift. Part-time employees shall be entitled to one (1) fifteen minute paid break for every 3.75 hours worked. Breaks shall be uninterrupted unless operational needs require otherwise.

Section 14.09: Meetings, Conferences, and Training Programs

When an employee covered by this Agreement is required by the Employer or its representative to attend meetings, conferences, or training programs at times outside the employee's regularly scheduled working hours, the applicable overtime rates shall be paid.

ARTICLE 15: OVERTIME

Section 15.01

- A. Overtime shall be distributed by logical units: Grounds Workers by classification, Laundry Workers by classification, Locker Room Attendants by departments, with Building Service Workers and Campus Dining Services Employees as provided herein.
- B. Overtime hours shall be posted on a current basis, with hourly accumulation posted on an annual basis (except BSW and Campus Dining Services).
- C. Employees who agree to work an overtime assignment shall make a reasonable effort to give sufficient notice if they cannot fulfill the commitment.
- D. Employees who do not wish to be called for overtime shall submit a standardized form to the supervisor stating that they do not want to be called for overtime. The employee thereafter shall not be called for overtime unless a second standardized form is presented stating availability for overtime. The Employer shall provide the Union with copies of all submitted forms.
- E. Employees shall be called initially for overtime in accordance with seniority.
- F. Pager numbers will not be accepted for purposes of overtime call-in. The Employer will leave a message on an employee's answering machine that overtime is needed. If the employee does not answer the call for overtime prior to another employee accepting, the employee is considered not available.

- G. If any of the previous sections proves to be ineffective for management or the Union, both parties agree to meet to attempt to resolve the issue.
- H. For areas requiring special training, only those who were trained and have kept their skills current will be offered overtime.

Section 15.02: Chart System for Locker Room Attendants and Laundry Workers

- A. Overtime work or refusals will be indicated following the employee's name under hours worked. Hours on the overtime chart will be expressed in actual hours paid to the employee. Any employee who refuses the overtime assignment shall be credited with the number of hours worked by the employee accepting the assignment.
- B. If an employee cannot be contacted for overtime, the supervisor shall contact the next eligible employee. However, the employee bypassed shall be called first on the next occasion. Should the employee not be available the second time called, they shall be credited with time equal to that credited to the employees who worked.
- C. Credits will not be posted when employees are on vacation, sick leave, or bereavement leave.
- D. Employees who do not fulfill an overtime commitment shall be credited with the hours which would have been credited to that employee had they worked.
- E. When the name of an employee is added to the overtime chart, that employee shall be credited with hours equal to the highest number of hours in the group as of that date.
- F. Overtime charts will be posted in a conspicuous place in each operating unit.
- G. A new overtime chart will be established July 1.

Section 15.03: Building Service Worker Overtime Distribution

- A. Overtime, when deemed necessary by management, shall always first be offered to the person with the most seniority on the seniority list defined below who is not working. The separate seniority list shall be exhausted in the order shown below. If the most senior person cannot be contacted or refuses, then the overtime shall be offered to the next most senior employee on the individual seniority list. This procedure shall continue until all persons on the individual seniority list have been offered the overtime and have refused or cannot be contacted.

The normal procedure for assigning overtime is as follows with several exceptions listed in Schedule D:

- 1st: Area if definable
- 2nd: Building if definable
- 3rd: Zone if definable
- 4th: Classification

- B. An individual who has refused or could not be contacted from one seniority list is not called if their name is reached on a subsequent seniority list for the same overtime assignment unless 24 hours have elapsed since the last contact or attempt to contact.
- C. If an employee does not fulfill the overtime assignment, the next time that employee's name is reached, they shall not be called.
- D. New seniority lists for overtime purposes will be established after bid meetings.

Section 15.04: Campus Dining Services Overtime

Procedures for overtime assignments are as follows:

- A. There will be two lists from which to call overtime.
 - 1. Kitchen List—All employees by seniority inside a kitchen. A kitchen is defined as a unit (Vrooman, Linkins, Southside, Watterson, Dining Center Support Facility) or a franchise that requires five or more days of training.

2. General List—All employees by seniority outside of the kitchen.
 3. Lists will be established for each day based on the employee's bid schedule.
 4. Each employee will make the decision to be on one or both of the lists.
- B. The kitchen list is used as a vacancy occurs and management determines the need to call overtime for four hours or more. Once that list has been exhausted, the general list is used. Employees are called in seniority order of those off on a given day. Shifts of less than four hours may be filled by extending shifts of employees already on duty for a given day.
- C. Employees may extend a shift without being on either the kitchen or general overtime list. Shifts can extend preceding or following a regular shift. Extensions for each week should begin by using straight seniority within the kitchen, but rotate daily as the week continues. Extensions from outside the kitchen should be by straight seniority each time.
- D. If an employee accepts the overtime offered, their name will be rotated to the bottom of both lists. If an employee is offered overtime from the Kitchen list and refuses, their name will be rotated to the bottom of both lists. If the employee is offered overtime from the General list and refuses, their name will be rotated to the bottom of the General list. An employee that cannot be reached will be treated as if they refused the overtime.
- E. Employees who sign up for overtime should realize the expectation is there and be committed to work overtime throughout the semester.
- F. Trained pool employees for franchises must work three times per semester if overtime is offered to be eligible to remain in the pool. This would include working a regular day off or extending a shift.
- G. Any employee who has accepted a full day of overtime shall not be eligible for any other full day of overtime that same day.
- H. Any employee adding their name to the overtime lists after the lists have been established for the semester will go to the bottom of both lists.

- I. Employees working in those units that are closed on certain days shall by seniority select another kitchen and be included in the overtime kitchen list there on the day their regular kitchen is closed only. These employees will be divided equally between the other units.
- J. Employees will not be rotated when the employee is on extended sick leave, vacation or bereavement leave.
- K. The overtime lists will be posted weekly in each unit and a copy will be provided to the Union.

Section 15.05: Grounds Overtime

Labor and Management have agreed to the following parameters for distribution of overtime for Grounds Workers.

All Overtime opportunities will be offered to the most senior Grounds Worker first. In the event that the most senior Grounds Worker cannot work or is unavailable, the next most senior Grounds Worker will be offered the overtime.

There will be no chart systems, and overtime hours will not be tracked or posted.

All Grounds Workers will provide management with a primary and secondary method to contact them for overtime. The primary number must be a phone either cell phone or landline (i.e. home phone). In the event that the supervisor does not get an answer, the supervisor will use the secondary method. If this is a pager, the supervisor will wait 5 minutes before going to the next person of seniority.

During the winter months if there is an all call (all staff are called to work overtime) for overtime, the supervisor can use the pagers all call method first to contact staff. This allows the supervisor to make one call and contact all staff that are using pagers. If a Grounds Worker does not respond to a page, they will be contacted by primary number.

The University will provide pagers.

ARTICLE 16: BENEFITS

Employees covered by this Agreement shall be entitled to all benefits granted by the Employer at the time of Union ratification and Board of Trustees approval of this Agreement, including but not limited to those expressed in Schedule C. These benefits will not be diminished during the life of this contract and any improvements in benefits will be made applicable to employees covered by this Agreement. The application and interpretation of benefits may be subject to the Grievance and Arbitration Articles of this Agreement.

Employees in learner status are not entitled to Tuition Waiver for Children or Tuition waiver for Survivor of Deceased Employees. Learners, upon reaching a probationary status, will then begin to accrue the necessary years of service for the Tuition Waiver for Children and will also be eligible for the Tuition Waiver for Survivor of Deceased Employees.

ARTICLE 17: WAGES

Section 17.01: Compensation

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

Section 17.02: Assignment of Other Duties

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

Section 17.03: Payment for Higher Level Duties

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for the assignment, whether temporary or permanent, provided that the period of temporary assignment lasts for one hour or more. Payment at the highest rate shall be made for the entire period of temporary assignment and not just for the time period beyond one hour.

Section 17.04: Return From Temporary Assignment

An employee accepting a temporary assignment, when such assignment is concluded, shall be returned to the position from which he/she was transferred.

Section 17.05: Transfers

It is understood that an employee who is promoted in one of the following ways, will not suffer a decrease in salary:

- Promoted within the promotional line
- Transferred to another classification with a higher minimum salary
- Transferred to another classification with a higher maximum salary (only applies to single rate classifications)

For purposes of interpreting this language, a promotion shall be defined as moving to a classification with a higher minimum salary than the employee's current classification. In the case of a single rate classification, the single rate shall be compared to the maximum of the new classification to determine if it is a promotion or not. In each of the three cases outlined above, the employee will remain at the starting rate of the new position or at his/her old rate (whichever is higher). Employees will not move to higher steps in the pay plan until the employee meets the seniority requirements as outlined in Schedule A.

A voluntary transfer to a lower paid classification is defined as moving to a classification with a lower minimum starting salary than the minimum salary for the employee's current classification. When an employee requests or accepts a voluntary transfer/demotion to a classification with a lower minimum salary, he/she shall receive the negotiated rate for that classification, even if this results in a reduction in salary.

Section 17.06: Temporary Upgrade Foreman

Labor and Management agree to the following parameters to be used to temporarily upgrade status Building Service Workers to the position of Building Service Foreman.

- A. The pay will be 10% above the top BSW rate plus differentials if appropriate.

- B. The upgrade will be for a minimum of one week and a maximum of four consecutive weeks in one area.
- C. Any and all temporary upgrades can be stopped after the one-week period.
- D. Management will post jobs and interview off the foreman register.
- E. Acceptable candidates from the interviews will be placed on a list.
- F. The candidates on the list will be trained once annually.
- G. Management will upgrade from the list, the candidate most qualified for each job opening.
- H. Temporary foreman will not be responsible for disciplinary actions and attendance concerns, but will report the need for such actions to their supervisor.
- I. Temporary foreman will not have access to personnel files, evaluations, or attendance cards.
- J. At the end of each term, the temporary foreman will be evaluated by the supervisor. This is one factor that will be used to determine if they will be selected again.
- K. Management will notify the union prior to the upgrade of any Building Service Workers.
- L. An extra help employee will fill in the open area of any upgraded BSW.
- M. During the temporary upgrade period, the temporary foreman will be eligible for foreman overtime only.

ARTICLE 18: LABOR/MANAGEMENT TEAMS

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings be held between Union representatives and Employer representatives. Teams will be established and regularly scheduled meetings will be held in each

area (Grounds, Building Services, Campus Dining Services and Golf Course Employees).

Each area team (Grounds, Building Services, Campus Dining Services, Golf Course) shall consist of an equal number of bargaining unit employees and Employer representatives. At least half of the attendees from each party shall be from the area of focus. Each party shall designate their respective team members in consideration of the above guidelines. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. If attendance is during off-duty hours, employees shall be credited with compensatory time. Employees must give reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University.

Each area team shall have responsibility for:

- a) Setting meeting dates, times, and locations.
- b) Agenda preparation for subsequent meetings.
- c) Development of area subcommittees as needed.
- d) Training for committee members.

No Labor/Management Team will have authority to discuss, change, modify, or infringe upon issues which are related to wages, hours, and terms and conditions of employment. Whenever a matter relating to wages, hours, terms and conditions of employment is raised, the matter shall be suspended until express agreement to continued involvement by the Labor/Management Team has been achieved through the collective bargaining process. Whenever there is discussion over off-limit activities or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established. Any outcome of this committee process shall not be used as the basis or rationale for layoffs.

ARTICLE 19: EVALUATIONS

The Union and the University encourage periodic evaluation conferences between employees and their supervisors to discuss and review work performance.

Where such evaluations are utilized, they are prepared in writing and are reviewed and signed by both the supervisor and the employee. The employee may request that an evaluation be conducted when the previous one is more than 12 months old.

The employee receives a copy of the final signed evaluation. The signature of the employee does not constitute his/her agreement with the evaluation. Employees may submit comments to the evaluation, which will be attached to the evaluation.

ARTICLE 20: UNION INFORMATION

Section 20.01: Bulletin Boards, Campus Mail, and Meeting Rooms

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, with a portion of the bulletin boards designated for the exclusive use of the Union.

The Union shall have the right to use the campus mails in accordance with University regulations.

Requests for the use of University facilities for Union meetings shall be allowed but must be authorized by the Human Resource Office.

The Union agrees that it will not conduct Union business during working hours except as provided in this Agreement.

Section 20.02: Union Activities

If absence from work is involved, a Union official, officer, steward or member must notify and make mutual arrangements with their immediate supervisor to attend negotiations or meetings or do any other work necessary to dispose of grievances without penalty.

All employees wishing to attend the monthly Union meeting during working hours shall use available vacation, or dock time if vacation is not available, with permission of their immediate supervisor.

The University will approve a leave of absence for two (2) designated delegates to attend other Union sponsored meetings, but leave is not to exceed a combined total of ten (10) working days in a twelve (12) month period.

Additional employees may be granted leave to attend the above mentioned meetings within the ten (10) working days limitation, provided their absences do not interfere with efficient operation.

Section 20.03: Information Provided to the Union

On a monthly basis the Employer will provide Local No. 1110 with a list containing the name, date of employment or separation, classification of new employees and termination for those employees covered by this Agreement. In addition, information concerning Union membership dues transactions shall be provided to Local 1110 on a monthly basis.

Section 20.04: Visits by Union Representatives

The Employer agrees that Union representatives, or any other Union officials not employees of the University, shall have full and free access during working hours to visit or inspect a work area, investigate grievances, and/or meet with University representatives. It will be the responsibility of the Union official or the local Union officer to inform the Human Resource Office of any intended meeting or visit.

Section 20.05: Orientation

A Union representative and new employees will be allowed up to 30 minutes for Union orientation in conjunction with departmental orientations as scheduled by the department. Release time from regularly scheduled duties will be provided based on operational needs. Additional time may be granted by management on a case by case basis.

ARTICLE 21: ENTIRE AGREEMENT

Section 21.01

This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer,

the Union, and the employees. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 21.02

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement unless legally mandated.

ARTICLE 22: TERMINATION

Section 22.01

This Agreement is effective upon ratification and expires at 11:59 p.m., June 30, 2011, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no earlier than 90 days but no later than 30 days prior to the beginning of each fiscal year that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor or modified Agreement, and shall automatically be extended until such time as a successor or modified Agreement is approved by both parties, effective date of termination notwithstanding. Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article 6, No Strike - No Lockout.

Section 22.02

This Agreement shall automatically terminate in the event that the Union is decertified as the exclusive representative of the

bargaining unit or in the event the Employer ceases to employ any persons in positions in the bargaining unit.

Section 22.03

It is hereby agreed by both parties to this agreement that Schedule A of this Agreement will be opened for the purpose of establishing new rates of pay after the anniversary date of this Agreement. Only Schedule A and any other mutually agreed upon articles will be subject to renegotiation. Such negotiations shall commence not later than sixty (60) days prior to the anniversary dates, July 1, 2009, and July 1, 2010.

In the event that the University and/or legislative action provides additional funding for general wage increases after ratification of this agreement and prior to July 1, 2011 the parties agree to meet to renegotiate Schedule A and any other mutually agreed upon articles.

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

ILLINOIS STATE UNIVERSITY

BY _____ BY _____
Chief Spokesperson University President

AFSCME, Council 31, AFL-CIO, for and in behalf of Local 1110

BY _____ BY _____
President, AFSCME No. 1110 Business Agent

Negotiating Committee:

SCHEDULE A

Classification	FY 09
Attdt Locker Room	11.30
Attdt Locker Room	14.67
Attdt Locker Room	17.06
Learner-Cook	9.66
Cook	10.73
Cook	13.96
Cook	15.85
Head Cook	17.45
Laborer, Food Service Sanitation	10.73
Laborer, Food Service Sanitation	13.96
Laborer, Food Service Sanitation	15.85
Laborer, Food Service Stores	17.45
Worker, Food Service II	9.91
Supvr Dishroom	17.45
Worker Laundry	10.73
Worker Laundry	13.96
Worker Laundry	15.85
Learner-B S W	10.74
Worker Building Service	11.30
Worker Building Service	14.67
Worker Building Service	15.85
Worker Building Service	16.16
Worker Building Service	17.06
Equip Service Worker	20.15
Greens Worker	11.57
Greens Worker	16.03

Greens Worker	20.15
Learner- Grounds Worker	11.22
Grounds Worker	11.81
Grounds Worker	16.38
Grounds Worker	20.59
Athletic Turf Specialist	20.87

Grounds Worker's rates of pay shall be the same as that given to the Maintenance Equipment Operator or the Grounds Worker rate, whichever is higher.

New employees will be hired in at the entry (lowest level) rate of pay for that classification and will remain at that rate (plus subsequent negotiated increases) for one and one-half (1.5) calendar years. After the completion of this time at the entry rate, such employee shall receive the mid rate of pay.

Employees shall move from the mid rate to the top rate upon accumulating four (4) years seniority in the same classification or promotional line, as defined under Article 10, Section 1.

Time served as FSW II will count toward time necessary to achieve mid-rate level of pay when a FSW II moves to a represented classification with a three rate structure. The employee must still complete 4 years in the new classification prior to moving to the top rate of the new classification.

The Cook Learner and BSW Learner rates shall be 95% of the starting Cook and BSW rates respectively. Time spent in a learner status shall not count toward the normal progression across the wage scale since no seniority is accumulated for this period as per State Universities Civil Service System Statute and Rules.

Skills Based Incentive

Employees hired after July 1, 2001 will be required to demonstrate successful completion of an established process* in order to move from the entry rate to the mid rate and from the mid rate to the top rate.

Employees shall move from the mid-rate to the top rate upon accumulating four (4) years seniority in the same classification or promotional line, as defined under Article 10, Section 1, and successful completion of the established process*.

*The process shall be established by a joint Labor/Management Committee consisting of an equal number of participants from each group. It should include, among other pertinent factors, required attendance at specific appropriate training sessions and examinations to determine if an employee is capable of exhibiting a skill level appropriate for an employee of one and a half and four years seniority. A training oversight committee made up of an equal number of representatives from management and labor will determine if an employee possesses the necessary skills to advance to the next pay rate.

Trainers will be required to participate in additional training each time it is offered by management to remain on the list of trainers. If an employee chooses not to participate, his/her name will be removed from the list.

SCHEDULE B

Night Shift Differential

All employees under this Agreement who begin a work shift between the hours of 2:00 p.m. to 9:59 p.m. will receive a \$.30 per hour night shift differential, and those employees who begin a work shift between the hours of 10:00 p.m. to 5:00 a.m. will receive a \$.40 per hour differential for all hours worked in addition to their regular rate of pay.

Special Services Differential

A special services differential of \$.50 per hour will be paid in accordance with the following description of assignments:

Building Service Workers whose primary assignment is that of moving equipment or supplies from one physical location to another, not including that moving which is incidental to custodial duties. Primary assignments shall be defined as assignments requiring one (1) hour or longer. The Special Services Crew will also receive a differential while picking up trash on the trash route.

The above differentials are in effect only at the time the above work is being performed. The employees will receive regular Building Service Worker's pay when performing regular Building Service Worker duties.

SCHEDULE C

HOLIDAYS

Section 1

All employees in a status position covered by this Agreement (Temporary, Irregular, and Extra-Help are non-status appointments and therefore not covered) shall be allowed the following holidays with pay (except those on layoff status for a period of twenty-one (21) calendar days or more): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr. birthday, four additional days to be determined by the President of Illinois State University, and any other days that may be granted by the Employer.

Part-time employees shall receive holiday pay at the same percentage as their appointment.

Section 2: Work on Holidays

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

Section 3: Holidays on Sixth and Seventh Work Day

When a holiday falls on the sixth work day of the work week, the day preceding it shall be recognized as a holiday; and when a holiday falls on the seventh work day of the work week, the day following it shall be recognized as a holiday. However, if a holiday, or a day recognized as such, falls during the two (2) day interval the employee is not scheduled to work, and he/she does not work, he/she shall be eligible to receive a full day's pay for the holiday or be eligible to take off a regularly scheduled work day with pay within the next thirty (30) calendar days following the holiday at a time mutually agreed upon between the employee and the Employer. This time may be extended by mutual agreement but must be used during the fiscal year of July 1 through June 30. If the employee elects to receive pay, such pay is not considered in any calculation for overtime during the work week. For pay purposes, premium compensation as provided in Section 2 shall be paid for work performed on the day recognized by the Employer when the holiday falls on the sixth or seventh day of the work week.

Section 4: Holidays and Vacation/Sick Leave

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

Section 5: Holidays and the Work Week

Whenever a holiday occurs within the 37.5 hour work week, the holiday shall be considered part of the 37.5 hour week for the purpose of computing overtime worked on their regularly scheduled days off.

Section 6

An employee who is conscientiously opposed to performing work on certain yearly holidays because of a religious faith shall be allowed to use vacation for that holiday, or leave without pay if no vacation time is available.

ADMINISTRATIVE CLOSURE DAYS

If there is an administrative closure day and the employee is

required to take the day off, the employee shall be paid at the regular straight-time rate of pay. If the employee is required to work on an administrative closure day, the employee shall receive the straight-time rate of pay for the administrative closure day, plus straight-time pay for the work performed. Compensatory time on an hour-for-hour basis may be offered in lieu of pay at the discretion of the Employer.

VACATION

Section 1

- A. All employees in a status position shall accrue and have available vacation in accordance with the following schedule:
1. For the first, second, and third years of consecutive service, 12 work days in each year of service.
 2. For the fourth, fifth, and sixth years of consecutive service, 15 work days in each year of service.
 3. For the seventh, eighth, and ninth years of consecutive service, 18 work days in each year of service.
 4. For the tenth, eleventh, twelfth, thirteenth, and fourteenth years of consecutive service, 21 work days in each year of service.
 5. For fifteen years and beyond, 25 work days in each year of service.
- B. When an employee leaves the service of the University for any reason, accrued vacation and compensatory time will be paid out in accordance with University policy.
- C. An employee may not accumulate more than two times the employee's current annual vacation accrual amount. Upon reaching this maximum, the employee will cease to earn leave except as the accumulation is reduced. Extra pay in lieu of vacation leave will not be allowed. Vacation will be granted to the extent that accrued vacation is available and can be used by an employee at any time

and for any reason, subject to operating conditions that the Employer might have to impose to insure continuity of operation. Holidays recognized by the University are not counted as part of the leave.

- D. Vacation shall normally be scheduled in advance. Management will make every reasonable effort to respond to employee requests for leave within two (2) work days of receipt of the request.
- E. A part-time employee will accumulate vacation at the rate of their appointment percentage. Per week vacation usage shall not exceed the total hours scheduled for that week.

Section 2: Vacation/Comp Time During Seasonal Layoffs

Scheduling the use of vacation or compensatory time shall normally be at the option of the employee during periods of regular seasonal layoffs (summer, Christmas, spring). This applies only to employees who are subject to recall during these regular seasonal layoffs. Leave time requests from such employees shall be approved only in increments of full days (7.5 hours) unless employee has or will have worked some time in that particular pay period.

SICK LEAVE

The utilization of sick leave benefits for employee's illness, injury, or to obtain medical or dental consultation or treatment is appropriate. The usage of sick leave for family reasons is normally reserved for illness and injury of a family member when the presence of the employee is required.

Medical or dental consultation not requiring the presence of the employee, or the assumption of ill family member's household duties (including childcare responsibilities), shall not be considered as appropriate usage of family sick leave. Vacation is the proper benefit under these circumstances.

An employee may use accumulated sick leave for absences due to illness or injury of parents, spouse, or children if the illness is such that the presence of the employee is required; such leave may also be used for illness of other family members living in the immediate household.

Acceptable evidence of illness, injury, or disability may be required before allowing any sick leave benefits.

Each employee shall accumulate sick leave with full pay at the rate of one working day for each month of service. Part-time employees will accumulate sick leave at the rate of their appointment percentage. Per week sick leave usage shall not exceed the total hours scheduled for that week. The amount of leave accumulated at the time when an employee's illness, injury, or disability begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount which may be accumulated.

Any employee who is (or expects to be) absent from employment, shall notify the appropriate University supervisor immediately, and, in cases where it is known the absence will be for more than three (3) days, the employee shall notify the supervisor of the anticipated length of absence so that arrangements can be made for the employee's duties to be assumed during said absence. Failure to reasonably notify the appropriate supervisor will preclude the payment of benefits. In addition, these employees should consult with the Leave Coordinator in the Benefits Section of the Office of Human Resources to determine if a leave of absence is appropriate.

The parties agree to the terms and conditions of the Family Medical Leave Act (FMLA) which are outlined in University policy. Under the provisions contained in the FMLA, employees are entitled to intermittent leave or reduced work schedules under certain situations when such work schedule adjustments are medically necessary. The FMLA provides that employees so affected may be temporarily transferred to alternative positions with equivalent pay and benefits which are more suitable from an operational standpoint for recurring periods of leave.

The FMLA also entitles employees to reinstatement following FMLA leave periods into the same or equivalent positions.

In terms of bargaining unit employee entitlements pursuant to the FMLA, the parties agree to discuss and resolve issues of reinstatement or alternative position assignment as would be affected by the terms of the collective bargaining Agreement.

BEREAVEMENT LEAVE

Bereavement is a time of emotional healing in conjunction with the death of a covered person. Bereavement leave is not limited to the funeral, but also includes the time period immediately after the death of the covered person.

Upon request, an employee in a status position shall be granted without loss of pay bereavement leave of up to three (3) work days for a member of the employee's immediate family or household, and of one (1) work day for a relative outside the employee's immediate family or household.

For the purpose of definition, the Employer considers members of the "immediate" family to be husband, wife, mother, father, step-parents, brother, sister, children, mother-in-law, father-in-law, grandparent, grandchildren, or any other relative within the first degree of relatedness living in the same household.

The definition of "relative" outside the immediate family or household, for our purposes, shall be aunt, uncle, niece, nephew, brother- and sister-in-law, son- and daughter-in-law, cousin (in the first degree).

Bereavement leave benefits are not granted in the event of the death of a member of the employee's spouse's family unless specifically stated above. For example, grandparent refers specifically to the grandparent of the employee. Additional time off above these limitations may be approved but will be charged to accrued vacation or accrued compensatory time, provided the time away from work is approved by the employee's immediate supervisor. The death of an individual whose relationship to the employee was established by marriage shall not qualify the employee for bereavement leave if the marriage has been severed by a final decree of divorce.

Part-time employees shall receive this benefit at the rate of their appointment percentage and according to University policy.

SCHEDULE D
BUILDING SERVICE WORKER
OVERTIME PROCEDURE EXCEPTIONS

<p>Arena (including Horton East & Kaufman) 1st: Area 2nd: Building 3rd: Zone 12 4th: Shift 5th: Classification</p>	<p>Library 1st: Area if definable 2nd: Building 3rd: Zone 4th: Shift 5th: Classification</p>
<p>Blood Response Team BSWs trained by seniority</p>	<p>McCormick 1st: Area (excluding pool) 2nd: Building 3rd: Zone 4th: Shift 5th: Classification</p>
<p>Science Lab 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification</p>	<p>Metcalf 1st: Area if definable (exclude pool area) 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification</p>
<p>Bone 1st: Separate shift by seniority 2nd: Building 3rd: Shift 4th: Classification</p>	<p>Packer & Sorting 1st: Area if definable 2nd: Packer & Sorting Training List by zone 3rd: Packer & Sorting Training List</p>
<p>Centennial 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification</p>	<p>Pools 1st: Area 2nd: BSWs trained by seniority</p>

CVA 1st: Area if definable 2nd: Building if definable 3rd: Zone 4 th : Shift 5th: Classification	Residence Halls 1st: Area if definable 2nd: Zone if definable 3rd: Shift 4th: Classification
Dining Halls 1st: Area if definable 2nd: Area Crew 3rd: Zone 4th: Shift 5th: Classification	Schroeder 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification
Fell 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification	Stevenson 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification
Felmley 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification	Student Services 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification
Horton 1st: Area if definable (exclude pool & Horton East) 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification	U-High 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification
CPA 1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification	

LIST OF MEMORANDUMS OF UNDERSTANDING (MOUS)
Effective July 1, 2008, through June 30, 2011

Metcalf Lunch
Short Academic Breaks
Breaks in Service
Metcalf Butterfly Garden
Vacation by Seniority
BSW Call in Procedure
Recycling of Fluorescent Lamps

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Metcalf Lunch

The parties agree to the following:

1. Cooks will be called in by seniority for a minimum of two (2) hours in order to prepare the Metcalf lunch.
2. If a Food Service Sanitation Laborer is working in the kitchen that prepares the Metcalf lunch, then the cook being called in will be offered four (4) hours of work. The additional time will be spent cleaning in the unit.

Union	Date	Management	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Short Academic Breaks

In the event Campus Dining does not lay off for a short academic break (e.g. Labor Day Weekend, Fall Break, Martin Luther King, Jr. Weekend, Easter) both parties agree to the following:

1. The informational letter outlining that particular break will be posted two (2) weeks in advance of the first affected day of the break. Minimum employment needs for each unit will be posted at this time.
2. Vacation requests may be submitted any time prior to this posting, but no later than the third day after the posting is up. Requests will not be considered until this time.
3. Vacation requests will be honored in seniority order in each unit.
4. Notification of vacation request status will be given to employees one (1) week prior to the first affected day of the break.
5. Employees may be assigned to work different hours during these breaks. In an emergency, hour changes may be made with a 24-hour notice.
6. Employees may be assigned to work in different buildings during these breaks. This movement will be by volunteer or mandatory by reverse seniority of all employees in units that are not in operation.
7. In an emergency, employees may be moved building to building within the employee's scheduled hours on that day.

8. In the event one employee wishes to work in a unit where no minimums were set and the unit is not in operation, the employee will be given work in another unit with working hours as close to the employee's regular hours as possible.
9. In a unit where customers are not being served, management and employees will determine one shift for all work.
10. If any of the above provisions prove to be ineffective for Management or the Union, both parties agree to meet to attempt to resolve the issue.

This agreement will remain in effect for the life of the current collective bargaining agreement.

_____	_____	_____	_____
Union	Date	Management	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Breaks in Service

The parties agree that Article 10, section 2 should be modified as follows:

For breaks in service that are of a short duration (Labor Day, Fall Break, Thanksgiving, Martin Luther King's Birthday, Spring Break, and Easter Break), staff will be offered work during such breaks based on the seniority of those employees normally scheduled to work in order for those employees to continue their regular work schedule and complete as much of their work week as possible. On the start of a new work week, management will offer work based on Article 10, Section 2.

_____	_____	_____	_____
Union	Date	Management	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Metcalf Butterfly Garden

The Metcalf Butterfly Garden is bordered on the north and east by the existing chain link fence. The south border is the yew hedge located north of the sidewalk to Hayden Auditorium. The west border is an imaginary line extending north from the northwest corner of the building.

Maintenance work within the boundaries of the garden is clearly within the Grounds Department jurisdiction. However, due to the desire to aid in scientific education of young students, volunteers within the Metcalf community may plant flowers and shrubs (with notification to Grounds Department), water all plants, mulch, and remove weeds within the boundaries.

All other maintenance work is restricted to the Grounds Department including, all mowing, string trimming, stripping of sod, delivery of mulch, installation of bricks, and maintenance of fences and bicycle racks, etc.

_____	_____	_____	_____
Union	Date	Management	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Vacation by Seniority

The parties agree to the following revision to Schedule C: Vacation, section 1D, for the Building Service Worker classification:

If a more senior employee within the same zone submits a request within the two-day period and Management is only able to grant one request, the more senior employee's request shall be granted. After the two-day period, the more senior employee's request may be denied. Once a request has been granted, it shall not be revoked unless discussed with the supervisor.

This memorandum will remain in effect for the life of the current collective bargaining agreement.

_____	_____
Union	Management
Date	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

The parties agree to establish a call in procedure that further explains the terms of the Collective Bargaining Agreement for employees who cannot work their scheduled shift. This Memorandum of Understanding completely settles Grievance No. FY 02-65.

The parties agree that:

Employees are allowed to call *their* supervisor “immediately” as long as they leave certain information for their supervisor. The employees must still call their immediate supervisor’s phone number. The information the employee needs to leave includes:

- The employee’s name;
- The amount of time the employee expects to be absent;
- What type of benefit the employee is using (sick time or vacation time); and
- A call back number where the employee can be reached.

If the employees wish to speak to their supervisor, they can still do so by calling their direct supervisor’s phone number ten (10) minutes prior to the start of their shift.

Should an employee fail to follow these guidelines, he or she may be subject to discipline.

The University will remove from the employees’ records, any discipline that was at issue in this grievance.

Union	Date	Management	Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN
ILLINOIS STATE UNIVERSITY
AND
AFSCME LOCAL 1110**

Recycling of Fluorescent Lamps

The parties agree that Building Services will take spent fluorescent lamps to designated locations for University Recycling to collect. University Recycling will collect full boxes of spent fluorescent lamps at the designated locations and take the necessary steps to ensure proper recycling of the lamps.

It is also agreed that the removal of recyclable goods is a shared responsibility of University Recycling and the Building Services Workers.

This memorandum will remain in effect for the life of the current collective bargaining agreement.

Union Date Management Date