

Agreement  
By And Between  
The Board of Trustees of  
**Illinois State University**  
And  
Local 26 of The International Brotherhood  
of  
**Teamsters, Chauffeurs, Warehousemen, and  
Helpers, AFL-CIO**

July 1, 2007 through June 30, 2012

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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 referred to as the Employer, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers, Local 26, hereinafter referred to as the Union, Witnesseth:

## Article 1: Recognition and Authorization

### **Section 1.01: Classes Represented**

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 certified by the Illinois Educational Labor Relations Board in 2000-RC-0001-S and 2003-RC-0004-S consisting of the following position classifications:

Drivers  
Fieldhouse Facility Attendant  
Recycling Assistant  
Route Driver  
Route Driver Helper  
Mailing Equipment Operator/Expeditor

This agreement is authorized by the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq. and 110 ILCS 70/36d).

### **Section 1.02: Addition of Other Classifications**

In the event the Union seeks to add to the bargaining unit a classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional 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 classification in the bargaining unit shall not remove the classification from the bargaining unit as long as the type of work performed by the classification remains the same.

## Article 2: Limitations

### **Section 2.01: Applicable Laws, Policies, & Guidelines**

This Agreement is subject to:

- 1) Applicable Federal and State laws as such laws may be 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 Regulation as such may be amended from time to time, except as expressly provided 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 the Agreement;
- 5) State Universities Civil Service Statute and Rules as may be amended from time to time.
- 6) Rules & Regulation of the State Universities Retirement System as may be amended from time to time.

### **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 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 employees for just cause;
- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower job classifications;

- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Determine its mission, policies, and to set forth all standards of service offered 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;
- Make, publish, and enforce rules and regulations;
- Determine dress code.

## Article 4: Negotiations and Exclusive Recognition

### **Section 4.01: Protected Activity**

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against employees because of Union membership or because the employee is acting as representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement.

### **Section 4.02: Union Steward**

The local Union shall retain the right to appoint a Union Steward to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the Steward. The Employer shall be notified in a like manner of any changes of same.

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

### **Section 4.03: Notification of Recognition**

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in Article I, and that said employee is eligible for membership in the Union.

## Article 5: Dues Deduction and Fair Share

### **Section 5.01: Dues Deductions**

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least (30) days prior to its effective date.

### **Section 5.02: Fair Share**

Pursuant to ILCS 5/11 of the Illinois Educational Labor Relations Act, the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under section 1 of this Article, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, nonunion members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck pursuant to usual and customary payroll deduction procedures. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this Article.

### **Section 5.03: Recognition of IELRB Provisions**

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B., which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

### **Section 5.04: Religious Exclusion**

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the

employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

#### **Section 5.05: Employer Indemnification**

The Union shall indemnify, defend, and hold the Employer harmless against claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

#### **Section 5.06: Collection of Fair Share**

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

#### **Section 5.07: Lapse of IELRB Rules**

In the event that the I.E.L.R.B. Rules referred to in Section 3 of this Article lapse or become inoperative for any reason, the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

### **Article 6: No Strike/No Lockout**

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages, or slowdowns, or any other form of concerted job action during the term of this Agreement. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this Article in accordance with the State Universities Civil Service System Statutes and Rules.

## 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 shall be issued in accordance with the University's current disciplinary process: Valuing Individual Performance.

Any employee covered by this agreement shall have the right to union representation at any investigatory meeting that may result in the application of discipline or at any disciplinary hearing. The union and the employee shall normally be given prior notice to the commencement of any such meeting. 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: Timeliness**

Disciplinary action shall be issued within 30 days of the infraction unless the investigatory process is outside the immediate department. In such cases the Union shall be updated on the investigation upon request.

### **Section 7.03: Discipline of Probationary Employees**

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

### **Section 7.04: Grieving Discipline**

Grievances involving suspensions or discharge of status employees shall be initiated at Step 3 of grievances procedure.

### **Section 7.05: Notification of Discharge**

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and the employee shall be notified of the intent to discharge/demote. If during the processing of the discharge/demotion through the State Universities Civil Service System process the employee wishes to protest such action a grievance may be filed at Step 3 of the grievance system. The discharge/demotion proceeding shall not be finalized until the Civil Service System requirements have been met or the grievance, if one is filed is responded to at Step 3. If a grievance is filed, the University's response shall contain an outline of the options available to the employee with respect to further pursuit of the matter. If the grievance is denied and the discharge /demotions process is moved forward, the employee may:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System.
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 constitute a waiver of any rights which either the employee or the union might otherwise have exercised under the grievance procedure 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 two 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 (5) workdays after the Union knows or should have known of the condition causing the grievance filed.

### **Section 8.03: Time Limits**

Failure of the grievant or the Union to comply with the 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 not prohibit the Union from advancing the grievance to the next step. Time limits may only be extended by mutual agreement of the parties. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

### **Section 8.04: Employee Representation**

An employee or group of employees may at any time present grievances to the Employer at Step 1 or Step 2 (described below) 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. Only the Union can forward grievances to Step 3.

### **Section 8.05: Steps within Procedure**

Step 1: Within five (5) workdays after the first occurrence, or within five (5) workdays 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 (5) workdays 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 Step 1 response shall be reduced to writing and signed by the grievant and 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 five (5) workdays of the Step 1 oral response. The department head or designee shall meet within ten (10) workdays 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) workdays 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 Human Resources or designee at the Office of Human Resources within (10) work days after the Step 2 response. The Office of Human Resources shall initiate scheduling a meeting no later than fifteen (15) working days after submission to Step 3. The Director of Human Resources (or designee), the grievant and Union representative will meet at a mutually agreeable time. The Director of Human Resources or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

#### **Section 8.06: Other Provisions**

The Employer shall notify the Local 26 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.

If the grievance is one from an individual employee, the aggrieved employee and Union representative shall be given release time, as necessary, to attend grievance meetings.

If the grievance is one from a group of employees or a class action grievance, two of the grievants representing the class, shall be given release time to attend grievance meetings, as necessary, in the processing of the grievance.

### **Article 9: Arbitration**

If the grievance is not settled at Step 3, the Union may present the grievance to the Director of Human Resources or designee for arbitration within twenty (20) workdays after receipt of the Step 3 response.

Within thirty (30) days from the date of presentation of the grievance to arbitration, the parties shall obtain a list of seven arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration

Association, or other mutually acceptable source. Both parties shall have the right to reject an entire list of arbitrators one time during the selection process. The parties shall meet in person or by telephone and alternatively strike names, until a single name remains. The cost of the arbitrator and meeting room shall be borne equally by both parties; the cost of service of a court reporter, transcript, and all other costs incurred by arbitration shall be borne by the party requesting the same unless mutually agreed otherwise. 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 the 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 of law. The arbitrator shall submit in writing an award within (30) calendar days following the close of the hearing or 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 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 provision of this section, the decision of the arbitrator shall be binding on the parties.

## Article 10: Hours of Work

### **Section 10.01: Hours of Work**

The basic workweek for all full-time employees covered by this Agreement shall be as defined in the Civil Service Employees' Handbook. The workday may be broken up by an unpaid lunch period. For Fieldhouse Facility Attendants, temporary schedule changes will be made by the University in accordance with past practice and with due consideration to the impact on employees.

Permanent schedule changes shall be made with a thirty-day (30) advance notice to be given to employee unless otherwise agreed upon by the employee and the Employer. However, with the same thirty-day (30) advance notice, temporary schedule changes can be made for academic breaks for no less than one (1) week in duration.

### **Section 10.02: Overtime**

All work performed in excess of 37.5 hours per week shall be deemed overtime work and paid for at one and one-half times the employee's regular hourly rate of pay. Time

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

- 1) Daily – all work performed in excess of seven and a half (7.5) hours in any workday.
- 2) Weekly – all work performed in excess of (37.5) hours in any workweek.
- 3) 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 assignment. The granting of such request shall be at the discretion of the Employer. If the request is denied, the employee shall be paid at the appropriate rate. If the request is granted, the use of accumulated compensatory time shall be granted based on the operational needs of the unit. 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.

If after all employees in a particular classification have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be forced by inverse order of seniority within the same unit.

In the interest of customer service, the Employer maintains the right to go outside the bargaining unit to get work done if employees are not available.

### **Section 10.03: Work on the Sixth and Seventh Day Off**

All work on the sixth (6<sup>th</sup>) or first day off shall be at one and a half times the employee's rate of pay regardless of the number of hours worked in the previous week. All work on the seventh (7<sup>th</sup>) or second day off shall be paid at two (2) times the employee's rate of pay, provided the employee has worked on the sixth (6<sup>th</sup>) or first day off in the work week.

### **Section 10.04: Call Back**

An employee who has left the University and is called back 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 (sixth and seventh day), that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

On a regular workday, if an employee is notified one (1) hour or more prior to the end of his/her shift or works prior to his/her scheduled starting time, it shall be paid as hours worked.

### **Section 10.05: Breaks**

Employees are eligible for two fifteen (15) minute breaks per workday. The rest period is to be preceded and followed by an extended work period. Breaks are to be normally taken on campus and at the work location.

If an employee is required to work daily overtime, he/she shall receive a fifteen (15) minute break after each two (2) hours of overtime.

### **Section 10.06: Release Time**

Employees covered by this Agreement shall be eligible for the same opportunities for release time as other Civil Service employees. Release time suggests that an activity or event is officially supported by the University and supervisors are able to provide paid time off to attend such functions based on operational needs of the unit.

## **Article 11: Wages**

Compensation of employees covered by this Agreement shall be set forth as in Schedule A.

## **Article 12: Benefits**

### **Section 12.01: Employee Benefits**

Employee benefits (Health, Retirement, Leave of Absence, Vacation, Holidays, etc.) will be as set forth in the Illinois State University Civil Service Employee Handbook, except as amended herein, Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made to other employees of the Employer.

### **Section 12.02: Benefit Offset**

Employees covered under this Agreement will be considered for a benefit offset provided to non-negotiated Civil Service employees in the form of a lump sum payment in the following manner:

- If the overall percentage increases for employees covered under this Agreement during the previous fiscal year (rate as June 30 compared to rate as of previous July 1) is equal to or greater than the percentage increase provided for non-negotiated employees, no benefit offset is provided.
- If the overall increase for employees covered under this Agreement during the previous fiscal year is less than the percentage increase provided to non-negotiated employees, a benefit offset will be provided in the amount of the benefit offset or the amount of the difference between the percentage increases, whichever is less.

## Article 13: Seniority

### **Section 13.01: Seniority Determination**

Seniority shall be by classification, based upon the length of service from the date of employment in the classification and in accordance with the State Universities Civil Service System's Statute and Rules. Layoff and rehiring shall be conducted on the basis of seniority and in accordance with State Universities Civil Service System Statute and Rules. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

Seniority shall prevail for the purpose of days off and start time when openings occur in the department.

### **Section 13.02: Seniority Lists**

Seniority lists in the classifications covered by this Agreement shall be revised annually as of January 1<sup>st</sup> by the Employer. A copy shall be furnished to the Union no later than February 15<sup>th</sup>. Seniority shall be expressed in years, months, and days for each employee in their current classification.

## Article 14: Work Jurisdiction

In the case of jurisdictional disputes, representatives of the Employer and the Unions involved will meet within ten (10) workdays to resolve the issue. This time period may be extended by mutual consent of all parties. It is understood that jurisdictional issues shall be settled among the Unions concerned and the Employer and that the Employer shall not make any changes in an already established work assignment until there has been an agreement on the part of all Unions concerned and the Employer that such changes are in accordance with their mutual consent. Resolution of the issues will be reduced to writing and shall be binding on all parties.

If satisfactory agreement cannot be reached within five (5) working days of the final meeting held to discuss the matter, that dispute will be referred to the Director of Human Resources. The Director of Human Resources or designee shall conduct a meeting to hear the issue and will render a decision within ten (10) working days following the meeting. This decision shall be final and binding on all parties.

If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the union in expediting in every way possible the matter of final resolution. The Employer reserves the right of decision, pending settlement among the Unions concerned, as to the work assignment and declares that such decision will be based not only on the Union agreements as above mentioned but also on what is operationally reasonable for the department(s) involved.

In the event the Employer notifies the Union that a question of jurisdiction exists and the Union does not make an effort to defend its jurisdiction within thirty (30) calendar days, it shall be considered by the Employer a waiver of jurisdictional rights.

The parties acknowledge that there is overlap in work functions between this bargaining unit and other bargaining units on campus and that this overlap is incorporated into past practice that has evolved on campus.

## Article 15: Health and Safety

In order to have a safe place to work, the Employer agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement. Both parties agree that employees covered by this Agreement shall comply with all safety rules and regulations established by the University and those established for the protection of the public.

## Article 16: General Provisions

### **Section 16.01: Non Discrimination**

The Employer and the Union agree that they will not practice discrimination against any employee because of race, creed, color, national origin, religion, 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.

### **Section 16.02: Bulletin Boards 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 board designated for the exclusive use of the Union.

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

### **Section 16.03: Union Activity**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses, or grievants, and such attendance does not substantially interfere with the Employer's operations.

### **Section 16.04: Visits by Union Representative**

The Employer agrees that Union representatives, or any 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 representative. It will be the responsibility of the Union official or the local Union officer to inform the Office of Human Resources of any intended meeting or visit.

#### **Section 16.05: Appropriate Dress**

All employees are expected to wear appropriate and safe clothing for the job that they perform.

#### **Section 16.06: Subcontracting**

The Employer shall not subcontract any bargaining unit work when necessary equipment and manpower are available.

#### **Section 16.07: Boots and Uniforms**

1. The following applies to Drivers, Recycling Assistants, Route Drivers, Route Driver Helpers, and Mailing Equipment Operator/Expeditors:

The Employer shall provide employees with steel-toed boots. The Employer will also provide uniforms based on the practice already established in the department.

2. The following applies to Fieldhouse Facilities Attendants:

On an annual basis the Employer will provide employees with steel-toed boots upon request by an employee; however, if the boots are provided, then the employee shall be required to wear the boots at all times during his/her shift.

### **Article 17: Labor/Management Committee**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings are held between Union representatives and Employer representatives. A labor/management team will be established and regularly scheduled meetings will be held. The Union shall be notified in writing of scheduled meeting.

Each party shall designate their respective team members. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. 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.

The labor/management team shall have responsibility for:

- 1) Setting meeting dates, times, and locations.
- 2) Agenda preparation for subsequent meetings.
- 3) Development of area subcommittees as needed.
- 4) Training of committee members.

No labor/management team will have the authority to discuss, change, modify, or infringe upon issues that 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 continue 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 that 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 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.

## Article 18: Period Covered

### **Section 18.01: Period Covered**

This Agreement shall become effective upon execution of the negotiated agreement and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m., midnight, June 30, 2012. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing as least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

### **Section 18.02: Status During Negotiations**

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article 6, No Strike/No Lockout.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this \_\_\_\_ day of \_\_\_\_\_, 2008.

ILLINOIS STATE UNIVERSITY

BY \_\_\_\_\_  
Negotiations Chief Spokesperson

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Associate Vice President for HR

BY \_\_\_\_\_  
Vice President, Finance and Planning

TEAMSTERS, LOCAL 26

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE A

### **Starting Rate Methodology (Driver, Route Driver, Mailing Equipment Opr/Exp)**

The starting rate for new employees hired into a classification will be 95% of the lowest paid employee in that classification. Employees will remain at that rate for the first year of employment and then move to the rate equal to the lowest paid employee in the classification.

### **Learner Rates**

The Learner starting rate will be 95% of the starting rate for the 1<sup>st</sup> 6 months; the starting rate for the 2<sup>nd</sup> six months, the full rate after 1 year.

### **Fieldhouse Facility Attendant Pay Structure and Transition Plan**

<b>Current Structure</b>	<b>Transitional Structure <i>Effective 7/1/07 thru 6/30/2011</i></b>	<b>Proposed Structure <i>Effective 7/1/2011</i></b>
<b>Starting Rate</b> Up to 2 years	<b>Starting Rate</b> Up to 2 years	<b>Starting Rate</b> Up to 1 Year
<b>Mid Rate</b> 2 years to 6 years	<b>Mid Rate</b> 2 Years to 4 Years	
<b>Full Rate</b> 6+ years	<b>Full Rate</b> 4+ Years	<b>Full Rate</b> 1+ Years

### **Annual Pay Increase Amounts for the Term of the Agreement**

<b>Fiscal Year</b>	<b>Increase<sup>1</sup></b>
FY 2008	3% across the board <sup>2</sup>
FY 2009	Publicly Announced Campus Wage Program
FY 2010	Publicly Announced Campus Wage Program
FY 2011	Publicly Announced Campus Wage Program
FY 2012	Publicly Announced Campus Wage Program

<sup>1</sup> Should the publicly announced wage program in any fiscal year be less than 2%, either party may request to open negotiations for the purposes of bargaining wages.

<sup>2</sup> Retroactive pay will be offered only to those employees who remain in pay status throughout the execution of the agreement. Those who have terminated or retired will not be eligible for retroactive pay.

**Rates Effective July 1, 2007**

**Driver**

Starting Rate	20.00
1-Year Rate	21.05

**Route Driver**

Starting Rate	15.75
1-year Rate	16.58

**Mailing Equipment Opr/Exp II**

Starting Rate	13.07
1-year Rate	13.76

**Mailing Equipment Opr/Exp I**

Starting Rate	11.73
1-Year Rate	12.35

**Feildhouse Facility Attendant**

Starting Rate	12.27
Mid Rate	14.24
Full Rate	16.61

**Night Shift Differential**

Effective July 1, 2011, all employees under this agreement who begin their normal, regularly scheduled work shift between the following times will receive the corresponding shift differential for all hours worked:

<b>Start Time of Regular Shift</b>	<b>Shift Differential Hourly Amount</b>
2:00 p.m. to 9:59 p.m.	30 cents
10:00 p.m. to 4:59 a.m.	40 cents

The shift differential will not be paid to employees who do not start their normal, regularly scheduled shift between the above times, even if the employee is working an overtime shift that may start during or overlap with the above times.

