

**AGREEMENT**

**by and between**

**The Board of Trustees of Illinois State University**

**and**

**Local No. 399/Heating Plant**

**International Union of Operating Engineers**

**AFL-CIO**

**dated**

**July 1, 2009 through June 30, 2014**

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## **PREAMBLE**

This Agreement is made and entered into on the date hereafter set forth by and between the Board of Trustees on behalf of Illinois State University (hereinafter referred to as the Employer) and certain Civil Service employees of Illinois State University, represented by Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the Union).

## **ARTICLE 1: AUTHORIZATION**

This Agreement is authorized by Section 36d of the Illinois Statute establishing the State Universities Civil Service System of Illinois (SHA, Chapter 24 1/2, Section 38b(3)); in accordance with the Board Regulations of the Board of Trustees recognizing collective bargaining; and Public Act 83-1014 (Illinois Educational Labor Relations Act).

Public Act 89-4, which becomes effective January 1, 1996, transfers outstanding contracts, agreements, rights, powers and duties, rules and regulations of the Board of Trustees to successor Boards of Trustees. Provisions of collective bargaining agreements in effect on January 1, 1996, including past practices and policies applicable thereto, are to be continued with incidental substitutions of nomenclature and reorganized successor employer functions where appropriate as determined by successor Boards of Trustees or their designees due to the changes in the law.

If any provision of Public Act 89-4 or the application thereof to the union or any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of Public Act 89-4 applicable to this collective bargaining agreement, to the union or any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this collective bargaining agreement shall be valid and be enforced to the fullest extent permitted by law.

## **ARTICLE 2: PURPOSE OF AGREEMENT**

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Union. The Employer and the Union are committed to the uninterrupted effective performance of the teaching, research, and public functions of the Employer, subject to any changes in State or other laws or policies applicable to the Employer. The Union will strive to maintain these functions through the performance of the regularly assigned and related duties of the classifications covered by this Agreement.

## **ARTICLE 3: LIMITATIONS**

- A. This Agreement shall not supersede: (1) applicable Federal and State laws and as they may be amended from time to time; (2) Statutes and Rules of the State Universities Civil Service System of Illinois and as they may be amended from time to time; (3) the Statute of the State Universities Retirement System and as it may be amended from time to time; (4) the By-Laws and Board Regulations promulgated by the Board of Trustees and as they may be amended from time to time; (5) provisions of the policies and procedures of Illinois State University, as they may be amended from time to time.
- B. In the event of conflict among any of the foregoing as enumerated in Section A above and any provisions of this Agreement, the foregoing shall prevail except where a deviation from the same, expressly recognized herein, is agreed upon in express terms hereunder.
- C. This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior Agreements, commitments, or practices between the Employer and the Union or its employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term.

- D. Waiver of Additional Negotiations: The parties acknowledge that they have had the opportunity to negotiate all items not removed by law, and therefore each waives the right to negotiate any other subject during the term of this Agreement, except by mutual consent.
- E. Should any provisions of this Agreement or any application thereto become unlawful by virtue of any Federal or State law or Executive order of the President of the United States or the Governor of Illinois, or an order or decision of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order or decision, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

#### **ARTICLE 4: 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;
- hire, examine, promote, train, and schedule employees in positions with the employer;
- 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, with proper notification of the local union;
- 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 new or temporary 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.

#### **ARTICLE 5: UNION RECOGNITION**

The Employer recognizes the Union as the sole an exclusive representative in all matters pertaining to wages, hours of work, and working conditions for all Civil Service employees in the classifications identified under Article XVI entitled "Wages" herein. The Employer recognizes the Union's interest in any changes which materially affect conditions of employment of those it represents and the need to keep it informed prior to any such changes.

The Employer will negotiate regarding any change of conditions of employment except those controlled either by law or established by existing provisions of Illinois State University policies and the rules and regulations promulgated by the Board of Trustees.

#### **ARTICLE 6: PROPORTIONATE SHARE CLAUSE**

This proportionate share provision shall not become effective until the Union demonstrates to the Director of Labor and Employee Relations 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 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 full-time employees pursuant to usual and customary payroll deduction procedures and paid to the Union.

The Employer agrees to deduct Union dues, assessments, 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 Local 399, International Union of Operating Engineers, after the deduction is made by the Employer with a listing of the employee, University identification number, and the individual employee deduction(s).

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 7: UNION ACTIVITY AND MEMBERSHIP**

The Employer and the Union agree that there shall be no discrimination against or coercion of any employee regarding Union membership, that Union membership is entirely a matter of the employee's free choice and determination. Further, the Employer agrees that there will be no discrimination against stewards or officers of the Union who may be engaged in the negotiation of Agreements or the adjustment of grievances. The Employer shall approve payment of wages for two (2) Heat Plant employee representatives and two (2) Building Mechanic employee representatives for time spent in negotiations during the employee's regular work shift.

During the effective dates of this Agreement, the Union and its members shall not solicit membership or carry on Union activity on the Employer's premises with the Employer's workers during their working hours without permission from the Director, Labor and Employee Relations or designee. A Union steward with permission of the Assistant Director, Heating Plant (for Heating Plant employees) or Superintendent of Building Maintenance (for Maintenance Repair /Workers and Maintenance Repair Foreperson), Assistant Superintendent for Building Maintenance (for Building Operating Engineers and Building Mechanics) or the Director of Labor and Employee Relations or his/her designee, may leave his assigned work to investigate an alleged grievance or to present matters according to University Policy. The steward shall be in a non-pay status while so occupied if proper permission to absent himself from work has not been obtained.

## **ARTICLE 8: JOINT RESPONSIBILITIES**

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

## **ARTICLE 9: NO STRIKE - NO LOCKOUT**

### **Section 1**

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 2**

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 10: JURISDICTION**

In case of jurisdictional disputes arising between representatives of this Union and those of other Unions, it is understood that such differences shall be settled among the Unions concerned and the Employer, and that the Employer will not make any changes in an already established work assignment practice 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. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting in every way possible the matter of final decision.

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 local prevailing practice covering the work.

Employees covered by this Agreement operate, maintain and repair machinery and equipment, including new equipment and technologies as introduced, for which they are assigned and responsible (see Civil Service specifications for guidelines). The parties have acknowledged that there is overlap in work functions of Heating Plant and other maintenance-related classifications and that this overlap is incorporated into the past practice that has evolved on campus. The basis for resolution of jurisdictional issues will be Civil Service job descriptions, existing agreements between classifications, University precedents and past practices. Work normally assigned to bargaining unit employees shall not be sublet or contracted out where such actions cause layoff of employees of the unit.

## **ARTICLE 11: DISCIPLINE**

Whenever a status employee covered by this Agreement is issued discipline under the Valuing Individual Performance process, a copy of such discipline will be sent to the Union's office, at the employee's request. Discharge procedures will follow the Statute and Rules of the State Universities Civil Service System.

## **ARTICLE 12: SENIORITY**

- A. The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Agreement showing each employee's seniority and job classification as such rosters are prepared for use of the operating department.

- B. The Employer agrees to provide to the Union the aforementioned rosters upon its request annually.
- C. Seniority shall be by classification and shall prevail in regard to layoffs, choice of working shifts, so far as the operating needs of the department permit. Promotional examinations and training courses conducted in preparation for promotional examinations shall be open to all qualified employees within the bargaining unit in the promotional line. However, if the Employer decides to send an employee to a technical training school outside Illinois State University campus, all employees within the classification need not be sent to the training school.

## **ARTICLE 13: GRIEVANCES AND ARBITRATION**

### **GRIEVANCES**

#### **Section 1: Definition**

A grievance is a dispute or difference between the parties with respect to the application, 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 2: Union Grievances**

A grievance filed by the Union shall be initiated in writing at Step 2 of this procedure within five (5) 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 3: 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 parties.

#### **Section 4: Employee Representation**

An employee or group of employees may at any time present 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. An attorney may not represent an employee through the grievance procedure but may represent an employee in arbitration.

#### **Section 5: Steps Within Procedure**

**STEP 1:** Within 5 working days after the first occurrence, or within 5 working days after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Union steward shall orally present the grievance to the designated supervisor<sup>1</sup> not covered by the bargaining unit. The supervisor shall provide an oral response within 5 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 and representative, if any, and the second level designated supervisor<sup>2</sup> not covered by the bargaining unit.

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<sup>1</sup> Heating Plant employees will present Step 1 grievances to the Assistant Director, Heating Plant. Maintenance Repair/Workers and Maintenance Repair Foreperson will present Step 1 grievances to the Superintendent of Building Maintenance. Building Operating Engineers and Building Mechanics will present Step 1 grievances to the Building Mechanic Foreman.

<sup>2</sup> Heating Plant employees will present Step 2 grievances to the Director, Office of Energy Management.

The written grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement at issue and the relief requested. The written grievance shall be submitted to the department head within 5 work days of the supervisor's oral response. The next higher level supervisor shall meet within 10 working days with the grievant and representative in an attempt to resolve the grievance. The response shall be reduced to writing within 5 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 shall be submitted to the Director of Labor and Employee Relations (or designee) at the Human Resource Office within 5 work days after the Step 2 written response. Human Resources 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 Employee and Labor Relations (or designee) shall issue a written response to the grievance within ten (10) work days following the meeting.

### **Section 6: Other Provisions**

If the grievance is one from an individual employee, the aggrieved employee and one Union representative shall be given paid time off as necessary to investigate and process the grievance. If the grievance is one from a group of employees or a class action grievance, two grievants representing the class shall be given paid time off for meeting, as necessary, in the processing of the grievance.

### **Section 7: 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 within ten (10) work days after receipt of the Step 3 response.

The parties shall obtain a list of 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, representatives, any transcript it may order, and preparation and presentation of its own case.

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 Policies, laws of the United States and the State of Illinois and Rules and Regulations of administrative agencies are not subject to arbitration.

Pursuant to current State Universities Civil Service System Statute and Rules, matters related to the discharge or dismissal of an employee 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 or other existing rules. The arbitrator shall only consider and make a decision with respect to the particular issue 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 modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. No liability shall accrue against the Employer for a date prior to the date the grievance was presented in Step 1. The decision and award of the arbitrator shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless, unless the parties agree to an extension thereof. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the grievance presented. Past

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Maintenance Repair/Workers and Maintenance Repair Foreperson will present Step 2 grievances to the Assistant Director of Facilities Management. Building Operating Engineers and Building Mechanics will present Step 2 grievances to the Assistant Superintendent of Building Maintenance.

practices may be considered in interpreting an ambiguous provision of this Agreement or of University rules or procedures where it applies directly to such provision, but past practices, regardless of their nature, may not be considered by an arbitrator for the purpose of creating an employee or Union right or University obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be final and binding on the Employer, the Union, and the employee(s) involved.

## **ARTICLE 14: WORKING RULES AND CONDITIONS**

### **Section 1: Conditions of Employment**

- A Workers under a designated supervisor shall receive their orders from their supervisor and the designated supervisor shall be responsible to his supervisor for carrying out orders of management in the operation of the plant. Management shall inform the designated supervisor of any contemplated major repairs or alterations to be made in the equipment under the jurisdiction of the engineers.
- B The Employer recognizes its responsibility to make all reasonable provisions for safety and health of the workers and to maintain a sound operating practice which will result in safe working conditions and efficiency of operations. To accomplish this, the Employer will conduct discussions of safety as necessary. The Union recognizes the responsibility of the individual worker in this regard and each employee is expected to obey safety rules and follow safe work practices to insure his safety, as well as that of his fellow workers and immediate supervisor. Where an unsafe practice or condition directly affects a member of this Union, it shall be reported as stated. If the matter is not resolved, the Union Business Representative may take it up directly with the Director, Labor and Employee Relations or designee.

### **Section 2: Shift Schedule, Shift, Work Day and Work Week**

- A. The Employer shall determine shift schedule requirements based upon the operational needs of the institution.
- B. A shift shall be defined as eight (8) consecutive hours of work or, for the Maintenance Repair/Worker, Maintenance Repair Foreperson, Building Mechanic, and Building Automation Technician I and II, 7.5 consecutive hours of work.
- C. The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day.
- D. The work week is a fixed and regularly recurring period of 168 hours, seven consecutive twenty-four (24) hour periods. The full-time work schedule in the work week shall normally consist of five (5) daily eight (8) hour shifts and not exceed forty (40) hours of work. For the Maintenance Repair Worker, Maintenance Repair Foreperson, Building Mechanic and Building Automation Technician I and II, the full-time work schedule in the work week shall normally consist of five (5) daily seven and one-half (7.5) hour shifts and not exceed thirty seven and one-half (37.5) hours of work. The work week shall begin at 12:01 a.m. on Monday and end at 12:00 Midnight the following Sunday. A shift starting time will determine which day will be considered as being worked.
- E. It is understood that work forces may be reduced on holidays without change of shifts, provided, however, that sufficient unit employees shall be maintained to meet the workload within the jurisdictional coverage of this Agreement and to provide safe working conditions.
- F. Employees covered by this Agreement may be requested at the direction of the Employer to attend departmental meetings. Employees not scheduled to work at the time of the meeting will be compensated at the applicable hourly rate for the time they spend in attendance at the meeting. It is

anticipated that these meetings will be held only on an occasional basis and that all employees will make every effort to attend.

The schedules for Building Operating Engineers and Building Mechanics who work other than a regular day shift will flex up to one (1) hour to accommodate mandatory meetings. All other mandatory meetings held outside of the one (1) hour flex schedule will be paid at the applicable hourly rate for the time they spend in attendance at the meeting.

### **Section 3: Operations**

The Union recognizes that the employees it represents will provide the Employer service on a continuous operation basis.

### **Section 4: Call-Back (exception - Section 2F above)**

Employees covered by this Agreement called back to work shall have a minimum guarantee of two (2) hour's pay or payment for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee reports on the Employer's premises and is available for work. However, if the regularly scheduled shift starts within one (1) hour after call-back, the employee shall revert to the regular rate at the start of the regularly scheduled shift, but in no case be paid less than one (1) hour call-back at overtime rates for time worked prior to the shift.

Employees covered by this Agreement responding to work-related phone calls and/or computer modem connection shall be paid overtime for time spent performing work of the Employer.

### **Section 5: Overtime Work (Non-Building Mechanic)**

Inasmuch as the Employer operates an educational institution, functioning in the public good and welfare, and services provided it by employees covered in this Agreement are essential to the operation of said institution, all employees through acceptance of this Agreement by their duly constituted bargaining agent, guarantee to perform reasonable amounts of overtime work whenever the Employer deems such work necessary, being paid for the said work at the rates established herein. Overtime work shall be offered and distributed as evenly as possible by classification. In emergency situations, in order to provide the best qualified personnel to handle the situation, including the ability to respond to the emergency in a timely manner, the standard procedure may be waived but the overtime distribution must be evened out through future overtime opportunities.

### **Section 6: Overtime Work (Building Mechanic Only)**

For Building Mechanics – Overtime, when deemed necessary by management, shall always be offered to the person with the most seniority as defined below. Hours worked or refused are not tallied.

For general overtime assignments, a seniority list by classification within the department is used.

For specific overtime assignments, a seniority list by logical unit is used. These “units” are defined as each Residence Hall complex, Apartments, and Fire Systems. If the most senior person cannot be contacted or rejects the overtime, the next senior person in that unit is offered the overtime. An exception to this is that overtime work for fire systems is first offered to the person in the complex where the overtime is occurring, then to the specific seniority list. If the unit seniority list is exhausted, the most senior person in the department within the classification of Building Mechanic is called. This procedure continues until all persons on the seniority list have been offered the overtime and have refused or cannot be contacted.

For emergency overtime, assignments, in order to provide the best qualified personnel to handle the situation, including the ability to respond to the emergency in a timely manner, the standard seniority procedures may be waived.

For “holdover” overtime assignments, the employee already performing the task at the time is the first offered the opportunity to work the overtime.

Employees who do not wish to be called for overtime shall complete a standard form to be submitted to the supervisor which states that they do not want to be called for overtime. The employee may indicate that if the seniority list is exhausted, they may be contacted. The employee shall not be called for overtime unless a second letter is presented stating availability for overtime.

### **Section 7: Worker's Responsibility**

The employees covered by this Agreement, through its acceptance by their duly constituted bargaining agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

### **Section 8: Layoffs**

The Employer will follow the State Universities Civil Service System Statute and Rules regarding notification of layoff.

### **Section 9: Worker's Termination of Employment**

Unless excused from this requirement by the Employer, or termination of employment is occasioned by circumstances beyond the employee's control, the latter will give the former ten (10) work days notice before terminating employment.

### **Section 10: 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. In the event no facilities are available, the employee will attempt to notify his supervisor.

## **ARTICLE 15: BENEFITS**

Employees covered by this Agreement shall be entitled to all benefits granted by the Board Regulations of the Board of Trustees and the administration and interpretation of said benefits as set forth in University policy, as they may be amended from time to time. These benefits will not normally be diminished during the life of this Agreement and any improvements in any of them will be made applicable to employees covered by this Agreement. Whenever a holiday occurs during an employee's vacation or sick leave, such holiday shall be paid, but shall not be counted as part of the vacation or sick leave. Extra pay in lieu of vacation or sick leave will not be allowed.

## **ARTICLE 16: WAGES**

### **Section 1: Method of Establishment of Rates**

Pay rates specified herein shall be arrived at by negotiations by and between the Parties.

It is hereby agreed by both Parties to this Agreement that all wage rates specified in Article XVI, Wages, Section 2B, will be adjusted on July 1, 2010, July 1, 2011, July 1, 2012, and July 1, 2013, by the percentage appropriated by the State of Illinois for wage increases. The implementation of these wage rates will be based upon the availability of appropriated funds and any change in the appropriated amount will be implemented across the board to all classifications represented in this Agreement. This includes all supplemental percentages appropriated by the State of Illinois for wage increases regardless of criteria.

In the event that the University provides additional funding for general wage increases after ratification of this agreement, the parties agree the additional percentage amount will be made available to this unit provided all eligibility criteria or parameters for the increase amount are met.

## **Section 2: Wages (Basic Straight-Time)**

- A. Basic straight-time hourly wages are hereby defined as those payable for work performed during the five (5) scheduled days of work in a work week, but not for more than eight (8) hours work in any one day (or 7.5 hours for the classification of Maintenance Repair/Worker, Building Mechanic, and Building Automation Technician I and II).
- B. Maintenance Repair/Workers, Building Operating Engineers, and Building Mechanics, who participate on the Asbestos Abatement Team, will receive a \$1.00 per hour differential for each hour worked in this capacity.

Maintenance Repair /Worker, Building Operating Engineer, and Building Mechanics who are assigned and work as the Asbestos Abatement Team Supervisor shall receive \$2.00 per hour differential for each hour worked in this capacity. Eligible employees will receive either the \$1.00 per hour differential or the \$2.00 differential for their work on the Asbestos Team, but in no case shall an employee receive both differentials for the same hours.

- C. The wage scales as set forth in Schedule A.

## **Section 3: Wages (Overtime)**

Time worked by the employees covered in this Agreement in excess of eight (8) hours in the daily work shift (unless otherwise specified herein), is overtime and will be compensated at one-and-one-half (1 1/2) times the basic straight-time hourly wages established herein. The shift differential will be added to the base rate for the purposes of computing overtime and premium pays for all hours worked during the applicable time.

For the classification of Maintenance Repair/ Worker, Maintenance Repair Foreperson, Building Mechanic, and Building Automation Technician I and II, time worked in excess of 7.5 hours in the daily work shift is overtime and compensated at one-and-one half (1 1/2) times the basic straight-time hourly wage established herein.

Scheduled overtime will be designated as eligible or ineligible for compensatory time when offered. When an employee works overtime, he shall have the option to either receive the applicable overtime rate for the hours worked or receive compensatory time off with regular base pay for the equal amount of paid overtime hours (i.e., 8 hours at 1 1/2x = 12 hours compensatory time off with regular base pay) unless designated as ineligible for comp time when offered. The employee may accumulate up to a maximum of two weeks of compensatory time off. The employee must give notice to management and receive approval when he desires to use compensatory time off.

The use of accumulated compensatory time shall be granted based on operational needs of the unit. Compensatory time may be accumulated to a maximum of 75 hours (maximum of 80 hours for employees who work a 40 hour work week). Compensatory time is banked until used or paid out at a time of separation of service with the Employer.

## **Section 4: Wages Payable for Work During the Employee's Day Off**

Work in excess of forty (40) hours (or 37.5 for Maintenance Repair/ Worker, Maintenance Repair Foreperson, Building Mechanic, and Building Automation Technician I and II) in any one work week (unless otherwise specified herein) shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

One and one-half (1 1/2) times the regular hourly rate shall be paid for all hours worked on the sixth day (the first day off) or the seventh day (the second day off) for vacancy coverage. However, double time (2) the regular hourly rate shall be paid for all hours worked on the seventh day (the second day off) if any hours are worked on the sixth day (the first day off). Double time (2) the regular hourly rate shall be paid for hours worked on the seventh day (the second day off) for emergency overtime and for scheduled overtime other than vacancy coverage.

Vacancy coverage will be paid at 1½ the regular base wage rate until minimum staffing levels as indicated on the bid sheets are met.

An employee who works less than forty (40) hours in any work week shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of eight (8) hours in any one day. The Maintenance Repair /Workers, Building Mechanics, Maintenance Repair Forepersons, and Building Automation Technicians I and II who work less than 37.5 hours in any work week shall be paid at the rate of time and one-half (1 1/2) for all work performed in excess of 7.5 hours in any one day.

### **Section 5: Wages (Holidays)**

The six (6) recognized holidays shall be on the traditional calendar day and the five (5) remaining holidays, which includes Memorial Day and the four (4) Floating holidays, shall be observed on the day designated by the University.

The Maintenance Repair/ Worker, Maintenance Repair Foreperson, Building Mechanic, Building Operating Engineer, and Building Automation Technician I and II classifications will observe the University designated holidays.

Work performed for the Employer by the employees covered herein on any holiday designated by the University shall be compensated at two (2) times their basic straight-time hourly rates, this being additional to payment to them of eight (8) hours (7.5 hours for Maintenance Repair/ Worker, Maintenance Repair Foreperson, Building Mechanic, and Building Automation Technician I and II) basic straight-time hourly rates for the holiday.

If an employee is scheduled to work on a holiday, the employee may opt not to work and collect holiday pay. The holiday will be offered to all other employees not scheduled within the same classification on the same shift. If no one accepts the holiday, it will be offered to all other employees within the same classification. If no one accepts the holiday, the least senior employee originally scheduled must work the shift. The parties agree to formally interpret this language by developing a written holiday scheduling protocol beginning at the next labor management committee meeting. If the parties are unable to reach consensus on the protocol by March 31, 2011, "Schedule C: Holiday Scheduling Protocol," tentatively agreed upon by the parties on 4/19/2010, will be adopted by the parties.

In the event an employee is scheduled to work a holiday but cannot work, the employee called in to work overtime will only be paid at the rate (overtime or double-time) that the originally scheduled employee was to be paid.

### **Section 6: Administrative Closure Days**

Employees in this bargaining unit are eligible for all University designated Administrative Closure (AC) days between December 26-31.

If there is an administrative closure day and the employee is required to take the day off, he shall be paid at the regular straight-time rate of pay. If 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. Comp time (at straight time) may be taken in lieu of pay for the AC day at the discretion of the Employee.

Administrative closure days other than during the holiday shutdown shall be implemented in accordance with University policy and or practice.

### **Section 7: Work Schedule Changes**

Except in emergency situations, whenever work schedules are changed at management's discretion, notice in writing of such change shall be posted in the Plant at least forty-eight (48) hours before such change becomes effective. Time worked as the result of a schedule change when notice is less than forty-eight (48) hours shall be paid at the appropriate premium rate for time worked, until the expiration of the 48-hour posting period.

Volunteers will be solicited first to fill the vacancy and if none are obtained, then the least senior within the classification will be moved to fill the vacancy.

Under normal circumstances, work schedule changes shall be posted at least fourteen (14) calendar days prior to the effective date of the change.

Employees on the same shift within the same classification shall be allowed to occasionally trade days off within the same pay period, with supervisory approval and based on operational needs, as long as it results in no additional cost for the University.

### **Section 8: Bidding Procedures**

There will normally be three (3) specified bids per year covering classifications, days off, and hours of work. The effective date of any bid shall be the start of the first shift of the day, which is the beginning of a pay period, preceding the start of Spring, Summer and Fall semesters. The effective date for any bid may be modified by mutual agreement between both parties.

Those with most seniority in their classification will bid first. Anyone not bidding within two (2) of his work days will then forfeit his right to bid and the next person on the seniority list may then bid. That person who forfeited his right to bid then has two (2) more days in which to bid. Each failure to bid within the two (2) working days would result in forfeiture of bidding rights. If an employee is to be absent, they will submit to the Assistant Director, Heating Plant their preferences in writing prior to the bid, indicating shift and days off desired.

Once you have bid and the next senior person has bid, you are locked into what you have bid.

Holiday bids shall be conducted with the same two-day limit.

The Maintenance Repair/ Worker, Maintenance Repair Foreperson, Building Mechanic, Building Operating Engineer, and Building Automation Technician I and II classifications are not included in the bidding process above until such time as there are additional employees or shifts in that classification.

## **ARTICLE 17: TERMINATION**

### **Section 1: Effective dates of Agreement**

This Agreement is effective 12:01 a.m., July 1, 2009, and shall remain in effect through 11:59 p.m., June 30, 2014. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement. No earlier than ninety (90) days prior to the expiration of this Agreement, either party may initiate negotiation of a successor Agreement.

## **Section 2: Changes or Amendments**

Negotiations of proposed changes or amendments to this Agreement, specified in this notice, required by Section 1 immediately above, and the respondent's reply thereto, shall begin not later than thirty (30) days following notification of one Party to the other that it seeks changes or amendments.

## **Section 3: Status of Agreement During Negotiations and Terminations Thereof**

- A. The Parties recognize joint responsibility to provide continuing service to the end that educational processes are not interrupted. If during the course of negotiations an impasse appears likely, every effort shall be made by them to resolve the dispute.
- B. Negotiations, by and between the Parties, of proposed changes or amendments to the provisions of this Agreement, shall begin not later than thirty (30) days following notification of one Party or the other that it seeks changes or amendments. Such negotiations shall continue with the Agreement remaining in full force and effect until a new Agreement is reached or until this Agreement is abrogated by one Party, giving the other then ten (10) work days written notice that it has been terminated.

## **Section 4: Effective Dates of Changes or Amendments**

These shall be established in negotiations by and between the Parties.

**SCHEDULE A: Wage Rates**

**CLASSIFICATION 07-01-10**

Asst. Chief Plant Op. Engineer ..	\$34.43
Stationary Engineer .....	\$31.60
Stationary Fireman .....	\$28.93
Water Station Foreman...	\$31.52
Water Station Operator...	\$28.93
Bldg. Automation Tech. II .....	\$35.71
Bldg. Automation Tech. I.....	\$31.60
Maintenance Repair Worker .....	\$18.00*-22.50
Maintenance Repair Foreperson .....	\$24.76
Building Operating Engineer .....	\$19.99*-24.99
Building Mechanics.....	\$18.18*-22.72

\*Twelve-month starting rate at 80% of basic rate.

The wage scale for all new employees who enter the promotional line as a Stationary Fireman Helper shall be as follows:

**PERIOD OF TIME 07-01-09**

1. For the first twelve months: \$20.47
2. At the end of twelve (12) months, the following shall apply:
  - (a) The employee must successfully complete the Heating Plant training and examination procedures;
  - b) Then, based on the written recommendation of the Assistant Director, Heating Plant, the employee shall be offered an opportunity to write the State Universities Civil Service examination for the Stationary Fireman classification;
  - (c) Upon successful completion of the State Universities Civil Service examination, the employee shall go to the Stationary Fireman classification.
  - (d) The Fireman's Helper who is promoted shall go to the Stationary Fireman negotiated rate of pay.

Employees on the second and third shifts will receive a shift differential according to the following schedule:

07-01-09..... \$1.00/hour

**SCHEDULE B: Overtime/Holiday/Premium Pay Matrix and Definitions**

**Emergency Overtime** – Loss of life, limb, damage to equipment. University cannot operate.

**Scheduled Overtime** – Planned in advance and scheduled on calendar.

**Unscheduled Overtime** – Less than 16 hours of advanced notice.

**Vacancy Coverage** – Below minimum staffing levels (For Heating Plant Only).

<p align="center"><b>Type of Overtime/Premium Pay Work</b></p> <p><i>Employees may not apply for, or accept an overtime or holiday offer if they were unable to work their normal shift due to any earned or unearned benefit (vacation, sick, FMLA, jury duty, etc.).</i></p>	<p align="center"><b>Overtime</b></p> <p>(one-and-one-half (1 1/2) times the basic straight-time hourly wage)</p> <p><i>The shift differential will be added to the base rate for the purposes of computing overtime and premium pays for all hours worked during the applicable time.</i></p>	<p align="center"><b>Double Time</b></p> <p>(two (2) times the basic straight time hourly wage)</p> <p><i>The shift differential will be added to the base rate for the purposes of computing overtime and premium pays for all hours worked during the applicable time.</i></p>
Time worked in excess of 8/7.5 hours in the daily work shift or 40/37.5 hours in any one work week	X	
Vacancy Coverage or scheduled OT on the sixth day (the first day off)	X	
Vacancy Coverage on seventh day (the second day off) if no hours were worked on the sixth day (the first day off)	X	
Vacancy Coverage on seventh day (the second day off) if any hours are worked on the sixth day (the first day off)		X
Emergency Overtime on the seventh day (the second day off). <i>Emergency Overtime can only be declared by the designated Management.)</i>		X
Scheduled overtime other than vacancy coverage on the seventh day (the second day off)		X
Holiday (University designated) worked. <i>Double time is in addition to the paid holiday.</i>		X



**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2010, it being understood, however, that the obligations of the Union are contingent upon the Agreement being referred to the membership in open meeting and ratified by the majority vote of the employees covered thereby.

**ON BEHALF OF THE BOARD OF TRUSTEES OF ILLINOIS STATE UNIVERSITY**

**ILLINOIS STATE UNIVERSITY**

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

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

BY \_\_\_\_\_  
Assistant Vice President for  
Human Resources

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

**LOCAL 399, INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO**

BY \_\_\_\_\_  
Business Manager and President

BY \_\_\_\_\_  
Business Representative

**MOU – Building Mechanic Vacancies and Shift Assignments**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ILLINOIS STATE UNIVERSITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399

Vacancies and shift assignments for Building Mechanics will be handled as in the past utilizing the employee preference sheets and considering seniority. Management retains the right to move employees, but will notify the Union Steward of Management’s intentions. Explanation for the moves will be provided to individual Building Mechanics upon request.

\_\_\_\_\_  
For the University                      Date

\_\_\_\_\_  
For the Union                              Date

**MOU – Christmas Shutdown**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ILLINOIS STATE UNIVERSITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399 HEATING PLANT

On regular work days designated on the employee’s shift, during the Christmas shutdown, for vacation days or dock days, the employee shall have the option of working their regular shift or requesting vacation benefit or requesting dock pay.

This MOU expires with the current collective bargaining agreement.

\_\_\_\_\_  
For the University                      Date

\_\_\_\_\_  
For the Union                      Date

**MOU – Extra-Help Building Mechanics/Extra-Help Semi-Skilled**

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ILLINOIS STATE UNIVERSITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399/BUILDING MECHANICS

The parties have agreed to the following guidelines for use of Extra Help Semi-Skilled and Extra Help Building Mechanics:

**Extra Help Semi-Skilled Laborers – use of tools**

1. All “power” tools are prohibited. “Power” is being defined as any tool that requires a charge; needs batteries and/or electricity to function. Any hand tool that doesn’t require power is permissible.
2. It is at the discretion of the area Building Mechanic(s), Building Mechanic Foreman, and/or Facilities Management staff directing the task to be completed to determine if power tools will be utilized.
3. Extra Help Semi-Skilled laborers shall not be used as Building Mechanics answering emergency calls or to perform technical work of the Building Mechanic.

**Extra Help Building Mechanic**

1. Extra Help Building Mechanics shall not be used as primary Building Mechanics to answer emergency service calls. However, they may be assigned to assist Building Mechanics answering emergency service calls.
2. Extra Help Building Mechanics may be assigned to perform work orders.
3. Extra Help Building Mechanics may be assigned to perform seasonal/project work within the scope of the Building Mechanic job description.
4. Extra Help Building Mechanics hold the same qualification as full-time status Building Mechanics. Extra Help Building Mechanics are not restricted in their use of tools.

\_\_\_\_\_  
For the University      Date

\_\_\_\_\_  
For the Union      Date

## MOU – Temporary Supervisor

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ILLINOIS STATE UNIVERSITY  
AND  
INTERNATIONAL UNION OF OPERATING ENGINEERS – LOCAL 399 HEATING PLANT

Labor and Management agree to the following parameters to be used for a temporary supervisor in the Heating Plant and Building Mechanic unit. The temporary supervisor will be assigned as needed and determined by management.

The employee will perform the general duties of the supervisor, excluding those duties listed below, and will receive the current rate of pay for their classification plus a \$2.00/hour differential for only the hours worked as a temporary supervisor. The differential will not be paid for any benefit time used.

This MOU does not authorize the temporary supervisor to:

- Change departmental policies
- Issue any formal discipline
- Approve shift bids (Heating Plant only)
- Coordinate large projects

This list is not all-inclusive and some unit specific job duties may also be unauthorized as identified by respective management.

If changes in responsibilities occur, or if the agreement proved to be ineffective; both parties agree to meet to resolve the issue.

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For the University

Date

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For the Union

Date