

**AGREEMENT**

**by and between**

**The Board of Trustees of**

**Illinois State University**

**and**

**the International Union of Painters and Allied Trades, Council 30**

**Expires December 31, 2014**

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## **PREAMBLE**

The purpose of this Agreement is to promote efficient operations and provide for peaceful settlement of labor disputes without strikes or lockouts.

It is also the intent of the parties to set out uniform standard working conditions, to establish and maintain harmonious relations between the parties to this Agreement, and to secure optimum productivity, efficiency, and accountability in order to execute the work undertaken by the parties.

## **ARTICLES OF AGREEMENT**

This Agreement has been made and entered into by and between the Board of Trustees of Illinois State University at Normal, Illinois (hereinafter referred to as the "Employer") and the International Union of Painters and Allied Trades, Painter's District Council No. 30 (hereinafter referred to as the "Union" or "Bargaining Representative").

### **Article 1** **UNION RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative in all matters established and pertaining to wages, hours, and terms and conditions of employment for employees appointed to status appointments in the classifications of Painter and Painter Foreman at Illinois State University at Normal, Illinois, as provided for in Illinois Revised Statutes, Chapter 48, page 1701, et seq., certified by the Illinois Educational Labor Relations Board on August 29, 1991 (Case No. 91-RC-0026-S), and such other classifications as may be added by agreement of the Employer and the Union.

### **Article 2** **CHECK-OFF OF UNION DUES**

#### **Section 2.01**

The Employer agrees to deduct Union dues from the pay of those employees who individually request it. Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Financial Secretary 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 or Fair Share Fees, in writing, at least thirty (30) calendar days prior to its effective date.

#### **Section 2.02: Fair Share**

Pursuant to Section 1711 of IRS, Chapter 48, Section 1701 et seq. (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 2.01 of the 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, non-Union 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 the 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. Such voluntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the IELRB. Such voluntary deductions shall be forwarded to the Union along with the deductions provided for in Section 2.01 of the Article.

### **Section 2.03**

The Employer and the Union are both cognizant of the provision of the Illinois Educational Labor Relations Act and the Rules promulgated by the IELRB, 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 Rule.

### **Section 2.04**

In the event that any employee covered hereby is precluded from making a Fair Share contribution as required by Section 2.02 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 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 this obligation to pay a Fair Share 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 involuntary deduction.

### **Section 2.05**

The Union shall indemnify, defend and hold the Employer harmless against any 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; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

### **Section 2.06**

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 2.07**

In the event that the IELRB Rules referred to in Section 2.03 of the Article lapse or become inoperative for any reason, then 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.

### **Section 2.08**

Fringe benefits, dues check offs, etc., shall be remitted to the designated fund offices on a monthly basis. (Hours worked during January shall be in the fund office no later than February 10th.)

**Article 3**  
**NON-DISCRIMINATION**

**Section 3.01: Prohibition Against Discrimination**

In accordance with applicable laws, both parties pledge and commit to not discriminate against any employee covered by the terms of this Agreement on the basis of race, sex, creed, marital status, national origin, age, religion, handicap, veteran status, or sexual preference. Complaints involving discrimination or sexual harassment shall be reported to either the Human Resource Office or the Affirmative Action Office.

**Section 3.02: Non-Discrimination Against Union**

Both parties agree that there shall be no discrimination against officers and members of the Union engaged in the negotiation of Agreements, the adjustment of grievances or the performance of any other legal Union activity in the interest of the Union and its members.

**Article 4**  
**UNION RIGHTS**

**Section 4.01: Activity During Working Hours**

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 4.02**

Stewards, upon requesting permission from the appropriate member of Facilities 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: Union Bulletin Board**

The Employer agrees to furnish bulletin board space to bargaining unit employees. The items posted shall not be political, partisan, obscene, or defamatory in nature. All such notices shall be signed by an officer of the Union and approved by the Employer prior to posting.

**Section 4.04: New Employees**

The Employer agrees to inform new employees covered by this Agreement that they are eligible for membership in the Union.

#### **Section 4.05 Campus Visits by Business Agents**

When visiting employees covered by this agreement, the Business Agent shall notify the Superintendent of Building Maintenance of his impending visit and provide a brief explanation of the nature of the visit.

### **Article 5** **EMPLOYER RIGHTS**

The Union recognizes and supports the Employer's retention to itself of all rights, power, privileges, responsibilities and authority conferred upon and vested by either law or the rules governing the State Universities Civil Service System of Illinois or the rules governing the Board of Trustees of Illinois State University, whether exercised or not, including but not limited to the right to operate, manage, control, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following...

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

**Article 6**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 6.01**

The purpose of the grievance procedure is to secure, at the lowest possible level, a resolution of alleged violations of the Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and cooperatively.

**Section 6.02**

A grievance is defined as a claim by an employee or the Union concerning a violation of a specific provision(s) of this Agreement. Any grievance filed shall be on a form prescribed by the Employer and shall reference the specific provision of the collective bargaining Agreement alleged to have been violated. It shall set forth the facts pertaining to the alleged violation.

An employee allegation that a demotion, discharge, suspension, or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service System Statute and Rules, as well as the grievance procedure in accordance with Section 6.06 of this Agreement.

Grievants shall be permitted to attend their grievance hearings without loss of pay if the meeting is scheduled during working hours.

**Section 6.03**

It is agreed that the steward and/or foreman and the affected employee(s) will first discuss problems within the unit and attempt to settle the matter within the bargaining unit prior to accessing the formal grievance procedure.

**STEP 1:** If the matter is not resolved informally within the unit, 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 shall orally present the grievance to the Superintendent of Building Maintenance. The Superintendent of Building Maintenance shall provide an oral response within 5 work days after such presentation.

**STEP 2:** If the problem is not resolved within the unit or at Step 1 and the employee wishes to formally file a grievance, the employee and/or a Union representative shall have five (5) working days from the date of the Step 1 response to file a written grievance. The written grievance shall be presented to the Executive Director of Facilities Management. The Executive Director of Facilities Management or his/her designee shall respond in writing within five (5) working days.

**STEP 3:** If a grievance is not resolved at Step 2, the same written grievance shall be presented, by the Union, to the Director of Labor and Employee Relations (or designee) at the Human Resource Office within five (5) working days after the Step 2 response. The Director of Labor and Employee Relations or his/her designee shall conduct a meeting on the grievance within ten (10) working days. The Director of Labor and Employee Relations or his/her designee shall respond in writing within ten (10) working days after the meeting.

**Section 6.04**

A. If the grievance is not resolved with the Step 3 response, the written grievance may be

referred to arbitration by notifying the Director of Labor and Employee Relations (or designee) in writing within ten (10) working days after the receipt of the third step response. The Director of Labor and Employee Relations or designee and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the American Arbitration Association, Federal Mediation and Conciliation Service, or other mutually acceptable service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator, who shall be notified of their selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties.

- B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the arbitrator. The Employer or the Union has the right to request the arbitrator to require the presence of witnesses and/or production of documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated for payment of employee's travel expenses and/or time spent at the arbitration hearing.
- C. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from any provision of this Agreement. The decision of the arbitrator shall be final and binding on the parties. The expense and fees of the arbitrator and the associated costs of the arbitration shall be shared equally by the parties. Probationary employees dismissed before the end of the probationary period are unable to advance a grievance of such dismissal to arbitration.

#### **Section 6.05**

- A. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not filed or appealed within the designated time limits shall be treated as withdrawn grievances.
- B. The time limits at any step or for any hearing may be extended in writing by mutual agreement of the parties involved at that particular step.
- C. Grievances not responded to within established time frames shall be automatically moved to the next step for resolution unless an extension of the time frame has been agreed to by the parties.

#### **Section 6.06**

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and 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 was 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/demotion 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 7** **NO STRIKE OR LOCKOUT**

### **Section 7.01**

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.

### **Section 7.02**

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

### **Section 7.03**

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

## **Article 8** **LIMITATION OF AGREEMENT AND WAIVERS**

### **Section 8.01**

This Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Civil Service System of Illinois, the Governance Documents of the Board of Trustees of Illinois State University, and the Rules and Regulations of the State Universities Retirement System, as they exist and/or as they are from time to time amended.

### **Section 8.02**

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, that provision or application of a provision of this Agreement shall be null and void. However, the parties agree to

meet to modify the provision to come into compliance with law or executive order, or court decision. All other provisions of this Agreement shall continue in full force and effect.

**Article 9**  
**BENEFITS**

**Section 9.01**

The employees covered under this collective bargaining Agreement shall be entitled to the specific benefits identified for non-exempt Civil Service staff in the Board of Trustees of Illinois State University Governance Documents, as amended from time to time. These benefits are described in detail in Section IV, Civil Service Employees, subsection C, Benefits.

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1. Vacation
2. Sick Leave
3. Workers' Compensation
4. Holidays (as amended by this Agreement)
5. Other Leaves of Absence
6. Educational Benefit
7. Transfer of Benefit Credits
8. Tax Deferred Compensation Plan
9. Retirement
10. Group Insurance
11. Unemployment Compensation
12. Transfer of Benefits
13. Tuition Contribution Program

**Section 9.02**

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

- If the overall percentage increase for employees covered under this Agreement during the previous fiscal year (rate as of 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 10**  
**HOLIDAYS**

**Section 10.01: Designation of Holiday**

The University observes eleven holidays and except in emergency situations or in order to maintain essential services, University facilities will be closed on these holidays and employees covered under this Agreement are not to report to work.

**Section 10.02: Paid Holidays**

Probationary and status employees covered by this Agreement will be excused from work at regular rates of pay for up to four floating holidays and for Martin Luther King, Jr. Day (third Monday in January).

**Section 10.03: Unpaid Holidays**

Probationary and status employees covered by this Agreement shall be excused from work without pay on the following holidays or days observed as such:

New Year's Day	January 1
Memorial Day	as observed by Illinois law
Independence Day	July 4
Labor Day	first Monday in September
Thanksgiving Day	fourth Thursday in November
Christmas Day	December 25

Employees shall be extended the option of charging any unpaid holiday above to accrued vacation.

**Section 10.04: Rate of Pay for Holiday Worked**

Per Section 10.02, there are four (4) floating holidays plus Martin Luther King Jr. Day which are paid holidays. In the event that a bargaining unit employee works on one of these days, he/she will be compensated at time and one-half (1 1/2) the regular straight-time rate of pay. This pay is in addition to the holiday pay.

**Section 10.05: Administrative Closure Days (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 may be offered in lieu of pay at the discretion of the Employer.

**Section 10.06: Holiday Pay Matrix**

<b>Holiday/Administrative Closure</b>	<b>Paid</b>	<b>Unpaid</b>	<b>If you <u>don't</u> work on this day, you receive the following:</b>	<b>If you <u>do</u> work on this day, you receive the following:</b>
Martin Luther King Birthday	X		7.5 hours	1.5 x hours worked plus 7.5 hours regular pay for holiday
4 Floating Holidays	X		7.5 hours	1.5 x hours worked plus 7.5 hours regular pay for holiday
2 Administrative Closure Days	X		7.5 hours	Straight-time for hours worked plus 7.5 hours regular pay for AC days
New Year's Day		X	You can use Vacation, Dock, or Comp Time	2 x all hours worked
Memorial Day		X	You can use Vacation, Dock, or Comp Time	2 x all hours worked
4 <sup>th</sup> of July		X	You can use Vacation, Dock, or Comp Time	2 x all hours worked
Labor Day		X	You can use Vacation, Dock, or Comp Time	2 x all hours worked
Thanksgiving		X	You can use Vacation, Dock, or Comp Time	2 x all hours worked

**Article 11**  
**HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY**

**Section 11.01: Coverage**

During the term of this Agreement, health and life insurance benefits shall be provided to members of the bargaining unit covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971. The parties agree to accept the terms and conditions of health and life benefits as provided by the Department of Central Management Services for University employees at a statewide level as may be amended from time to time.

**Section 11.02: Retirement, Death, and Disability Benefits**

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all members of the bargaining unit covered by this Agreement, in accordance with applicable Illinois Revised Statutes.

**Section 11.03: Related Optional Benefits**

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

**Article 12**  
**HOURS OF WORK, OVERTIME**

**Section 12.01**

Bargaining unit employees shall normally be scheduled to work seven and one-half (7.5) consecutive hours starting at 8:00 a.m. on Monday through Friday, with a one-half (.5) hour unpaid lunch period. Seven and one-half (7.5) hours constitutes a work day and thirty-seven and one-half (37.5) hours shall constitute a work week. Starting times may be changed up to two (2) hours by mutual agreement of the Employer and the Union. If the University schedule changes to a 40-hour work week, the employees covered by this unit will move to a 40-hour work schedule and overtime will be paid on the basis of 8 hours per day and 40 hours per week.

By mutual agreement between the Union and the Superintendent of Building Maintenance, the starting time may be changed by up to two (2) hours prior to the regular starting time.

**Section 12.02: Overtime**

All overtime performed outside the regularly scheduled working hours and on Saturdays up to seven and one-half (7.5) hours shall be paid at one and one-half (1.5) times the straight-time rate of pay. All work performed on Sundays and after seven and one-half (7.5) hours on Saturday and on the six non-paid holidays (or days celebrated as such) shall be paid at double (2) times the regular straight-time rate of pay. All work on paid holidays and administrative closures shall be in accordance with Article 10, Section 10.04, and Article 10, Section 10.05.

### **Section 12.03: Second Shift**

- A. Bargaining unit employees assigned to work the second shift shall normally be scheduled to work seven and one-half (7.5) consecutive hours starting fifteen (15) minutes prior to the end of the first shift, Monday through Friday, with a one-half (.5) hour unpaid lunch period. Seven and one-half (7.5) hours shall constitute a work day. Starting time may be changed up to two (2) hours by mutual agreement between the Employer and the Union.
- B. All employees on the second shift shall receive the current rate of pay for their classification plus a \$1.00 per hour shift differential for hours worked.
- C. When two (2) or more bargaining unit employees are working on the second shift, one employee shall be paid an additional \$1.00 per hour above the Journeyman rate of pay in addition to the shift differential.
- D. When five (5) or more bargaining unit employees are working on the second shift, one (1) employee shall receive foreman rate of pay, plus the second shift differential.
- E. Employees shall have the opportunity to select their shift based on seniority. Bids shall be conducted for implementation on April 1<sup>st</sup> of each year. If a new employee is hired to the first shift after April 1<sup>st</sup>, an employee, if forced to work the second shift, will have the opportunity to move to the first shift on October 1<sup>st</sup> thereby forcing the new employee to the second shift.

### **Section 12.04: Breaks**

Employees are eligible for two fifteen (15) minute breaks per work day. 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 scheduled to work overtime at the end of his shift, he will be allowed a fifteen (15) minute break after two (2) hours of overtime work.

### **Section 12.05: Call Back**

When a bargaining unit employee is called in to work on a day when work has been completed and the employee has left the University or on the employee's regular days off, the employee shall be compensated for a minimum of two (2) hours of pay at the applicable rate. If the employee is required to work more than two (2) hours, the employee shall be compensated for all hours worked at the applicable rate.

### **Section 12.06: Compensatory Time**

An employee may request compensatory time at the appropriate rate in lieu of pay. Such request shall be made prior to the acceptance of an overtime work assignment. The granting of such request shall be at the discretion of the Employer. If the request is denied, the employee shall be paid at the appropriate rate. If the request to accumulate compensatory time is granted, the use of accumulated compensatory time shall be granted based on the operational needs of the unit. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory time is banked until used or paid out at a time of separation of service with the Employer.

**Section 12.07: 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 the operational needs of the unit.

**Section 12.08: Beepers**

Employees may volunteer to carry beepers on a rotating basis for one week (7 days) at a time for the purpose of responding to off-shift calls. The employee shall be compensated for a minimum of two (2) hours of pay at the straight-time rate if less than two (2) hours of overtime work is available during the week.

**Article 13**  
**WORKING OUT OF TOWN**

When employees are sent outside the jurisdiction covered by the Agreement, transportation expense will be paid by the Employer, and room and board will be paid by the Employer if the employees are required to remain away from home overnight. Such payment is restricted to those charges and amounts as authorized for payment in Travel Regulations for State employees as published by the Illinois Travel Regulation Council. Employees will be compensated for such travel and out of town work in accordance with the provisions of the Fair Labor Standards Act as it pertains to government employees.

**Article 14**  
**CONTRACTING**

The Employer reserves the right to contract out work normally performed by full-time status employees under this Agreement.

Such work will not be subcontracted if any of these employees are on layoff or the crew is working on a schedule less than the work week defined herein.

**Article 15**  
**LABOR MANAGEMENT CONFERENCES**

**Section 15.01: Purpose**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and Employer representatives at least twice each year. The Employer will establish these meetings in January and July. Agendas will be shared at least five (5) days in advance of the scheduled meetings.

Additional meetings may be requested by either party by placing in writing a request to the other and providing the agenda for such meeting. Requests from unions should be addressed to the Director of Labor and Employee Relations. Requests from the Employer should be addressed to the proper Business Agent.

Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall include but not be limited to:

- a) Discussing the implementation and general administration of this Agreement.
- b) Sharing general information of interest to the parties.

**Section 15.02: Employee Attendance**

The Employer will allow one (1) employee in the bargaining unit to attend such conferences. Attendance by the employee at the conferences during working hours shall be without loss of pay. However, the employee must give reasonable notice to the immediate supervisor of the intended absence, and the supervisor may grant such time consistent with the operating needs of the University.

**Article 16**  
**OVERTIME DISTRIBUTION AND EQUALIZATION**

**Section 16.01**

Overtime shall be distributed and offered as equally and impartially as possible among all eligible employees within a classification.

**Section 16.02**

Overtime shall be in accordance with seniority, the most senior employee having the least number of overtime hours being given first opportunity. If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order; the least senior employee who has not been previously directed by the Employer to work overtime shall be directed to work the hours until all needed employees have been required to work, at which time the process shall repeat itself. If the University is unable to contact a person to work the overtime, the University may contract the work in question.

**Section 16.03**

For the purpose of equalizing the distribution of overtime within a classification, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours assigned. It is understood that no employee is relieved from the obligation to work overtime if operations require it. It is also understood that exceptions may be made in cases of emergency or if the Foreman or his supervisor determine that the senior eligible employee is not fully qualified to perform the work. New employees shall start with the highest amount of overtime hours, at the time of hire.

**Article 17**  
**SENIORITY**

**Section 17.01: Definition**

Seniority pertains to length of service in a classification. The accrual and application of seniority shall be according to the seniority provisions of the State Universities Civil Service System Statute and Rules.

**Section 17.02: Seniority Lists**

The Employer will provide current seniority lists that will be revised annually showing each employee's seniority and relative position.

**Section 17.03: Partial Layoffs**

Nothing in this Article shall prevent the Union and Employer from mutually agreeing to a program of spreading the work within the operating unit, in the event of a scheduled layoff of one (1) or more employees within such operating unit.

**Section 17.04: Layoff and Recall**

When making a reduction in the number of employees due to lack of work and when recalling employees, the following procedures shall govern:

- (a) Probationary employees will be laid off first, then employees with the least seniority.
- (b) Recall of employees will be in order of seniority.

**Article 18**

**POSTING OF JOB OPENINGS AND VACANCIES**

**Section 18.01: Openings Within the Bargaining Unit**

All positions within the bargaining unit will be posted online at IllinoisState.edu/jobs. All applications must be made on-line through the online recruitment system.

**Section 18.02: Openings Outside the Bargaining Unit**

Non-bargaining unit openings are posted online at IllinoisState.edu/jobs. All applications must be made on-line through the online recruitment system. Bargaining unit employees who possess the minimum qualifications required for these positions are eligible to take the examinations required to be placed on the register for these positions.

**Section 18.03: Awarding of Posted Jobs**

The posted jobs will be awarded pursuant to the provisions of Civil Service Statute and Rules.

**Article 19**

**TOOLS**

**Section 19.01**

Members of the bargaining unit shall be provided non-durable hand tools (brushes, rollers) necessary to effectively and efficiently perform the functions of their classification and trade. Members of the bargaining unit shall provide durable tools (such as putty knives, scrapers, broad knife, duster). The University shall provide power tools necessary to complete assigned tasks. Hand tools furnished by employees will be replaced by the University if the tool is broken, worn out, or stolen as a direct result of performance of assigned duties.

**Section 19.02**

The handling of tools, machinery, appliances, and all materials necessary in the performance of the work covered by the Agreement shall be done by the employees covered hereunder.

**Section 19.03**

Employees are expected to wear clothes appropriate for their trade and the work to be performed. No clothing allowance will be provided by the University.

**Article 20**  
**SAFETY**

**Section 20.01**

In order to have a safe place to work, the University 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 protection of the public.

**Section 20.02**

Facilities Management will make reasonable and prudent efforts to respond to safety concerns of its employees.

**Section 20.03**

The Employer agrees to provide a suitable place to change clothes. It shall be heated in the winter and large enough to accommodate employees and their tools. Employees may use approved break facilities (vending site) for lunch and work breaks.

**Section 20.04**

The University and the Union agree to participate in and support productivity and accountability initiatives implemented by the Board of Higher Education, or the Board of Trustees of Illinois State University.

**Article 21**  
**WORK JURISDICTION**

**Section 21.01**

Work normally done by employees covered by this Agreement shall not be performed by management staff of the Employer except for the purpose of instruction or in emergency situations.

**Section 21.02**

In the case of jurisdictional disputes, representatives of the Employer and the Unions involved will meet within ten (10) days 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 Labor and Employee Relations. The Director of Labor and Employee Relations or designee shall conduct a meeting to hear the issue and will render a decision within ten (10) 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 local prevailing practice covering the work.

Employees covered by this Agreement shall perform duties particular to their trade, following recognized procedures and techniques for such work and including technologies and equipment as introduced.

### **Section 21.03**

The parties to this Agreement have acknowledged that there is overlap in work functions between crafts and other maintenance-related classifications and that this overlap is incorporated into the past practice that has evolved on campus.

Job assignments will continue to be made on the basis of job scope language in Local Area Agreements, Civil Service specifications, past practice, and previously established agreements between the parties.

## **Article 22** **PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS**

### **Section 22.01: Period Covered**

This Agreement shall become effective upon ratification, approval of the Painter's District Council No. 30, and the Board of Trustees of Illinois State University, and remain in full force and effect through the completion of the last shift beginning prior to December 31, 2014. This Agreement shall automatically be renewed thereafter from year to year unless either Party notifies the other in writing at least sixty (60) days prior to December 31, 2014 of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

### **Section 22.02: Status During Negotiations**

Once the notice called for above has been given, this Agreement shall remain in full force and effect until a new Agreement is reached or until this collective bargaining Agreement is abrogated by one party giving the other ten (10) days notice that it shall be terminated on or after the natural expiration of the Agreement.

### **Section 22.03: Commencement of Negotiations**

The party giving notice of a desire to modify the Agreement shall commence negotiations by submitting in writing a detailed list of the modifications or changes desired. The party receiving said notice may propose additional changes in the Agreement in writing.

## **Article 23** **WAGES**

### **Section 23.01: Method of Establishment of Rates**

The pay rates specified herein have been arrived at by negotiations between the parties being guided by this Agreement.

**Section 23.02: Effective Date of Wages**

All wages stipulated in this collective bargaining Agreement become effective at 12:01 a.m. on the dates specified.

**Section 23.03: Hourly Wages**

- A. The negotiated hourly rate for Journeyman and Foreman classifications within the bargaining unit shall be equal to those wages paid to comparable local craft classifications pursuant to the local area AFL-CIO collective bargaining Agreement and which are certified by the Illinois Department of Labor for McLean County. In the event that the prevailing wage laws are changed, the provisions set forth in this Article will continue in full force and effect until a successor Agreement is reached.
- B. A Foreman shall come from the Journeyman ranks and shall receive the rate set forth above. The Foreman shall be selected by and be the agent of the Employer. The Foreman shall be a competent mechanic at his trade and be subject to the terms of this Agreement and its working rules.
- C. A Foreman shall not be required to supervise more than fourteen (14) bargaining unit employees.
- D. Each classification shall have a Foreman.

**Section 23.04: Replacement Foreman**

- A. When additional/replacement Foremen are needed, they shall receive the Foreman rate of pay for all hours worked as a Foreman. Additional/replacement Foremen shall be designated by the Superintendent of Building Maintenance or his/her designee and shall come from the Journeyman ranks.
- B. Temporary Foremen shall be appointed by the senior Foreman of Facilities Management with the approval of the Superintendent of Building Maintenance.
- C. When such appointments are made, the instruction shall normally come from their senior Foreman.

**Section 23.05**

- A. There will be a one dollar (\$1.00) differential for lead worker of small crews on a temporary basis.
- B. When such appointments are made, the instruction shall come from their senior Foreman only.
- C. Senior Foremen shall maintain their pay differential above the highest paid employee under their supervision when five (5) or more Journeymen are receiving the above differential.

**Article 24**  
**EXTRA HELP**

The parties have agreed that the use of Extra Help positions and appointments is in the best interests of the employees and the Employer. Individuals hired on an Extra Help basis will receive wages as provided at 23.03 in this Agreement. Fringe benefits (pension, annuity, Health and Welfare) will be provided to the proper Union and/or Local Benefit fund on a monthly basis.

Employees hired on an Extra Help basis will not accrue seniority nor will they be entitled to receive any of the following benefits referred to in Article 9: Vacation, Sick Leave, Paid Holidays (unless required to work), Administrative Closures (unless required to work), Other Leaves of Absence (Bereavement, Jury Duty, Military, etc.), Educational Benefit, Tax Deferred Compensation Plan, Retirement, Group Insurance, or Tuition Contribution Program.

Employees hired on an Extra Help basis shall have Union dues remitted to their Local through payroll deduction and with proper authorization.



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**Illinois State University**  
**and the**  
**International Union of Painters and Allied Trades, Council 30**

As is currently permitted under Article 12, Section 12.01, of the Collective Bargaining Agreement, the Employer and Union may mutually agree to temporarily extend the workweek to forty (40) hours for a period of six (6) calendar months, so long as funding permits. At some time immediately prior to the conclusion of this temporary extension, the Employer and Union shall jointly review this action and its impact. This review shall be considered a consultation process only. Management shall retain the right to determine whether such 40-hour extension shall continue. Extensions of the 40-hour workweek shall be at least 3 months in duration.

\_\_\_\_\_  
For Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
For Union

\_\_\_\_\_  
Date