

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

**THE BOARD OF TRUSTEES FOR
WESTERN ILLINOIS UNIVERSITY**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO
on behalf of Local Union No. 399**

Landscape Maintenance

Effective July 1, 2023

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This Agreement is made and entered into the first day of July 2023, by and between the Board of Trustees for Western Illinois University, hereinafter called the Employer, and the International Union of Operating Engineers, AFL-CIO, on behalf of Local 399, hereinafter referred to as the Union, witnesseth:

ARTICLE I UNION RECOGNITION

Section 1 - Recognition

The Employer recognizes the Union as the exclusive bargaining agent in all matters pertaining to wages, hours, and conditions of employment for its employees at Western Illinois University who have been appointed to status positions in the bargaining unit in the following classifications:

Assistant Grounds Gardner
Athletic Turf Specialist
Grounds Equipment Mechanic
Grounds Foreman
Grounds Gardener
Grounds Sub-Foreman
Grounds Worker
Tree Surgeon

Section 2 - Union Activity/Non-Discrimination

The Employer and the Union agree that there shall be no discrimination against or coercion by any Employer or Union representative against employees regarding Union membership, that all Union membership is entirely a matter of the employees' free choice and determination. Further, the Employer agrees that there will be no discrimination against spokespersons or officers of the Union, engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members.

During the effective dates of this Collective Bargaining 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 outside this bargaining unit during their working hours. A Union spokesperson with permission of proper authority may leave the assigned work to investigate an alleged grievance or to present matters according to Regulations, the spokesperson being in a non-pay status while so occupied if proper permission to be absent from work has not been obtained.

Section 3 - Compensation for Negotiations

The Employer agrees to allow no more than two (2) Union Spokesperson to attend negotiations without loss of pay. The Employer shall not otherwise be obligated for wages or subsistence expenses for any employees except as provided above.

ARTICLE II MANAGEMENT RIGHTS

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies and conditions of employment are not inconsistent with the expressed provisions of this Collective Bargaining Agreement. The Employer recognizes the Union's interests 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 Regulations, the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies promulgated by the Board of Trustees, and as may be amended, all of which are made part of this Collective Bargaining Agreement.

ARTICLE III NON-DISCRIMINATION

The Union and the Employer agree that they will not practice discrimination against any employee because of sex, race, color, sexual orientation, gender identity, gender expression, religion, age, marital status, national origin, disability, genetic information, veteran status, political or union affiliation, and any other classes protected by state or federal law.

If an employee elects to follow the Employer's Policy on Discrimination Complaint Procedures or seek legal remedy outside the Employer, such action shall effectively waive any rights which either the employee or the union might otherwise have to use the grievance procedure provided herein, with respect to this article.

ARTICLE IV DUES DEDUCTION

Section 1. Dues Deduction

The University agrees to deduct Union dues, upon receipt of an appropriate written and signed authorization directly from any employee covered by this Agreement, on a form mutually agreed to by the University and the Union.

The check-off authorization shall remain in effect unless and until it is revoked in writing in accordance with the revocation provisions contained in the authorization card. The Union shall notify the Employer of any revocations no later than the first day of the month following the month in which it receives notice that the card is revoked.

Authorization of such deduction, and cancellation of such deduction, shall comply with the State Salary and Annuity Withholding Act, 127 Ill. Rev. Stat. 351 et seq., and other applicable laws, as amended from time to time, and procedures established by the Comptroller.

Section 2. Procedure

In accordance with the provisions for deduction as described in Section 1 of this Article, the University shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions from the wages due to each unit employee, pursuant to the State Salary and Annuity Withholding Act, 127 Ill. Rev. Stat. 351 et seq., as amended from time to time, and other applicable state statutes and procedures established by the Comptroller, and the University and shall cause the amounts so withheld to be remitted to the International Union of Operating Engineers, Local #399, by the State Comptroller or other authorized wage paying authority on a monthly basis at the address designated, in writing, by the Union. The Union shall advise the University of any changes in dues, or other approved deductions, in writing, at least thirty (30) days prior to its effective date.

Section 3. University Indemnification

The Union shall indemnify and hold harmless the University, its officers, agents, representatives, and unit employees against any and all claims, demands, actions, complaints, suits, cost, expenses, or other form of liability, including attorney's fees and costs, that shall arise from or as a result of any act taken or not taken by the University, its officers, agents, employees, or representatives for the purpose of complying with or carrying out the provisions of this Article; or in reliance on any list, notice, letter, certification, affidavit, authorization, or assignment furnished to the University by the Union pursuant to this Article.

ARTICLE V WAGES

Section 1 - Method of Establishment of Rates

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

Section 2 - Effective Date of Wages

Wages stipulated in this Collective Bargaining Agreement become effective at 12:01 a.m., July 1, 2023 unless otherwise provided herein.

Section 3 - 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 for not more than seven and one-half (7 1/2) hours work during any one day.
- B. The wage scales for the various classifications at the University shall be as defined in Addendum A of this Agreement.

Section 4 - Wages (Overtime)

Time worked by the employees covered in this Collective Bargaining Agreement in excess of seven and one-half (7 1/2) hours in the daily work shift is overtime and will be compensated at one and one-half (1 1/2) times the basic straight time hourly wages.

Work in excess of thirty-seven and one-half (37 1/2) hours in any one work week shall be paid for at one and one-half (1 1/2) times the regular hourly rate.

Employees who are required to work on their first scheduled day off in a work week shall be paid time and one-half for that day. Employees who are required to work on their second scheduled day off in a work week shall be paid at the rate of double time for that day.

This section shall be interpreted to exclude the pyramiding of overtime payments.

Section 5 – Call-Back/Call-In

Employees covered by this Collective Bargaining Agreement on call-back/call-in on a regularly scheduled work day shall have a minimum guarantee of two (2) hours pay or be paid for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee presents himself on the Employer's premises and reports himself available for work. Employees on call-in on their first or second scheduled day off shall be allowed to work a minimum guarantee of four (4) hours. The employee shall have a minimum guarantee of two (2) hours pay or be paid for the actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee presents himself on the Employer's premises and reports himself available for work. If the employee's regularly scheduled shift starts within two (2) hours after he is called-in he shall revert

to his regular rate at the start of his regular scheduled shift, but in no case can he be paid less than two (2) hours at the overtime rate for time worked prior to his shift.

Section 6 - Work Schedule Change

Except in emergency situations, whenever work schedules are changed at management's discretion, notice in writing of such change shall be posted in the Facilities Management 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 overtime rate until expiration of the forty-eight (48) hour posting period.

Section 7 - Shift Differential

A shift differential shall not be payable for any hours worked regardless of an employee's work schedule.

Section 8 - Holiday Work

Work performed for the Employer by the employees covered herein during any of the holidays recognized elsewhere herein shall be compensated at one and a half times their basic straight time hourly rates for all hours worked on the holiday.

ARTICLE VI BENEFITS

General

Benefits shall include but not be limited to: Accrued leave, holidays, sick leave, leaves-of-absence are as set forth in the Board of Trustees Regulations. Benefits in the control of the Employer will not be diminished during the life of this Agreement except as indicated below and any improvements in any of them will be made applicable to employees covered by this Agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 1 - Vacation

By January 31 of each calendar year employees may express their vacation preference by submitting such request in writing to their supervisor. In the event the Employer cannot grant some or all of those requests, it will so inform the employees. If requests conflict with each other, seniority shall be the controlling factor in determining which of those requests will be approved. The parties agree that there may be periods of time as determined by the Employer when vacation requests will not be granted to employees in general or to employees in specific classifications. At the Employer's discretion, special circumstances vacation requests may be considered for approval on a case-by-case basis and any such approvals are non-precedent setting. Seniority shall not be a factor in special circumstances vacation approvals.

Section 2 - Holidays

- A. Bargaining unit employees who are regularly scheduled to work Monday through Friday shall observe holidays on days designated by the university in accordance with the Board of Trustees Regulations.
- B. Bargaining unit employees who are regularly scheduled to work other than Monday through Friday shall observe holidays on the actual calendar date of the holiday, including the days before Christmas and New Year's Day.
- C. If the holiday falls on a scheduled day off, an in-lieu of day will be given the day before or after the scheduled day(s) off. Management will designate the in-lieu of day. An in-lieu of day is defined as a day off with pay "in-lieu" of the holiday.

Any Holiday(s) as recognized by the Employer, provided that there shall be no less than twelve (12) holidays. The Employer may add to or amend the holidays, but it shall consist of no less than twelve (12) holidays. The Employer will notify the Union of any changes.

Section 3 - Administrative Closure Days

Employees in this bargaining unit are eligible for all University designated Administrative Closure (AC) days.

If there is an administrative closure day and the employee is excused from work, the employee shall be paid at the regular straight-time rate of pay. If required to work on an administrative closure day during the normal scheduled shift, the employee shall receive the straight-time rate of pay for the administrative closure day, plus straight-

time pay for the work performed. Compensatory time (at straight time) may be taken in lieu of pay for the AC day at the discretion of the Employee. If work is performed outside normal working hours, applicable overtime rates will apply.

Section 4 - University Shutdown

When a shutdown occurs and employees designated as essential are expected to report on their normal shift, they will be paid the appropriate overtime rate for any hours worked during the shutdown. Supervisors will contact employees if deemed to be essential. Employees that are not notified they are essential are to report to work for their normal work hours at the expiration of the shutdown. All hours regularly scheduled during the shutdown will be paid at the normal rate of pay.

ARTICLE VII HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1 - Group Insurance

During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, 5 ILCS 375 et. seq. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services at a statewide level intended to apply to state universities.

Section 2 - Pensions and Disability

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with 40 ILCS 5/15 et. seq.

Section 3 - Worker's Compensation Insurance

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS COMPILED STATUTES, 820 ILCS 305 et. seq. and 820 ILCS 310 et, seq. the Workers' Compensation and Occupational Diseases Acts.

Section 4 - Other 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 eligible employees covered by this Agreement in accordance with applicable Board of Trustees policies and guidelines.

Section 5 - Employee Assistance Program

The parties indicate by this Agreement their mutual support of Employee Assistance Programs and to that end will encourage employees needing and/or desiring such services to contact the provider.

ARTICLE VIII WORKING RULES AND CONDITIONS

Section 1 - Notice of Changes

- A. The Employer recognizes the Union's interests 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.
- B. Bargaining unit employees will be trained in the proper operation and use of all grounds equipment that they are individually assigned to operate. The Employer will determine the appropriate level of training. The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them, and no such work shall be performed by any other person or be sublet or contracted out where such action causes layoff of employees in the unit. The Employer may, for operational needs, assign work similar to and/or overlapping work to other classifications, extra help, or student employees as long as such assignments do not cause a layoff of bargaining unit employees.
- C. The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices which will result in safe working conditions. The Union recognizes the responsibility of the employee to perform their job functions in accordance with recognized safe operational procedures and the attendant responsibility to promptly report all unsafe conditions and practices in their work area to Facilities Management supervisory personnel. The Union shall be entitled to one (1) bargaining unit representative on the Facilities Management Safety Committee. The Union shall notify the Director of Facilities Management of their selected representative. Should the meetings of the Committee occur during the working hours of the employee, actual time spent in the meeting shall be without loss of pay.

ARTICLE IX HOURS OF WORK AND OVERTIME

Section 1 - Shift Schedule

- A. The University shall determine shift schedules and scheduling requirements based upon the operational needs of the institution.
- B. The basic work schedule for all employees covered by this Agreement shall be thirty-seven and one-half (37 1/2) hours and five (5) consecutive working days of seven and one-half (7 1/2) consecutive hours each, with the exceptions hereinafter set forth. The seven and one-half (7 1/2) hours will be broken up by an unpaid lunch period of one-half (1/2) hour except by individual agreement by the employee concerned and the Employer. The seven and one-half (7 1/2) hours may be broken up by a paid fifteen (15) minute break during the first half of the employee's shift.
- C. Other than a schedule change, an employee shall work five (5) consecutive days with two (2) consecutive days off. The two (2) consecutive days off may be other than Saturday and Sunday. When implementing a schedule change, the University shall attempt to initiate schedules in a manner that will enable employees to receive their regular straight time pay for five (5) days during the week in which the change is made. Days off during schedule changes may not be consecutive.
- D. The basic shift schedule shall be: Monday through Friday 7:00 a.m. to 3:00 p.m. and/or Tuesday through Saturday 7:00 a.m. to 3:00 p.m. The parties agree that the employer may establish additional and/or alternate shift schedules pursuant to A above.

Section 2

At the Employer's discretion, employees may be permitted to clean-up or shower after completion of assigned tasks.

Section 3 - Overtime Assignments

Inasmuch as the Employer operates an educational institution, functioning in the public good and welfare, and services provided it by employees covered in this Collective Bargaining Agreement are essential to the operation of said institution, all employees through acceptance of this Collective Bargaining Agreement by their duly constituted Bargaining Agent, guarantee to perform reasonable amounts of overtime work whenever the Employer deems such work necessary.

Overtime, except in an emergency or when supervisory personnel are required, must be offered on as equal a basis as possible to employees in the department, provided that if a special skill and/or license is required, the Employer shall select the employee with the fewest number of hours on the overtime chart who possesses the special skill and/or license. Whether a special skill and/or license is required and which employees possess that special skill and/or license shall be at the Employer's discretion. The parties agree that the Employer will determine when supervisory personnel are required on an

overtime assignment and may assign overtime to supervisory personnel regardless of the hours on the overtime chart.

- A. A chart recording all overtime will be maintained and displayed for all employees to review at any time.
- B. A new employee shall be credited with the highest number of overtime hours.
- C. An employee may exempt himself from overtime. However, if the employee desires to return to the overtime list, he shall return at one (1) hour above the employee with the highest hours. Those employees who exempt themselves shall not return to the list for thirty (30) calendar days.
- D. Employees receiving overtime offerings shall be charged with the hours offered if refused. However, if an employee splits a shift and works he shall only be charged with the time worked.
- E. Employees off on leave (sick, personal, vacation, etc...) shall not be offered or charged with any overtime offerings.
- F. In the event that an employee works overtime and it runs into the employee's regular shift after working sixteen (16) consecutive hours the employee may opt to be released from work taking vacation, compensatory time, or time without pay, for the balance of his/her shift. For the sole purpose of computing overtime for the day, the employee's entire regular shift will be considered as time worked.

Section 4 - Overtime Payment/Compensatory Time

The Employee will determine whether overtime will be compensated as overtime pay or compensatory time at the applicable overtime rate, with the exceptions hereafter set forth. The Employer may designate certain overtime opportunities which will not qualify for compensatory time. The maximum compensatory time accrual for an employee shall be forty-five (45) hours. The use of accrued compensatory time by an employee is subject to supervisory approval.

Section 5 – Temporary Upgrade

When an employee in a lower classification is assigned and does perform work on a temporary basis in a higher classification for one (1) or more hours on a shift, the employee shall be upgraded and receive the rate of pay for the higher classification for the period of assignment. Employees must meet qualifications and have passed the exam in the higher classification in order to perform work and receive pay in such higher classification. Training opportunity assignments do not qualify as performing work in a higher classification. When an employee is assigned and does work on a temporary basis in a lower classification, the employee shall continue to receive their regular rate of pay.

ARTICLE X DISCIPLINE

Section 1 - Written Reprimand, Suspension and/or Discharge

Whenever an employee covered by this Collective Bargaining Agreement is given a written reprimand, suspension, or is discharged, written notice in accordance with the

Statutes and Rules of the State Universities Civil Service System of Illinois will be given him and, if requested by the employee, a copy of such notice will be sent to the Union's office.

ARTICLE XI SENIORITY

Section 1 - Seniority Roster

- A. The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Collective Bargaining 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 above mentioned fosters upon its request annually.
- C. Seniority shall be by classification and shall prevail in regard to layoffs, and choice of working shifts so far as operating needs of the department permit. However, any employee initiated shift movement shall not obligate the Employer to pay overtime when the new schedule is implemented.
- D. Vacation preference shall be by departmental seniority regardless of classification. Department seniority is the total service time in the individual departments covered by this Agreement.

Section 2 - Shift Bids

- A. Two shift bids shall be held each year, one in the spring semester and one in the fall semester, for the purpose of allowing unit employees to pick their individual shift schedule by classification. The Department Management shall determine the implementation date of each bid. The Department Management shall meet and discuss with the Union Spokesperson(s) the implementation date of each bid. Bid sheets shall be posted for bid at least thirty (30) calendar days before the bid becomes effective. The bid results will be posted at least ten (10) calendar days before the bid becomes effective. Shift is defined as meaning regular start/end time and scheduled days off. Seniority shall be used in the selection process. At the Employer's discretion, employees may be moved from the shift schedule they bid to a Monday through Friday 7:00 a.m. to 3 p.m. shift schedule and/or returned to the shift schedule they bid.
- B. Employee initiated shift movement due to a shift bid shall not obligate the Employer to pay overtime when initiating the new shift schedule.
- C. Once a vacancy is determined to be filled, the shift will be posted for bid within the classification in the individual department. Each shift will be filled by seniority and a new shift will be posted and bid until the least desired shift is left. The least senior in the classification shall assume the last available shift.

ARTICLE XII GRIEVANCE PROCEDURE

Section 1 - Informal Resolution

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any member covered under this Agreement and the Employer.

Section 2 - Definitions

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

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

Grievance - is an allegation by the grievant that any express provision or term of this Agreement or any of the written policies of the Employer expressly incorporated elsewhere in this Agreement has been violated by the Employer. A grievance shall be submitted as a written and signed statement setting forth all known facts material to the alleged violation including the specific contractual provision alleged to have been violated or in dispute.

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

Section 3 - Waivers

1. The dismissal of a probationary employee shall not be a grievable matter. The employer agrees to discuss the reasons for the dismissal of a probationary employee with a union representative in a timely manner.
2. An employee notified of a discharge action who wishes to challenge said action may elect either:
 - a) to follow the procedures for review specified in the Rules and Regulations of the State University Civil Service System, or
 - b) to file a grievance pursuant to the grievance procedure of this agreement.

If the employee elects to follow the procedures of the State University Civil Service System, such action shall effectively waive any rights which either the employee or the union might otherwise have to use the grievance procedure provided herein, with respect to the said discharge. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

Section 4 - Dialogue

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

Section 5 - Procedure

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

Step 2 - Should the grievance not be resolved in Step One (1) to the mutual satisfaction of the parties, the grievant may appeal the grievance to the Director of Human Resources within five (5) days in writing following receipt of the department head's response. The Director of Human Resources shall first review and investigate the grievance and the history of actions taken in Step One (1) and then personally discuss the issue with the grievant and the Union within ten (10) days of the receipt of the grievance. Every effort shall first be made to conciliate the matter. Should such conciliatory efforts not resolve the matter, the Director of Human Resources shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant and the Union within ten (10) days following the meeting with the Union.

Step 3 - Failing to reach agreement on any grievance through the procedures stipulated in Steps 1 and 2 of this Article, the Union may appeal the decision to arbitration within fifteen (15) days following receipt of the response under Step 2 above. The appeal shall be in writing and submitted with a copy of the grievance to the Director of Human Resources.

Section 6 - Arbitration

The Director of Human Resources and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Either party may reject one panel and the parties will submit a request for a new panel. The parties shall alternately strike the names 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.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the

Employer. The Employer shall not be obligated for payment of employees' travel expenses and/or time spent outside of the employees' normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

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

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

Section 7 - Advancement of Grievance

Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically advances the grievance to the next step of the grievance procedure, except arbitration. Failure of the grievant or the Union to advance a grievance during the time period specified by these procedures shall be construed that the grievance has been resolved to the satisfaction of the grievant. The time limit at any step may be extended by mutual agreement by the parties involved at that step.

ARTICLE XIII NO STRIKE

Section 1 - No Interruption of Service

The Union recognizes and agrees that the employees it represents will provide the Employer service on a continuous basis. The Union and its members hereby agree that during the term of this contract there will be no interruption of this service due to any strike, walkout, work stoppage, slow down, picketing, or other activity which interrupts services. No employee may refuse to report to work or refuse to work due to the existence of an informational picket line.

Section 2 - No Lock Out

The Employer hereby agrees that during the term of this contract there will be no lock out of its employees.

ARTICLE XIV MISCELLANEOUS

Section 1 - Shirts and/or Uniforms

Should the Employer provide shirts and/or uniforms, employees will be required to wear the shirts and/or uniforms during working hours as directed by the Employer. Any Employer provided shirts and/or uniforms shall be maintained by the employee and may not be worn during non-work hours except during the commute to and from work. At the discretion of the Employer, reasonable replacements of shirts and/or uniforms will be provided by the Employer.

Section 2 - Parking

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees established by the University. The University agrees that bargaining unit members will be subject to the same fees and regulations as other employees not covered by this agreement.

Section 3 - Designee

Any action or responsibility assigned to an official or representative of the Board, University, President, or the Union may be performed by a designee of such official or representative.

Section 4 - Boot Allowance

In the event the Employer requires bargaining unit members to wear boots, the Employer will provide a boot allowance of up to \$100 per bargaining unit member

Section 5 - Heavy Equipment Pay

Employees assigned to operate the backhoe, vertical lift of ten feet and above, and a wheeled loader (not including tractor with a loader) will receive an additional \$1.50 per

hour for all hours operating such equipment. This shall be paid upon ratification, not retro

ARTICLE XV LIMITATIONS OF AGREEMENT

Section 1 - Legal Limitations

- A. No provision or clause of this Collective Bargaining Agreement may supersede law or governmental order.
- B. Previous agreements and commitments by and between the parties contrary to and not made a part of the terms of this instrument are agreed to be null and void.

Section 2

No provision or clause of this Collective Bargaining Agreement may supersede or contradict any existing provision of Regulations of the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies promulgated by the Board of Trustees, all of which are made part of the Collective Bargaining Agreement.

ARTICLE XVI EFFECTIVE DATE OF AGREEMENT

Section 1 - Effective Date

This Collective Bargaining Agreement shall become effective July 1, 2023 and remain in effect through June 30, 2026. It shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

Section 2 - Changes or Amendments

Negotiations of proposed changes or amendments to this Collective Bargaining Agreement, specified in the notice required by Section 1, immediately above, and the respondent's reply thereto shall begin no later than thirty (30) days following notification of one party to the other that it seeks changes or amendments.

Section 3 - Status of Collective Bargaining Agreement During Negotiations

- 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 Collective Bargaining Agreement shall begin no later than thirty (30) days following notification of one party to the other that it seeks changes or amendments. Such negotiations shall continue with this Collective Bargaining Agreement remaining in full force and vigor until a new Agreement is reached or until this Collective Bargaining Agreement is abrogated by one party giving the other ten (10) working 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.

**ARTICLE XVII
ACCEPTANCE BY PARTIES**

We hereby state that the foregoing instrument consisting of pages numbered one (1) to twenty-two (22) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Dated this 29 day of November, 2023

Western Illinois University

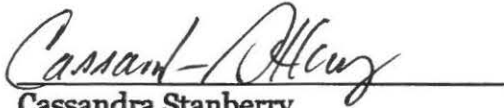
International Union of Operating
Engineers, AFL-CIO Local No. 399



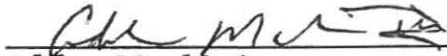
Dr. Guiyou Huang
President



Patrick J. Kelly
President & Business Manager



Cassandra Stanberry
Interim Executive Director of Human Resources



Adélmo Marchiori
Business Representative

ADDENDUM A BASIC HOURLY WAGES

The parties agree to the following percentage increase designated for each fiscal year of the collective bargaining agreement as follows:

FY24	3%
FY25	2%
FY26	2%

**This agreement may re-open for Wage Rates one time during the term of the contract based upon the findings of the University's Wage Survey upon the Union notifying the University in writing of its desire to modify wages

07/01/2023

Effective 07/01/2023, the wage scales for the various classifications shall be as follows:

	Basic Hourly Wages	Red Circle Rates
Assistant Grounds Gardner	\$20.40	-
Athletic Turf Specialist	\$21.97	\$23.26
Grounds Equipment Mechanic	\$22.54	-
Grounds Foreman	\$25.50	-
Grounds Gardner	\$21.34	-
Grounds Sub-Foreman	\$22.45	-
Grounds Worker	\$20.40	-
Tree Surgeon	\$22.45	-

