

COLLECTIVE BARGAINING AGREEMENT

Mechanical Maintenance/Heating Plant

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

2014 - 2019

COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN LOCAL 399,
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO, AND BOARD OF
TRUSTEES FOR WESTERN ILLINOIS UNIVERSITY

CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
ARTICLE I UNION RECOGNITION	1
ARTICLE II MANAGEMENT RIGHTS	2
ARTICLE III NON-DISCRIMINATION	3
ARTICLE IV DUES DEDUCTION AND FAIR SHARE	3
ARTICLE V WAGES	6
ARTICLE VI BENEFITS	9
ARTICLE VII HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY	11
ARTICLE VIII WORKING RULES AND CONDITIONS	13
ARTICLE IX HOURS OF WORK AND OVERTIME	15
ARTICLE X BUILDING HEAT/FROST INSULATOR	19
ARTICLE XI DISCIPLINE	20
ARTICLE XII SENIORITY	20
ARTICLE XIII PROMOTION/TRANSFERS	22
ARTICLE XIV GRIEVANCE PROCEDURE	23
ARTICLE XV NO STRIKE	27
ARTICLE XVI LIMITATIONS OF AGREEMENT	28
ARTICLE XVII EFFECTIVE DATE OF AGREEMENT	28
ARTICLE XVIII ACCEPTANCE BY PARTIES	29
ADDENDUM A BASIC HOURLY WAGES	31

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:

- Steam and Power Plant IV
- Steam and Power Plant III
- Steam and Power Plant II
- Steam and Power Plant I
- Building Operating Engineer
- Water Station Operator
- Central Systems Control Operator
- Maintenance Worker
- Building Heat/Frost Insulator

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

A limit of two (2) Union spokespersons shall be granted credit hours for each hour or major fraction thereof but not to exceed eight (8) hours per day spent in negotiations.

Such hours shall be honored by allowing released time off with pay during the shift assignment scheduled preceding or following the close of negotiations on any given day.

An employee scheduled to work during the time negotiations are scheduled shall be allowed time off from work with pay for all time spent in negotiations.

The Employer shall approve payment of wages to Union representatives for time spent in negotiations between the parties to this Collective Bargaining Agreement, during the employee's regular work shift.

Section 4. 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.

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, veteran status, political affiliation or union affiliation.

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 AND FAIR SHARE

Section 1.

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

A. Union membership dues or assessments; Section

2.

Pursuant to Section (11) of Public Act 83-1014 the parties agree that effective on the date the Board of Trustees ratifies this agreement, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the Agreement. However, if the Union has requested

an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

Section 3.

In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Local 399, International Union of Operating Engineers by the State Comptroller or other authorized wage paying authority on a regular basis at the address designated, in writing, by the Union. The Union shall advise the Employer and the employees in the bargaining unit of any changes in dues or the fair share fee, in accordance with the Illinois Educational Labor Relations Act, in writing, at least thirty (30) days prior to its effective date.

Section 4.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and costs, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer 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., August 1, 2014 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 eight (8) hours work during any one day.
- B. For the first through the third year of this agreement, the wage scales for the various classifications at the University shall be as defined in Addendum A of this Agreement. For the fourth and fifth year of this agreement, the parties agree to wage increases effective August 1 of each year (8-1-17 and 8-1-18). The percentage available for these wage increases shall be the percentage given as across-the-board to non-represented civil service employees for the fiscal year in which the effective date occurs. These wage increases shall be implemented as a percent across-the-board adjustment in base wages.

Section 4. Wages (Overtime)

Time worked by the employees covered in this Collective Bargaining 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.

Work in excess of forty (40) 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 work less than forty (40) hours in any work week shall be paid at the rate of time and one-half for all work performed in excess of eight (8) hours in any one day.

Employees who are required to work in 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 shall have a minimum guarantee of four (4) 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. 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. Wages (Holiday)

Work performed for the Employer by the employees covered herein during any of the eleven (11) holidays recognized elsewhere herein shall be compensated at two (2) times their basic straight time hourly rates, this being additional to payment to them of eight (8) hours

basic straight time hourly rates for holidays enumerated in ARTICLE VI of this Collective Bargaining Agreement.

Section 7. 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 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 overtime rate until expiration of the forty-eight (48) hour posting period.

Section 8. Shift Differential

- A. Employees who are regularly scheduled and do work half or more of their hours on the afternoon or evening shift shall receive a seventy cent (\$.70) per hour shift differential.
- B. Shift differentials as defined in paragraph A. immediately above shall be added to the basic hourly wage for the purpose of overtime or holiday pay calculations.
- C. Employees who are regularly scheduled on the afternoon or evening shift shall receive their shift differential as part of their base for the computation of overtime for all overtime that is a continuation of their regular shift. A continuation of a shift is defined as overtime hours that occur directly prior to the shift or directly after the conclusion of a shift. Overtime hours that occur during the day shift that is not a continuation of the Employee's regular shift shall not have the shift differential as a part of the base for the computation of overtime.

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.

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.

Section 2.

A. Bargaining unit employees shall observe holidays on the actual calendar date of the holiday, including the days before Christmas and New Year's Day.

B. Holidays for employees in the bargaining unit shall be as shown below:

Labor Day (First Monday in September)

Day after Thanksgiving
Thanksgiving Day
Day before Christmas
Christmas Day
Day before New Year's Day
New Year's Day
Martin Luther King day (3rd Monday in January)
Lincoln's Birthday (February 12)
Memorial Day (Last Monday in May)
Independence Day

- C. The employer will compensate bargaining unit employees for eight (8) hours at the basic straight time hourly rate for such days whether or not work is performed for the Employer on the holiday. Such holiday pay as prescribed shall constitute time worked for the purpose of computing overtime with the exception of the employee who receives pay for a holiday falling on one of his regularly scheduled days off within the work week.
- D. Physical Plant employees shall observe holidays in the following manner:
1. The rotation shall be followed for working the holiday.
 2. 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 off. The in-lieu of day for bargaining unit employees who are regularly scheduled to work Monday through Friday shall be the day observed as the holiday as designated by the university in accordance with the Board of Trustees Regulations. Management will designate the in-lieu of days on the schedule.
 3. An in-lieu of day is defined as a day off with pay "in lieu" of the holiday.
 4. An employee scheduled to work on any of the holidays outlined in this Agreement may request not to work. The Employer shall then offer the holiday

work according to the merged seniority list of the classifications Building Operating Engineer, Steam and Power Plant III, and Steam and Power Plant IV with the assignment being on a rotating seniority basis. In the event no one accepts the offering then the regularly scheduled employee must cover the shift. In the event that no one accepts the offering then no one will be charged with the hours offered.

E. Heating Plant employees shall observe holidays in the following manner:

1. If the holiday falls on a scheduled day off, holiday pay will be paid.
2. An employee scheduled to work on any of the holidays outlined in this Agreement may opt not to work. The Employer shall offer the holiday work to the scheduled shift classification first, then to the non-scheduled shift classification, then by classification according to the overtime chart, and then other classifications according to the overtime chart. If no one accepts the offering then the regularly scheduled employee must cover the shift. In the event that no one accepts the offering then no one will be charged with the hours offered.

F. The Central Control Panel Operator will follow the Physical Plant Schedule.

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 Board and the Union agree to the implementation of an Employee Assistance Program. The Employee Assistance Program shall continue until such time as the Board terminates its Agreement with the provider. The initial cost of the program shall be borne by the Employer. Such cost shall include diagnostic and referral services provided in accordance with the contract with the Board.

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 will invite the Union to submit its views and comments on Regulations, prior to changes which the Employer initiates or processes and will consider such views and comments in formulating the Employer's decision.
- B. Members of this bargaining unit shall operate, maintain, and repair all machinery and equipment, including new equipment and technologies as introduced, for which they are responsible as stated in the appropriate Civil Service Classification. The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them; and all work of this bargaining unit, traditionally and historically done by its members, shall be performed by workers in the unit, 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.

Workers under the designated supervisor shall receive their orders from him 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 and/or alteration to be made in the equipment under the jurisdiction of the Engineers.

- C. The Employer recognizes its responsibility to make all reasonable provisions for the safety and health of the workers and to maintain a sound operating practice which will result in safe working conditions and efficiency of operations, and to accomplish this, 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 to follow safe work practices to insure safety of property and self as well as that of other employees and students. Any unsafe working conditions or work practices are to be immediately reported to the appropriate supervisor.
- Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated. If the matter is not resolved, the Union Business Representative may take it up directly with the Director of the Physical Plant. In the event the matter is not resolved with the Director of the Physical Plant the issue may be grieved at Step 2 of the grievance procedure.
- D. In the event the University establishes a heating plant safety committee the union will be immediately informed. The committee will be made up of no more than two (2) persons representing the Union and two (2) persons representing the University. The committee will be limited to reviewing and discussing safety and safety related items such as training which will enhance the safe operation of the Plant. At no time shall the committee engage in discussions over issues subject to collective bargaining. The committee may make non-binding recommendations to the Director of the Physical Plant for consideration.
- E. 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.

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 work day is a fixed regularly recurring period of twenty-four (24) consecutive hours and begins at 11:00 p.m. each calendar day.
- C. The work week is a fixed and regularly recurring period of seven (7) consecutive, twenty-four (24) hour periods beginning at 11:00 p.m. Sunday and ending at 10:59 p.m. the following Sunday.
- D. Each work week shall consist of five (5) consecutive work days containing eight (8) consecutive hours of work per day.
- E. Employees shall receive a paid thirty (30) minute meal period during each work day. The meal period shall be scheduled approximate to the midpoint of the work day, operations permitting. Employees shall be required to remain at the worksite during the meal period.
- F. Each of the three shifts shall have the following starting and ending times:

First Shift 11:00 p.m. to 7:00 a.m.
 12:00 a.m. to 8:00 a.m.

Second Shift 7:00 a.m. to 3:00 p.m. 8:00
 a.m. to 4:00 p.m.

Third Shift 3:00 p.m. to 11:00 p.m.

4:00 p.m. to 12:00 a.m.

Section 2.

- A. It is mutually agreed that wash-up time shall be provided to employees prior to lunch time and prior to the end of the shift. This wash-up time will not exceed ten (10) minutes before lunch and the end of the shift.
- B. Employees may request permission to shower after completion of assigned tasks. Supervisory personnel shall approve and deny this request based on its operational needs.

Section 3.

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. 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 paid classification, the employee shall continue to receive their regular rate of pay.

Section 4. 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, must be offered on as equal a basis as possible by classification, provided that if a special skill is required, the Employer shall select the

employee with the fewest number of hours on the overtime chart who possesses the special skill.

- A. A chart recording all overtime will be maintained and displayed for all employees to review at any time.
- B. A new employee in the classification shall be credited with the highest number of overtime hours of those in the class.
- 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 in the classification. 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. When an upgrade or downgrade has occurred, overtime must be offered within the regular employees of that classification first according to the overtime chart before it can be offered to the employee on upgrade or downgrade. If an employee on upgrade or downgrade is offered overtime he will be charged with those overtime hours regardless of his classification.

Section 5.

The University will make available training opportunities to the extent possible for employees to promote within a promotional line. Any training shall be available to the

employees within a promotional line on a time available basis. The employee shall receive their regular rate of compensation while being provided this training during the employee's regular work hours.

Section 6.

In the event a layoff of bargaining unit employees occurs, the University will make an effort to relocate any employees subject to layoff to other vacant and available positions for which they are qualified.

Section 7.

- A. The Employer agrees to schedule and attempt to maintain a minimum of two (2) bargaining unit employees on each shift in the Heating Plant.
- B. The Employer agrees to schedule a minimum of one (1) bargaining unit employee outside the Heating Plant for campus operations on each established shift. The Employer is not required to provide overtime in the event a scheduled employee is absent from work.

Section 8.

During the Heating Plant shut down period, one or more employees on the first and third shift may be assigned to work the “day” shift at the Employer's discretion. Should not all the employees on a particular shift be moved to the “day” shift, employee preference by seniority shall determine which employees are assigned.

ARTICLE X BUILDING HEAT/FROST INSULATOR

Employees in the prevailing rate classification of Building Heat/Frost Insulator shall be subject to the terms and conditions of this Collective Bargaining Agreement with the following exceptions. These exceptions shall only apply to employees in the classification of Building Heat/Frost Insulator and shall supersede the terms and conditions listed elsewhere in this Collective Bargaining Agreement.

Section 1. Hours

All references to eight (8) hours and forty (40) hours shall be interpreted to be seven and one-half (7 ½) hours and thirty-seven and one-half (37 ½) hours, respectively.

Section 2. Meal Period

The thirty (30) minute meal period during each work day shall be unpaid.

Section 3. Rest Period

Employees shall receive one (1) fifteen (15) minute rest period during their shift.

Section 4. Call-Back/Call-In

The call-back/call-in minimum guarantee shall be two (2) hours.

Section 5. Wages

The employees shall not be subject to the language that establishes basic straight time hourly wages including, but not limited to, wage scales, wage increases, and effective dates of wages.

The negotiated hourly wage rate for the classification, pursuant to the requirements of 110 ILCS 70/36b et seq. (State Universities Civil Service System Act), shall be the prevailing wage certified to the Employer by the Illinois Department of Labor for McDonough County.

Section 6. Shift Differential

The shift differential shall be one dollar (\$1.00) per hour and shall be payable under the terms and conditions outlined in the Collective Bargaining Agreement.

ARTICLE XI 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 XII 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 rosters 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.

E. For Steam and Power Plant III vacancies, seniority for a Steam and Power Plant III shall be defined as an employee's total seniority as a Steam and Power Plant II, which includes seniority earned as a Steam and Power Plant III.

Section 2. Shift Bid

- A. There will normally be three (3) specified bids per year covering classifications, days off, and hours of work in both the Physical Plant and Heating Plant. Employees shall be allowed to bid for shift in May, July, and December. 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, in the calendar month following the bid months listed above. At least thirty (30) calendar days before the effective date of a bid, the bid sheet for the Physical Plant shall be given to a Union spokesperson for the Physical Plant and the bid sheet for the Heating Plant shall be given to a Union spokesperson for the Heating Plant. At least fifteen (15) calendar days before the effective date of the bid, the Union spokespersons shall return the completed bid sheet for their respective department to the Director of Facilities Management or designee(s). The Union will designate the spokespersons. The effective date for any bid may be modified by mutual agreement between both parties.
- 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 new employee to the classification shall assume the last available shift.

ARTICLE XIII PROMOTION/TRANSFERS

Section 1.

- A. 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.
- B. Seniority shall be the determining factor, unless a less senior employee has identifiable skills and/or education, and/or experience in excess of the senior employee(s) and is eligible.
- C. In the event of a disagreement between the Union and Employer in the evaluation of "identifiable skills", the Employer will discuss the decision with the Union.
- D. If the matter is not resolved following discussion between the Employer and the Union, the matter will be submitted to grievance and arbitration in accordance with this Agreement.
- E. At the end of the twelve (12) month training period, employees in the promotional line of Steam and Power Plant I shall be offered an opportunity to write a Civil Service examination for the Steam and Power Plant II classification. If the employee(s) satisfactorily passes the examination, the employee will, by seniority, be appointed as Steam and Power Plant II as vacancies occur.

ARTICLE XIV 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, Ch. VI, 250.110 (e) (1) through (7) 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 XV 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 XVI 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 XVII EFFECTIVE DATE OF AGREEMENT

Section 1. Effective Date

This Collective Bargaining Agreement shall become effective at the opening of business on August 1, 2014 and remain in effect through July 31, 2019. 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 not 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 not 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 XVIII ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one (1) through thirty (30) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Jack Thomas, President
Western Illinois University

Brian Hickey
Business Manager/President
Local No. 399, I.U.O.E.

Pamela L. Bowman, Director
Human Resources
Western Illinois University

Rusty Thompson
Business Representative
Local No. 399, I.U.O.E.

ADDENDUM A

BASIC HOURLY WAGES

The wage scales for the various classifications shall be as follows:

	<u>Basic Hourly Wages</u>		
	Effective <u>8/1/14</u>	Effective <u>8/1/15</u>	Effective <u>8/1/16</u>
Steam and Power Plant IV	\$37.49	\$38.24	\$38.62
Steam and Power Plant III	35.75	36.47	36.83
Water Station Operator	35.75	36.47	36.83
Building Operating Engineer	35.75	36.47	36.83
Steam and Power Plant II	32.44	33.09	33.42
Central System Control Operator	29.46	30.05	30.35
Maintenance Worker	27.50	28.05	28.33
 <u>Steam and Power Plant I</u>			
First Six Months	\$19.41	\$19.80	\$20.00
Second Six Months	23.18	23.64	23.88
After Twelve Months	27.50	28.05	28.33

(Represents a 2%, 2%, and 1% increase in the unit's base wages, respectively.)

Building Heat/Frost Insulator – prevailing wage (see ARTICLE X BUILDING
HEAT/FROST INSULATOR Section 5. Wages)

