

Agreement

by and between

The Board of Trustees of Illinois State University

and

AFSCME Council 31, AFL-CIO,

for and on behalf of Local 1110

July 1, 2021 through June 30, 2025

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Preamble

This Agreement, made and entered into on the date hereinafter set forth, by and between the Board of Trustees for and in behalf of Illinois State University at Normal, Illinois, hereinafter called Employer, and AFSCME Council 31, AFL-CIO, for and in behalf of Local 1110, hereinafter referred to as the Union with its purpose being the promotion of harmonious relations between the Employer and the Union and the establishment of a peaceful procedure for the resolution of differences. Witnesseth:

Article 1: Recognition and Authorization

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms and conditions of employment for the bargaining unit consisting of the following position classifications:

Athletic Turf Specialist	Greens Worker
Automotive Technician	Grounds Equipment Mechanic
Building Service Worker (BSW)	Grounds Gardener
Culinary Worker II [Bakery Assistant]	Grounds Worker
Culinary Worker III [Bakery Associate]	Laundry Worker
Culinary Worker IV [Bakery Specialist]	Locker Room Attendant
Culinary Worker II [Culinary Assistant]	Maintenance Worker
Culinary Worker III [Culinary Associate]	Nursery Worker
Culinary Worker IV [Culinary Specialist]	Tree Surgeon
Culinary Worker V [Culinary Supervisor]	#Building Service Worker (BSW) Intern
Dining Room Supervisor	#Culinary Worker II Intern [Culinary Assistant Intern]
Dishroom Supervisor [Food Service Sanitation Supervisor]	#Culinary Worker III Intern [Culinary Associate Intern]
Equipment Service Worker	#Food Court/Snack Bar Attendant Intern
Food Service Sanitation Laborer	#Grounds Worker Intern
Food Service Stores Laborer	# denotes nonstatus positions
Food Court/Snack Bar Attendant [Retail Dining Associate]	[Working Titles]

In the event that the Union seeks to add to the bargaining unit a position classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the position classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional position classifications in the bargaining unit is solely within the jurisdiction of the Illinois Educational Labor Relations Board.

The parties agree that the change in title of a position classification in the bargaining unit shall not remove the position classification from the bargaining unit as long as the type of work performed by the position remains the same.

This Agreement is authorized by the Illinois Educational Labor Relations Act (originally Il. Rev. Stat., Ch. 48, Par. 1701 et seq. and subsequently 115 ILCS 5/1 et seq. and 110 ILCS 70/36d.)

Article 2: Limitations

Section 2.01: Applicable Laws, Policies, and Guidelines

This Agreement is subject to:

- (1) Applicable Federal and State laws as such laws may become amended from time to time;
- (2) Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
- (3) Board of Trustees Governing Policy, By-Laws and Regulations, as such may be amended from time to time, except as expressly provided for in this Agreement;
- (4) Policies, procedures, and provisions of employment as established by the University, as such may be amended from time to time, except as expressly provided for in this Agreement.

Section 2.02: Changes in Applicable Laws, Policies and Guidelines

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, Executive Order, or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, order or decision and all other provisions of this Agreement shall continue in full force and effect.

Article 3: Management Rights

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include, but are not limited to, the following:

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct 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;

- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;
- set standards for services to the public;
- determine the locations, methods, means, and personnel by which 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;
- establish reasonable standards of dress for work attire.

It is the Employer's intent to abide by the provisions of the collective bargaining Agreement.

Management retains all of its rights with respect to the inclusion of the Culinary Associate Intern, Building Service Worker Intern, Culinary Assistant Intern, Food Court/Snack Bar Attendant Intern, and Grounds Worker Intern nonstatus titles in the bargaining unit. Specifically, the Employer retains the sole right to decide when to employ individuals in these nonstatus titles, establish the selection criteria for employment, and determine the design of the program within the guidelines set forth by the State Universities Civil Service System Statute and Rules.

Article 4: Union Deductions

Section 4.01: Dues and Other Related Union Deductions

Upon receiving written notice of authorization from the Union, the Employer agrees to deduct Union dues, assessments, P.E.O.P.L.E. deductions, and Union sponsored benefit program contributions from the pay of those employees who are Union members covered by this Agreement, in accordance with applicable law. Any changes to such payroll deductions shall be made in accordance with applicable law (which currently provides, in part, that employee requests to change Union deductions shall be directed to the Union, and that authorized Union deductions shall remain in effect until the Employer receives notice from the Union that an employee has revoked his/her authorization in accordance with the terms of the authorization or until the employee is no longer employed in a position represented by the same Union). The Union shall certify the current amount of Union deductions.

Section 4.02: Remittance of Dues and Other Related Union Deductions

The amount of the above employee deductions shall be remitted to AFSCME Council 31 in accordance with applicable law. The Employer will provide a deduction register to the Union, listing the employees from whose pay the above deductions have been made during that pay period. For each employee, this deduction register will include the name, University identification number, type of deduction(s), and amount of each

individual deduction taken. These deduction registers will be provided electronically in a manner determined by the Employer to be secure.

Section 4.03: Indemnification

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any damages and reasonable costs incurred from all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions or in reliance on any list, notice, certification, affidavit or assignment provided by the Union.

Article 5: Jurisdiction

In case of jurisdictional disputes arising between representatives of this Union and those of other Unions, it is agreed that such differences shall be settled between the Employer and Unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been an agreement on the part of the Employer and the Unions concerned and that such change is in accordance with their mutual consent. If a question arises over an assignment of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting the matter to final decision. The work shall be continued as originally assigned, pending an agreement between the Unions concerned and the Employer. In the event the Employer notifies the Union that a question of jurisdiction exists and the Union does not make an immediate effort to defend its jurisdiction, it shall be considered by the Employer a waiver of jurisdictional rights.

Article 6: No Strike - No Lockout

Section 6.01: No Strike

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 6.02: No Lockout

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

Article 7: Discipline and Discharge

Section 7.01: Discipline

The Employer subscribes to the tenets of progressive and corrective discipline and shall only discipline employees for just cause. Discipline will only be issued by an employee who is outside of the bargaining unit unless performing discipline related tasks is part of the employee's job description. Discipline shall be limited to the following:

1. Letter of Verbal Support (formerly Oral warning)
2. Performance Improvement Discussion (formerly Written reprimand)
3. Commitment Discussion (formerly 1-3 working day suspension)
4. Written Reinforcement (formerly 4-14 working day suspension)
5. Ultimate Decision Leave – One (1) day paid suspension (formerly 15+ working day suspension)
6. Discharge

The parties recognize that coaching/counseling can be an effective method in reducing incidents of discipline and correcting behavior and is not considered a disciplinary action.

Any employee covered by this Agreement shall have the right to Union representation at any investigatory meeting which may result in the application of discipline or at any disciplinary hearing. The Union and the employee shall be given advance notice prior to the commencement of any such meeting; however, a Letter of Verbal Support (formerly oral warning) may be issued on the same shift that notice is provided. The minimum advance notice requirement is twenty-four (24) hours prior to the meeting; however, the University will attempt to provide between twenty-four (24) and seventy-two (72) hours advance notice. Unless the advance notice is less than twenty-four (24) hours, this section is not grievable under the parties' Agreement. Disciplinary meetings for misconduct which the Employer decides requires immediate action shall be held as soon as practical and only oral notice will be given in such cases.

Section 7.02: Discipline Notification

Disciplinary action shall be issued in a timely fashion. Whenever an employee is given a written record of discipline or is discharged, notice of such action shall be given to the Union. Management will not discipline employees in the presence of other employees, the public, students, faculty or other staff, nor will Management release information to the mass media while a matter is under investigation or is the subject of an active grievance.

If it is determined after a pre-disciplinary meeting and any follow up investigation that no discipline will be issued as a result of the meeting, a letter will be sent to the employee, the department and the Union. If the decision and issuing of the letter will take more than ten (10) working days from the date of the pre-disciplinary meeting, the University will notify the Union of the delay by email.

Section 7.03: Discipline of Probationary Employees

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

It is clearly understood that discipline and/or dismissal of bargaining unit employees during their Intern or probationary period is determined solely by the Employer and not subject to the grievance procedure. Union representation is all that is afforded in these discipline/dismissal procedures.

The Employer will notify the local president, by phone (using voicemail, if the local president does not answer) and a follow-up email, of the date, time, and location of probationary employee dismissal meetings as early as reasonably possible after the date, time, and location of the meeting has been established.

Section 7.04: Grieving of Discipline

Discipline issued by Human Resources shall be initiated at Step 3 of the grievance procedure.

Section 7.05: Notification of Discharge

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board in accordance with the statute. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner diminish the Employer's or the employee's rights under the State Universities Civil Service System. A grievance may be filed directly at Step 3 but must be submitted prior to or during the reconciliation meeting so that one meeting serves as a grievance hearing and a reconciliation meeting.

State Universities Civil Service System procedures shall not commence until a grievance filed on the basis of intent to discharge has been responded to at Step 3. In the Step 3 response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee notified of commencement of State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

- 1) Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110 (f)(1) through (7).
- 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 waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

Article 8: Grievance Procedure

Section 8.01: Definition

A grievance is a dispute or difference between the parties with respect to the application, administration, interpretation or meaning of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees or the Union.

Section 8.02: Union Grievances

A grievance filed by the Union shall be initiated in writing at Step 2 of this procedure within ten (10) workdays after the Union knows or should have known of the condition causing the grievance to be filed. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

Section 8.03: Time Limits

Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the Employer to respond to the grievant or Union within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the designated Union representative(s) and Management.

Section 8.04: Employee Representation

An employee or group of employees may at any time present Step 1 grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.

Section 8.05: Steps Within Procedure

Grievances may be withdrawn by the Union at any step without prejudice or precedent.

STEP 1: Within ten (10) working days after the first occurrence, or within ten (10) 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

immediate supervisor. The immediate supervisor shall provide an oral response within ten (10) workdays after such presentation.

STEP 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant, Union representative, and the immediate supervisor. The written grievance shall contain a complete and specific statement of the facts of the grievable act, the provision or provisions of this Agreement at issue, and the relief requested. Improper grievance form, incorrect date, or incorrect Article or Section citation shall not bar the grievance. The written grievance shall be submitted to the department head or designee within ten (10) workdays after the Step 1 oral response. The department head or designee shall meet within ten (10) workdays with the grievant and representative in an attempt to resolve the grievance. The department head or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

Written grievance responses at Step 2 of the process shall be provided in electronic format to the steward handling the grievance and the Local President. A paper copy will be provided upon request.

STEP 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Director, Labor Relations or designee within ten (10) workdays after the Step 2 response. The Director, Labor Relations or designee shall initiate scheduling a meeting no later than fifteen (15) working days after submission to Step 3. The Director, Labor Relations (or designee), the grievant and Union representative will meet at a mutually agreeable time. The Director, Labor Relations or designee shall issue a written response to the grievance within fifteen (15) workdays following the meeting.

Section 8.06: Other Provisions

The Employer shall notify the Local 1110 President, in writing, of the designated representative of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify in writing to the Employer the names of the stewards in each area, the Chief Steward, and the Local 1110 Grievance Committee.

If the grievance is one from an individual employee, the grievant and one (1) Union representative shall be given paid time off (as necessary) to investigate and process the grievance. In all other cases, an additional employee shall be allowed time off for purposes of representation.

If the grievance is one from a group of employees or a class action grievance, two (2) of the grievants representing the class or group along with the Grievance Committee (maximum of four (4) individuals) shall be given paid time off for meeting, as necessary, in the processing of the grievance.

In addition to the Union representative(s) mentioned in this Section, the Local 1110 President or designee may attend grievance meetings and be given time off for such

meetings. The Local 1110 President or designee may be given release time to attend Step 3 grievance meetings.

Section 8.07: Information

The Union or Employer may request documents, information, or witness names that are reasonably available and relevant to the grievance under consideration from designated representatives of the Employer or Union. Such requests shall not be unreasonably denied, and when granted, shall be in accordance with applicable laws and rules. For the purpose of this section "Union" shall include Staff Representative or Steward and "Employer" shall include Director or Assistant Director of Labor Relations.

Article 9: Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Director, Labor Relations or designee for arbitration within ten (10) workdays after receipt of the Step 3 response.

Within one-hundred twenty (120) days from the date of presentation of the grievance to arbitration, the parties shall:

- Obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration Association, or other mutually acceptable source and
- Meet in person or by telephone and alternately strike names, until a single name remains. The cost of services of the arbitrator, court reporter, transcripts, and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses and/or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and By-Laws, University Rules and Policy, laws of the United States and the State of Illinois and Rules and Regulations of administrative agencies are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a period earlier than five (5) days prior to the Step 1 grievance filing date. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.

The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the Agreement to the facts of the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this Section, the decision of the arbitrator shall be binding on the parties.

Article 10: Seniority

Section 10.01: Seniority Determination

Seniority shall be by classification based upon the length of service from the first date of employment in the classification. Layoffs and rehiring shall be conducted on the basis of seniority. An employees' regular working schedule will be used in determining which employees will be offered work on holidays, but Management reserves the right to determine actual work hours on the holiday. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment. There are circumstances under which seniority is not accrued. For details, please reference the State Universities Civil Service Procedures manual regarding service and seniority.

Employees will not accrue seniority while in an Intern status, except that they will be placed on appropriate overtime lists upon assignment to a position. Employees in an Intern status shall have no bid rights and may be assigned positions at the discretion of the Employer.

Section 10.02: Use of Seniority

Seniority shall prevail in each classification in regard to layoffs, vacation periods, hours of work, days off, and work area. The Employer accepts the principle that whenever vacancies occur in a particular work location within a classification, the choice to fill such vacancies shall be given based on seniority.

Any proposed deviation from this principle shall be submitted to the Director, Labor Relations and the President of Local No. 1110 together with the reasons therefore. The reasons for deviations may be subject to grievance and arbitration procedures.

Prior to filing a grievance, the Director, Labor Relations or designated representative and the Local Union No. 1110 President and Steward shall make every effort to resolve the question without resorting to the grievance procedure.

Regarding the Bakery Assistants, Associates, and Specialists, seniority shall only prevail in regard to layoffs and overtime (See Section 10.05: Bakery Specialized Skill Set Clause).

Section 10.03: Promotional Decisions

Promotional decisions shall not be subject to the grievance or arbitration procedures of this Agreement, but the Employer will consent to discuss the facts of such selection if so requested by the Union.

Section 10.04: Seniority Lists

Seniority lists in the collective bargaining classifications covered by this Agreement shall be revised annually as of January 1st by the Employer and a copy shall be furnished to the Union. Seniority shall be expressed in years, months, and days for employees in each classification.

Section 10.05: Bakery Specialized Skill Set Clause

Since Bakery Assistants, Associates, and Specialists have unique skill sets and may have differing levels of ability regarding job tasks, Management will maintain discretion for setting work hours, days off, work area, assigning overtime, and approving vacation requests. Scheduling changes will be made at least one week in advance and for a period of no less than one week at a time. Once an alternate schedule is in place, it will be considered the employees regular schedule for that day or week.

Section 10.06: Food Court/Snack Bar Attendant Assignment of Work

Management maintains the right to assign employees to meet immediate operational needs.

Article 11: Bid Procedure

Section 11.01: Bids

- A. **Event Management, Dining and Hospitality Classifications:** For the classifications of Culinary Assistant, Bakery Assistant, Culinary Associate, Bakery Associate, Culinary Specialist, Bakery Specialist, Culinary Supervisor, Food Service Sanitation Laborer, Food Service Stores Laborer, Dining Room Supervisor and Dishroom Supervisor, all full-time status positions for status employees shall be subject to a bid for hours of work, days off, and building for the fall semester. Vacancy bid(s) will be conducted as needed throughout the academic year. Part-time employees shall not be allowed bid opportunities.

When flex position schedules change, the employee will be provided notice as soon as possible, but no less than a three (3) calendar day notice.

Summer Period:

For the summer period Management shall determine the number of positions needed in each classification and the duration of the work assignments, and shall coordinate any necessary bid. The work available shall be offered based

on seniority irrespective of employment status. Employees will bid by seniority for their days off and hours of work. Management will determine job assignments and locations, providing as much advance notice as possible. Prior to the bid, any changes in summer schedules will be announced. As summer business dictates, positions will be offered to laid-off employees on a seniority basis by classification for those areas needing additional employees.

B. **Building Service Worker Classification:** For the classification of Building Service Worker, all status positions for status employee work assignments will be subject to bid prior to the fall semester and again prior to the summer period.¹ However, the six (6) positions on the first and second shifts at Bone Student Center, three (3) positions in Health Service, three (3) positions in Special Services, five (5) positions in the Science Lab Building, and one (1) first shift position in Metcalf will be open for bid only at the fall bid meeting. The successful bidder for these positions will remain in the position as specified above, unless they notify Campus Services in writing with a copy to the Union prior to any additional bid meeting. The subsequent availability of these positions for bid shall then be announced as soon as possible but in any event no later than the beginning of the bid meeting. The Employer shall also conduct a special bid meeting in December prior to Spring semester for the purpose of allowing interested bargaining unit employees the opportunity to bid on jobs which have become vacant since the fall bid meeting due to employee separation from services. The Employer will inform Building Service Workers as to the date and time of the special bid meeting and those Building Service Workers who wish to bid shall be allowed to attend the meeting. Open positions shall be bid until there are no bidders. Management shall have the right to assign vacancies not filled in this process to non-status employees. For Building Service Workers in residence halls, the bid shall be for hours of work, days off, building, and floor. For all other Building Service Workers, bid notices for work assignments may be of the following types:

- (1) Hours of work, days off, building, and floor(s).
- (2) Hours of work, days off, and building(s).
- (3) Hours of work, days off, and area.
- (4) Hours of work, days off, and crew (may be by building(s) or area²).
- (5) Hours of work may be variable. Days off may be variable. Work locations and assignments may be variable (flex or relief).

It is understood and agreed that all work assignments (bid positions) are subject to temporary changes based on the operational needs of the Employer.

¹In order to maintain flexibility and continuity, all work assignments in the residence halls during the summer months are subject to change, based on the operational needs of the Employer.

²Work assignments may or may not be further bid on, based on seniority within the building or crew, depending on the operational needs of the Employer. Some examples are Special Services, Milner Library, Bone Student Center, etc.

The Special Services Crew will also receive the differential while picking up trash on the trash route.

- C. For employees bidding for a flex (or relief) position, the hours of work and days off shall remain constant within any work week. However, hours and days off may be changed from week to week.
- D. If a status employee's position is abolished, there shall be a bid meeting held in accordance with this section.
 - (1) The affected employee's position and all positions of employees with lesser seniority shall be declared vacant and subject to bid by all employees in accordance with their classification seniority. All vacancies created as a result of bidding shall be bid at the same meeting.
 - (2) The bid notice shall describe in the customary manner all vacant positions to be bid. The supervisor shall inform each employee in the classification fourteen (14) calendar days prior to the bid meeting.
 - (3) This procedure is applicable to conditions expressly described in this section only.
- E. **Locker Room Attendant Classification:** Locker Room Attendants shall have vacancy bids only.
- F. **Grounds Workers Classification:** Grounds Workers shall be allowed to exercise their seniority once per year, during the spring semester, for work location and days off.

Following this annual Grounds Workers bid for work location and days off, the Grounds Workers, Grounds Gardeners, Nursery Workers, and Tree Surgeons will annually be permitted to bid snow equipment. The order of this bid will be determined on the basis of the consecutive time each employee has spent on the snow removal crew (most to least).

- G. Whenever a vacancy occurs in any existing classification, the Employer shall inform the Union and each status employee in the classification three working days prior to the bid meeting in which the vacancy is to be filled. The notice of vacancy shall be dated and contain hours of work, days off, and work location of the vacancy and shall specify when and where the bid meeting will be held. All status position vacancies, however created, shall be filled by this bidding procedure. For Building Service Workers, bid meetings shall be as described in Section B above with no vacancy bids.
- H. The Employer reserves the right to define the available hours of work, days off, and work locations.

- I. An employee who is unable to attend a bid meeting may submit a written bid for any position in their classification to their immediate supervisor with a copy to the Union. For Building Service Workers, the written bid shall specify the page number and the job number; for Event Management, Dining and Hospitality, the written bid shall specify the kitchen and the job number.
- J. A Building Service Worker, Food Service employee, or Grounds employee who will have finished probation by the time of the switch over will be allowed to bid.

Section 11.02: Employees on Leave of Absence

In the event that an employee is on paid leave of absence due to illness or disability for a period in excess of thirty days, the Employer may fill that employee's position without use of the bid process. Upon an employee's return to work from a paid University leave of absence due to illness or disability, the employee shall be returned to their bid position, if available; otherwise to a position with the same hours of work and days off. An employee who returns to work after a leave other than a paid University leave of absence due to illness or disability, shall be returned to any vacant position within their classification with the same hours of work and days off as their bid position, if available; otherwise to a position in the same classification.

Building Service Worker Classification: If at the time the bid takes place, an employee is off work for a period in excess of thirty consecutive days, and there is no expected date of return available before changeover, the employee will not be permitted to exercise their right to bid a position. The employee will be allowed to bid days off and hours of work. Upon release and return to work, the employee will be assigned any position with appropriate days off and hours of work.

Replacement of Employees on FMLA or SURS Disability Leave

(The following language applies to BSWs):

When a status employee who has bid a status work assignment is off work because of sick leave, worker's compensation, or disability for two weeks or more, employees' in the full relief positions in that zone will be offered that position by seniority. Movement of the employee is based on availability of extra help, which is determined by Management. It is Management's decision to determine hiring and placement of extra help. Extra help employees would be placed in the relief position that was vacated. Upon return from leave the employee shall have the right to return to their original position, seniority permitting.

(The following language applies to Event Management, Dining and Hospitality, Campus Services and Grounds employees):

If at the time the bid takes place, an employee is on SURS disability and not protected by FMLA, and there is no expected date of return available, the employee will not be permitted to exercise their right to bid a position.

Section 11.03: Bid Procedure

When an employee is not present for any reason at a bid meeting when their name has been called and the bidding has gone on to employees of lesser seniority, the senior employee shall be allowed to bid on remaining positions, as soon as the bid in process at the time of their arrival is completed. Once the next name is called the previous bidder cannot change their bid.

Section 11.04: Pay During Bid Meetings

Employees shall receive their regular rate of pay for attendance at bid meetings during their hours of scheduled work. Employees shall not be paid for attendance at bid meetings during their off-duty hours. Bid meetings shall normally be scheduled to commence between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

Section 11.05: Posting of Bid Sheets

The University will post bids seven (7) calendar days prior to the scheduled bid meeting.

Section 11.06: Bakery Assistants, Associates, and Specialists

Section 11.04 and Section 11.05 will not apply to the Bakery classifications.

Current Bakery Assistants, Associates, and Specialists will be allowed to bid on vacancies in the Bakery Assistant, Associate, and Specialist classifications before new hires are placed on a schedule.

Vacancy bids will be used to accomplish permanent schedule realignments that management deems necessary during the academic year.

All bids will be accomplished by providing each affected Bakery Assistant, Associate, and Specialist an individual notice containing the available schedules and requiring them to identify their order of preference, signing the form, and returning it to management within seven (7) calendar days.

Section 11.07: Food Court/Snack Bar Attendants

Food Court/Snack Bar Attendants may bid in seniority order for hours of work, days off, and venue. Bids will occur prior to the summer break each year and will be effective for the following academic school year. Any changes in hours of work or days off will be in accordance with this labor Agreement.

During any academic break layoff period (including summer) Management maintains the right to assign employees to meet operational needs. Food Court/Snack Bar Attendants may request to waive their right to work over the summer by completing a form provided by management. Requests will be considered in order of seniority.

Vacancy bids will be conducted as needed. Food Court/Snack Bar Attendants may bid on positions for which they are already trained and qualified. Management may assign employees to different venues, hours of work, and days off to meet operational needs until the vacancy is filled. Management will maintain a Venue Qualification Chart that identifies all employees currently trained and qualified to work in each venue. For the purposes of this Venue Qualification Chart, Food Court/Snack Bar Attendants will be considered trained and qualified if the employee has worked in the venue at least 75 cumulative hours during any one (1) of the prior six (6) semesters (this includes summers). This chart will be attached to any vacancy bid.

Article 12: Health and Safety

The Employer recognizes its responsibility to make 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 practice which will result in safe working conditions.

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices to insure employee safety as well as that of fellow workers, students, faculty, and staff.

If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the employee shall inform the supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue.

If necessary, the matter shall be referred by the supervisor to the appropriate health and safety subcommittee. If necessary, the matter may be referred to the University Environmental Health and Safety Office. If the matter is not resolved, it will immediately be taken by the Union to the Director, Labor Relations or designee.

Article 13: General Provisions

Section 13.01: Non-Discrimination

The parties agree that all employees (supervisors and employees) are expected to treat customers, and other employees with dignity and respect. The University will not condone harassing, threatening, or any other inappropriate behavior.

The Employer and the Union agree that they will not practice discrimination against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, or status as a veteran. Complaints involving discrimination or sexual harassment

shall be reported to and handled by the Office of Equal Opportunity and Access or the appropriate office as designated by the University. Refer to University Policy number 1.2 for the current office designated by the University to handle such complaints.

The Employer and the Union agree that there shall be no discrimination against or coercion of any employees regarding Union membership, that Union membership is entirely a matter of the employee's free choice and determination. Further, the Employer agrees that there shall be no discrimination by any representatives of the Employer, including supervisors of employees, against any Union member, steward, or officer of the Union, including those who are participating in negotiations, adjustment of grievances, or the performance of committee work as provided in this Agreement.

Section 13.02: Uniforms and Shoes

When uniforms are required, the Employer will determine the style of uniform to be provided.

The Employer agrees to furnish, launder, clean, maintain, and replace uniforms provided by the Employer without cost to the employee.

Employees may provide their own uniforms with approval of the Employer. Uniforms provided by employees will be laundered or cleaned by the Employer only if the laundering or cleaning can be done with the other uniforms of that department. The expense of purchase and replacement of such uniforms shall not be borne by the Employer.

If the University requires a specific style and type of shoe, except for color, the University shall purchase and replace shoes.

When EMDH issues a new hat to an employee working in either a dining center or catering as part of that employee's EMDH uniform, the employee will be offered the alternative of choosing either a hat with or without "AFSCME Local 1110" embroidered on the back of the hat. Employees will not be entitled to more than the number of hats provided for the employee's classification. This paragraph does not apply to employees working in retail venues.

Uniforms may not be altered in any way by employees.

Employees in the Automotive Technician, Grounds Equipment Mechanic, Grounds Worker, Grounds Gardener, Nursery Worker, and Tree Surgeon classifications shall receive up to \$175.00 each fiscal year towards the purchase of required safety shoes/boots, provided they are in need of replacement, at participating vendor locations determined by the Employer. Any cost above and beyond the allowance provided in this provision shall be the employee's responsibility.

Grounds' employees will be provided either winter bibs and a jacket OR a pair of coveralls before October 31, 2022. Grounds' employees hired after October 31, 2022

will be provided either winter bibs and a jacket OR a pair of coveralls within the first year of employment. The apparel to be provided is at the sole discretion of the Employer. The provided apparel will be replaced on an as needed basis, if necessary, due to normal wear and tear.

Section 13.03: Work by Classification

Except in emergencies and the instances described below, employees shall not work out of classification. The phrase “performs other duties as assigned” on the position’s Class Specifications shall be interpreted as “performs other duties as required or assigned which are reasonably within the scope of the duties in this job classification.”

Management shall have total flexibility in assigning duties between the Grounds Workers and Maintenance Equipment Operator classifications only. These classes shall be allowed to work by themselves or in groups as supervisors deem necessary. These classes shall be allowed to do routine work, non-routine work, or equipment operation assigned if so qualified. No differential will be paid regardless of assignment. Overtime will be assigned between the Grounds Workers and Maintenance Equipment Operators in accordance with Article 15, Section 5.

Section 13.04: Training

Promotional examinations and any training courses conducted in preparation for examinations shall be open to all qualified employees in a promotional line, except when it is decided by the Employer to send employees to a technical training school or course off the campus of Illinois State University for one week or more. The University is not required to include all employees in the classification of those employees being sent to the technical training school or course.

It is understood that this section does not prohibit Event Management, Dining and Hospitality from sending select Bakery Assistants, Associates, and Specialists to specialized training of less than one week unless the training is specifically required for promotion.

It is also understood that this section does not prohibit Event Management, Dining and Hospitality from sending select Food Court/Snack Bar Attendants to training provided by a franchise venue which they have bid or been assigned to regardless of the duration of the training.

Section 13.05: Policy and Rules

During the term of this Agreement, the Employer agrees not to adopt or enforce policy and rules changes contrary to the provisions of this Agreement.

Section 13.06: Employee Access to Personnel Records

- A. Employees may have access to their personnel records in accordance with current University policy which is in compliance with the Personnel Records Review Act, 820 ILCS 40/. An employee can make a written request to Human

Resources for all or any part of his or her personnel record except as excluded by the Act.

- B. An employee representative may, with written permission from the employee, in accordance with current University policy, have access to an employee's personnel record.
- C. Deactivation of Discipline: Documentation of Letters of Verbal Support (formerly Oral Warnings) and Performance Improvement Discussions (formerly Written Reprimands) shall be deactivated in an employee's personnel record after twelve (12) months have lapsed without the employee having received additional discipline for the same or similar offense. Documentation of Commitment Discussions, Written Reinforcements, and Ultimate Decision Leaves (formerly suspension level discipline) shall be deactivated in an employee's personnel record after thirty-six (36) months have lapsed without the employee having received additional discipline for the same or similar offense. Outdated disciplinary action may not be used against the employee for further discipline.

Section 13.07: Subcontracting

The Employer reserves the right to subcontract for services. Except in emergency/unique situations, subcontracting will be limited to duties which are not within the daily tasks assigned to bargaining unit employees. For Bakery Assistants, Associates, and Specialists and Food Court/Snack Bar Attendants only: The Employer reserves the right to contract out work normally performed by Bakery Assistants, Associates, and Specialists and Food Court/Snack Bar Attendants under this Agreement. No bargaining unit employee (i.e. Bakery Assistants, Associates, and Specialists) will be laid off or demoted as a direct result of any contracting of work normally performed by those employees. The Employer will discuss with the Union prior to a major deviation from its subcontracting practice.

Section 13.08: Summer Work

The parties will continue their efforts to make available summer employment opportunities for those employees on layoff. To assist those employees on summer layoff, the University will identify summer employment opportunities and make a list of these opportunities available to employees and the Union. Employees may make application for these positions. Selection shall be made on the basis of qualifications and ability to do the job. Each January, or as soon thereafter as it is known, the Employer will post general summer employment opportunities for varying departments through the online recruitment system for the purpose of learning who is interested in summer employment.

Section 13.09: Training Performed by Employees

If a bargaining unit employee is assigned to participate in providing the training necessary for new status employees to develop and learn the necessary skills, such employee shall be paid an additional fifty cents (\$.50) differential for each hour. In

the case of extra help employees, the differential would only apply if the extra help employee were filling a status position. The differential will apply when an employee is providing classroom and on the job training (i.e. when an employee is asked by a supervisor to train another employee on a certain task). Trainers will not be disciplined for accidents or mistakes of the trainees.

It is understood that this language does not apply to the Bakery Specialist position given the position has supervisory responsibilities and is expected to train lower level staff as a matter of routine.

Section 13.10 Commercial Driver's License

The Employer shall reimburse employees in the Grounds Worker and Automotive Technician classifications the difference between the cost incurred by the employee for the renewal fee of an Illinois Commercial Driver's License (CDL) and the cost of the renewal fee of an Illinois Class D Driver's License. Such reimbursement will only apply to renewals that occur after April 19, 2022.

Article 14: Hours of Work

Section 14.01: Hours of Work

The basic work week for all full-time employees covered by this Agreement shall be thirty-seven and one-half (37.5) hours in five consecutive workdays of seven and one-half (7.5) consecutive hours each, Monday through Sunday, with the exceptions hereinafter set forth. The seven and one-half (7.5) working hours may be broken up by a lunch period of not less than one-half hour and not more than one hour, at approximately the midpoint of each shift, except by individual agreement of the employee concerned and the Employer. Schedule changes shall be made only on a permanent basis with the exceptions hereinafter set forth. Except when there is a schedule change, all full-time employees shall work five (5) consecutive days with two (2) consecutive days off. No change in schedules shall be made to avoid the payment of overtime.

The basic work week for all part-time employees covered by this Agreement shall be defined as a work schedule of less than thirty-seven and one-half (37.5) hours in a week, Monday through Sunday. Schedules of part-time employees may be changed at any time by mutual agreement of the employee concerned and the Employer. The Union will be notified of any changes in part-time schedules.

Section 14.02: Temporary Schedule Changes (Summer)

Temporary schedules established due to layoffs during summer sessions and semester breaks shall follow an established schedule based on five consecutive days of seven-and-one-half (7.5) consecutive hours when possible. Work performed in excess of 37.5 hours per week shall be compensated at the overtime rate.

Section 14.03: Temporary Schedule Changes (Student Vacation/Holiday)

During periods of student vacations and extended holiday periods, where operation permits, temporary schedule changes may be made for employees to work a Monday-through-Friday schedule, provided it does not result in additional costs to the University.

Section 14.04: Temporary Schedule Changes (Other)

By mutual agreement between Management, the Union and the employee, temporary schedule changes made at the request of the employee or Management or by bid or for the convenience of the employee, will be permitted when they will not result in added cost and when the Employer judges they will not interfere with efficient operation. Prior to the implementation of any such changes, the Union shall be notified.

Management may modify an employee's regular hours or days to accommodate training schedules in Event Management, Dining and Hospitality. In so doing, Management will be considerate of the employee's regular scheduled work hours the day before and the day after training.

- An employee's work hours may be changed to more closely match the training hours.
- If the training falls on an employee's day off, that day off will be moved to another day in the work week while remaining adjacent to the remaining day off.
- If the training falls on both of an employee's days off in a work week, those days off will be moved to the two days before or two days after the training within the same work week as defined in Section 14.01.

When exercising this provision at least seven (7) days advance notice will be provided unless mutually agreed upon by the employee and Management.

In certain situations, it may be appropriate for the employee, the Union and Management to establish criteria under which temporary changes may be made on an ongoing basis without the need for consultation in advance.

Alternative language for Bakery Assistants, Associates, and Specialists and Food Court/Snack Bar Attendants: A supervisor may change a Bakery Assistant's, Associate's, or Specialist's or Food Court/Snack Bar Attendant's permanent work schedule with a minimum of thirty days' notice. Schedules other than 7.5 hours in 5 consecutive days must be mutually agreed to by the supervisor, employee and the Union. Such alternative schedules may be established for vacant positions prior to filling. Based on the operating needs of the department, temporary schedule changes may be made by the supervisor with one week's advance notice unless otherwise agreed upon between the employee, supervisor and the Union. Work hour adjustments can be made on a daily basis with the agreement of the employee and the supervisor as long as the workday still equals 7.5 hours. Once an alternate

schedule is in place, it will be considered the employee's regular schedule for that day or week. For Bakery Assistants, Associates, and Specialists and Food Court/Snack Bar Attendants, this section supersedes the final sentence in the first paragraph of Section 14.01.

Section 14.05: Call Time

Any employee who has left the University and is called to work outside of their regularly scheduled shift shall be paid a minimum of two (2) hours at the applicable rate. When an employee works on a scheduled day off, that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Should an employee be required to work before their regularly scheduled work shift, that employee shall be permitted to work the normal work schedule in that work day. All time worked in excess of the regular schedule shall be paid at the applicable rate.

The applicable rate of pay may be straight-time pay or overtime pay, depending on the employment status of an individual in each specific situation and as it relates to other contractual provisions.

For Bakery Assistants, Associates, and Specialists and Food Court/Snack Bar Attendants only, call time is defined as any request for overtime on the same day overtime work is needed. Minimums do not apply to overtime offered prior to the day the overtime work is needed.

Section 14.06: Rest Periods

All full-time bargaining unit employees shall be entitled to two (2) fifteen-minute paid breaks. These breaks will normally occur midway in the first half of the shift and approximately midway in the second half of the shift. Part-time employees shall be entitled to one (1) fifteen-minute paid break for every 3.75 hours worked. Breaks shall be uninterrupted unless operational needs require otherwise.

Section 14.07: Meetings, Conferences, and Training Programs

When an employee covered by this Agreement is required by the Employer or its representative to attend meetings, conferences, or training programs at times outside the employee's regularly scheduled working hours, the applicable overtime rates shall be paid.

Article 15: Overtime

Overtime Defined

All time in excess of 7.5 hours in a workday or 37.5 hours in a work week shall be considered overtime.

Rate of Pay: Time-and-one-half (1.5x) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- A. Daily - All work performed in excess of 7.5 hours in any workday or any work performed outside of the employee's regularly scheduled shift. For part-time employees, that time worked beyond 7.5 hours will be paid at the overtime rate.
- B. Weekly - All work performed in excess of 37.5 hours in any work week. This applies to both full-time and part-time employees.
- C. Work on sixth or first day off - All work performed on an employee's sixth day (the first regularly scheduled day off) within a work week, without regard to the number of hours previously worked in that work week.

For all employees, double-time (2x) their hourly rate shall be paid for all work on their seventh day (the second regularly scheduled day off) within a work week as long as the employee has worked on their sixth day within that work week (the first regularly scheduled day off). Time and one-half (1.5x) the employee's hourly rate shall be paid for all work on their seventh day (the second regularly scheduled day off) within the work week if the employee has not worked on their sixth day (the first regularly scheduled day off) within that work week.

- D. 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. The Employer shall make its decision known to the employee no later than one (1) work week after the request was made. 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. Employees shall be allowed to utilize compensatory time for periods of layoff in accordance with the provisions of Schedule C, Vacation Section 2: Vacation/Comp Time During Seasonal Layoffs. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory time is banked until used or paid out at time of separation of service with the Employer.

During the last quarter of the fiscal year or in emergency situations, the Employer may request to meet with the Union and negotiate concerning the Employer's desire to offer overtime on a compensatory-time-only basis.

Section 15.01:

Except for Grounds Workers (see Section 15.05) overtime work shall be distributed equally among employees within the same classification for all classifications covered by this Agreement. An employee's regular work schedule and job position shall be used in the determination of who will work on holidays, but not in the determination of which schedule individual employees will work.

- A. Overtime shall be distributed by logical units: Grounds Workers by classification, Laundry Workers by classification, Locker Room Attendants by departments, with Building Service Workers and Event Management, Dining and Hospitality Employees as provided herein.
- B. Overtime hours shall be posted on a current basis, with hourly accumulation posted on an annual basis (except BSW and Event Management, Dining and Hospitality).
- C. Employees who agree to work an overtime assignment shall make a reasonable effort to give sufficient notice if they cannot fulfill the commitment.
- D. Employees who do not wish to be called for overtime shall submit a standardized form to the supervisor stating that they do not want to be called for overtime. The employee thereafter shall not be called for overtime unless a second standardized form is presented stating availability for overtime. The Employer shall provide the Union with copies of all submitted forms.
- E. Employees shall be called initially for overtime in accordance with seniority.
- F. The Employer will leave a message on an employee's answering machine or voicemail that overtime is needed. If the employee does not answer the call for overtime prior to another employee accepting, the employee is considered not available. If there is difficulty in leaving a message (ie. receive recording "cannot be completed as dialed", mail box is full, message cuts off, etc.) the Employer will attempt the same number a second time prior to calling the next employee on the list.
- G. If any of the previous sections proves to be ineffective for Management or the Union, both parties agree to meet to attempt to resolve the issue.
- H. For areas requiring special training, only those who were trained and have kept their skills current will be offered overtime.
- I. In the event that Management determines that additional work is necessary at the end of a regularly scheduled work shift, the employee assigned to the area at that time (including employees who bid "relief") may volunteer to work the extra assignment if such overtime assignment is for two (2) hours or less. That employee shall be paid at the applicable rate. This assignment shall not constitute a call-back and is not subject to the minimum call-back provision. If the extra assignment is for more than two (2) hours, provisions of this Article shall apply.

Section 15.02: Chart System for Locker Room Attendants and Laundry Workers

- A. Overtime work or refusals will be indicated following the employee's name under hours worked. Hours on the overtime chart will be expressed in actual hours paid to the employee. Any employee who refuses the overtime

assignment shall be credited with the number of hours worked by the employee accepting the assignment.

- B. If an employee cannot be contacted for overtime, the supervisor shall contact the next eligible employee. However, the employee bypassed shall be called first on the next occasion. Should the employee not be available the second time called, they shall be credited with time equal to that credited to the employees who worked.
- C. Credits will not be posted when employees are on vacation, sick leave, or bereavement leave.
- D. Employees who do not fulfill an overtime commitment shall be credited with the hours which would have been credited to that employee had they worked.
- E. When the name of an employee is added to the overtime chart, that employee shall be credited with hours equal to the highest number of hours in the group as of that date.
- F. Overtime charts will be posted in a conspicuous place in each operating unit.
- G. A new overtime chart will be established July 1.

Section 15.03: Building Service Worker Overtime Distribution

- A. Overtime, when deemed necessary by Management, shall always first be offered to the person with the most seniority on the seniority list, defined below, who is not working. The separate seniority list shall be exhausted in the order shown below. If the most senior person cannot be contacted or refuses, then the overtime shall be offered to the next most senior employee on the individual seniority list. This procedure shall continue until all persons on the individual seniority list have been offered the overtime and have refused or cannot be contacted.

The normal procedure for assigning overtime is as follows with exceptions listed in Schedule D:

- 1st: Area if definable
- 2nd: Building if definable
- 3rd: Zone if definable
- 4th: Classification

- B. An individual who has refused or could not be contacted from one seniority list is not called if their name is reached on a subsequent seniority list for the same overtime assignment unless 24 hours have elapsed since the last contact or attempt to contact.
- C. If an employee does not fulfill the overtime assignment, the next time that employee's name is reached, they shall not be called.

- D. New seniority lists for overtime purposes will be established after bid meetings.
- E. When all BSW employees are called to work overtime, the supervisor may use available technology first to initiate an ALL call to contact employees. If a BSW does not respond to an ALL call, they will be contacted by their primary number. Reporting is not mandatory.

Section 15.04: Event Management, Dining and Hospitality Overtime

(Excludes Bakery Assistants, Associates, and Specialists & Food Court/Snack Bar Attendants)

Procedures for overtime assignments are as follows:

- A. There will be two lists from which to call overtime.
 - 1. Kitchen List – All employees by seniority inside a kitchen. A kitchen is defined as a unit (i.e. Linkins, Watterson, etc.).
 - 2. General List – All employees by seniority outside of the kitchen.
 - 3. Lists will be established for each day based on the employee's bid schedule.
 - 4. Each employee will make the decision to be on one or both of the lists.
- B. The kitchen list is used as a vacancy occurs and Management determines the need to call overtime for four (4) hours or more. Once that list has been exhausted, the general list is used. Employees are called in seniority order of those off on a given day. Shifts of less than four (4) hours may be filled by extending shifts of employees already on duty for a given day.
- C. Employees may extend a shift without being on either the kitchen or general overtime list. Shifts can extend preceding or following a regular shift. Extensions should begin by using straight seniority within the kitchen; if additional employees are still needed for the extension, Management may then consider employees outside the kitchen for the extension. Extensions from outside the kitchen should also be by straight seniority each time.
- D. Employees who sign up for overtime should realize the expectation is there and be committed to work overtime throughout the semester.
- E. Any employee who has accepted a full shift of overtime shall not be eligible for any other full shift of overtime that same day until all other options have been exhausted including full shift extensions.
- F. Employees working in those units that are closed on certain days shall by seniority select another kitchen and be included in the overtime kitchen list there on the day their regular kitchen is closed only. These employees will be divided equally between the other units.

- G. The overtime lists will be posted weekly in each unit and a copy will be provided to the Union President or designee.

Section 15.05: Grounds Overtime

All overtime opportunities, other than overtime opportunities to perform snow/ice removal, will be offered to the most senior Grounds employee in the classification first. In the event that the most senior Grounds employee in the classification cannot work or is unavailable, the next most senior Grounds employee in the classification will be offered the overtime. Overtime opportunities to perform snow/ice removal will be offered to employees in the Grounds Worker, Grounds Equipment Mechanic, Grounds Gardener, Nursery Worker, and Tree Surgeon classifications, in order from the employee who has spent the most consecutive time on the snow removal crew to the employee who has spent the least consecutive time on the snow removal crew. *A list documenting the "Consecutive Time Spent On Snow Removal Crew" will be updated as needed and kept in the Department.*

There will be no chart systems, and overtime hours will not be tracked or posted.

All Grounds employees will provide Management with a primary phone number to contact them for overtime. The primary number must be either a cell phone or landline (i.e. home phone).

If a Grounds employee will be required to report to work prior to his/her regular shift due to a snow/ice event, Management will contact the employee as early as reasonably possible under the then current circumstances.

When all Grounds employees are called to work overtime, the supervisor may use available technology first to initiate an all call to contact employees. If a Grounds employee does not respond to an all call, they will be contacted by primary number. The University will inform Grounds employees and the Union of available technology for such purposes.

Section 15.06: Bakery Assistants, Associates, and Specialists Overtime

Overtime will be divided equally among those Bakery Assistants, Associates, and Specialists qualified to do the work.

Section 15.07: Food Court/Snack Bar Attendant Overtime

Overtime will be offered by seniority to:

- Food Court/Snack Bar Attendants assigned to the venue
- Other qualified Food Court/Snack Bar Attendants (per the Venue Qualification Chart provided for in Section 11.07)
- All other Food Court/Snack Bar Attendants

Section 15.08: Grounds Gardener Overtime

Overtime will be offered in the following order:

- By seniority to Grounds Gardeners
- By seniority to Grounds Workers
- By length of service in the Grounds Department represented by Local 1110 for all other Grounds Department employees

For Grounds Gardeners, overtime offered prior to the end of the last work day (prearranged) will be paid a minimum of two (2) hours at the applicable rate. When it is necessary to make two or more trips to complete the overtime assignment it will be considered one call for purposes of this provision.

Article 16: Benefits

Employees covered by this Agreement shall be entitled to all benefits granted by the Employer at the time of Union ratification and Board of Trustees approval of this Agreement, including but not limited to those expressed in Schedule C. These benefits will not be diminished during the life of this Agreement and any improvements in benefits will be made applicable to employees covered by this Agreement. The application and interpretation of benefits may be subject to the Grievance and Arbitration Articles of this Agreement.

Employees in Intern status are not entitled to Tuition Waiver for Children or Tuition waiver for Survivor of Deceased Employees. Interns, upon reaching a probationary status, will then begin to accrue the necessary years of service for the Tuition Waiver for Children and will also be eligible for the Tuition Waiver for Survivor of Deceased Employees.

Article 17: Wages

Section 17.01: Compensation

Cash compensation of employees covered by this Agreement shall be as set forth in Schedules A and B.

Section 17.02: Assignment of Other Duties

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such an assignment shall in no way interfere with the Union's right to represent the employee and in no case shall the employee's wage be reduced during such temporary assignment. The Union shall be notified of any such temporary assignment.

Section 17.03: Payment for Higher Level Duties

Whenever an employee is assigned to duties carrying a higher rate of compensation, he/she shall be paid the higher rate for the assignment, whether temporary or permanent, provided that the period of temporary assignment lasts for one hour or more. Payment at the highest rate shall be made for the entire period of temporary assignment and not just for the time period beyond one hour.

Section 17.04: Return From Temporary Assignment

An employee accepting a temporary assignment, when such assignment is concluded, shall be returned to the position from which he/she was transferred.

Section 17.05: Transfers

It is understood that an employee who is promoted in one of the following ways, will not suffer a decrease in salary:

- Promoted within the promotional line
- Transferred to another classification with a higher minimum salary
- Transferred to another classification with a higher maximum salary (only applies to single rate classifications)

For purposes of interpreting this language, a promotion shall be defined as moving to a classification with a higher minimum salary than the employee's current classification. In the case of a single rate classification, the single rate shall be compared to the maximum of the new classification to determine if it is a promotion or not. In each of the three cases outlined above, the employee will remain at the starting rate of the new position or at his/her old rate (whichever is higher). Employees will not move to higher steps in the pay plan until the employee meets the seniority requirements as outlined in Schedule A.

A voluntary transfer to a lower paid classification is defined as moving to a classification with a lower minimum starting salary than the minimum salary for the employee's current classification. When an employee requests or accepts a voluntary transfer/demotion to a classification with a lower minimum salary, he/she shall receive the negotiated rate for that classification, even if this results in a reduction in salary.

Section 17.06: Temporary Upgrade Foreman

Labor and Management agree to the following parameters to be used to temporarily upgrade status Building Service Workers to the position of Building Service Foreman.

- A. The pay will be 10% above the top BSW rate plus differentials if appropriate.
- B. The upgrade will be for a minimum of one (1) week and a maximum of four (4) consecutive weeks in one area.

- C. Any and all temporary upgrades can be stopped after the one-week period.
- D. Management will post jobs and interview off the foreman register.
- E. Acceptable candidates from the interviews will be placed on a list.
- F. The candidates on the list will be trained once annually.
- G. Management will upgrade from the list, the candidate most qualified for each job opening.
- H. Temporary foreman will not be responsible for disciplinary actions and attendance concerns, but will report the need for such actions to their supervisor.
- I. Temporary foreman will not have access to personnel files, evaluations, or attendance cards.
- J. At the end of each term, the temporary foreman will be evaluated by the supervisor. This is one factor that will be used to determine if they will be selected again.
- K. Management will notify the Union prior to the upgrade of any Building Service Workers.
- L. An extra help employee will fill in the open area of any upgraded BSW.
- M. During the temporary upgrade period, the temporary foreman will be eligible for foreman overtime only.

Article 18: Labor/Management Teams

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings be held between Union representatives and Employer representatives. Teams will be established and regularly scheduled meetings will be held in each area (Grounds, Building Services, Event Management, Dining and Hospitality, Automotive Technicians, and Golf Course Employees).

Each area team (Grounds, Building Services, Event Management, Dining and Hospitality, Golf Course, Automotive Technicians) shall consist of an equal number of bargaining unit employees and Employer representatives. At least half of the attendees from each party shall be from the area of focus. Each party shall designate their respective team members in consideration of the above guidelines. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. If attendance is during off-duty hours, employees shall be credited with compensatory time. Employees must give

reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University.

Each area team shall have responsibility for:

- a) Setting meeting dates, times, and locations.
- b) Agenda preparation for subsequent meetings.
- c) Development of area subcommittees as needed.
- d) Training for committee members.

No Labor/Management Team will have authority to discuss, change, modify, or infringe upon issues which are related to wages, hours, and terms and conditions of employment. Whenever a matter relating to wages, hours, terms and conditions of employment is raised, the matter shall be suspended until express agreement to continued involvement by the Labor/Management Team has been achieved through the collective bargaining process. Whenever there is discussion over off-limit activities or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established. Any outcome of this committee process shall not be used as the basis or rationale for layoffs.

Article 19: Evaluations

The Union and the University encourage periodic evaluation conferences between employees and their supervisors to discuss and review work performance.

Where such evaluations are utilized, they are prepared in writing and are reviewed and signed by both the supervisor and the employee. The employee may request that an evaluation be conducted when the previous one is more than 12 months old.

The employee receives a copy of the final signed evaluation. The signature of the employee does not constitute his/her agreement with the evaluation. Employees may submit comments to the evaluation, which will be attached to the evaluation.

Article 20: Union Information

Section 20.01: Bulletin Boards, Campus Mail, and Meeting Rooms

The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on bulletin boards provided by the Employer, with a portion of the bulletin boards designated for the exclusive use of the Union.

The Union shall have the right to use the campus mails in accordance with University regulations.

Requests for the use of University facilities for Union meetings shall be allowed but must be authorized by the Director, Labor Relations.

The Union agrees that it will not conduct Union business during working hours except as provided in this Agreement.

Section 20.02: Union Activities

If absence from work is involved, a Union official, officer, steward or member must notify and make mutual arrangements with their immediate supervisor to attend negotiations or meetings or do any other work necessary to dispose of grievances without penalty.

Meetings involving Labor Relations (for example, negotiations) must be scheduled in advance through the Director, Labor Relations (or designee) who will notify the supervisor. The employee is still required to make mutual arrangements with their supervisor to attend the meeting.

All employees wishing to attend the monthly Union meeting during working hours shall use available vacation, or dock time if vacation is not available, with permission of their immediate supervisor.

The University will approve a leave of absence for two (2) designated delegates to attend other Union sponsored meetings, but leave is not to exceed a combined total of ten (10) working days in a twelve (12) month period.

Additional employees may be granted leave to attend the above-mentioned meetings within the ten (10) working days limitation, provided their absences do not interfere with efficient operation.

Section 20.03: Information Provided to the Union

- A. Personnel Transaction Report. On a semi-monthly basis the Employer will provide the Local No. 1110 President and the Council 31 Staff Representative with the following personnel transactions and the effective date: reclassification/reallocation, reassignment, promotion, demotion, resignation, retirement, and termination (dismissal/discharge) for employees covered by this Agreement.
- B. Bargaining Unit Roster and New Hire Reports. The University will provide the Union (Local 1110 President and the Council 31 Staff Representative) with a bargaining unit roster and information concerning employees newly hired into the bargaining unit in accordance with and as expressly provided under Section 5/3c of the Illinois Educational Labor Relations Act, 115 ILCS 5/3c. The monthly bargaining unit roster will also include the employee's University identification

number, hourly rate of pay, and date in classification of each employee covered by this Agreement.

Section 20.04: Visits by Union Representatives

The Employer agrees that Union representatives, or any other Union officials not employees of the University, shall have full and free access during working hours to visit or inspect a work area (subject to all applicable safety, privacy, or confidentiality considerations, which shall not impede the Union's right to have access), investigate grievances, and/or meet with University representatives. It will be the responsibility of the Union official or the local Union officer to inform the Director, Labor Relations (or designee) in writing of any intended meeting or visit. Such notice must be provided at least one (1) business day in advance, when possible, of the visit and must include the purpose of the visit and the area(s) and/or University representative(s) that will be visited.

Section 20.05: Orientation

A Union representative and new employees will be allowed up to 60 minutes for Union orientation in conjunction with departmental orientations as scheduled by the department. Release time from regularly scheduled duties will be provided based on operational needs. Additional time may be granted by Management on a case by case basis.

Article 21: Health and Life Insurance, Pensions and Disability

Section 21.01:

During the term of this Agreement, health and life insurance programs shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, Illinois Revised Statutes, Chapter 127, paragraph 521 et. seq. as amended from time to time. The parties agree to accept the terms and conditions of life and health programs as provided by the Department of Central Management Services at a statewide level and which are intended to apply to state universities.

Section 21.02:

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 Illinois Revised Statutes, Chapter 108-1/2, Pensions.

Section 21.03:

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees by this Agreement in accordance with Illinois Revised Statutes, Chapter 48, Workers' Compensation and Occupational Disease Act.

Article 22: Entire Agreement

Section 22.01:

This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

Section 22.02:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Except as specifically and expressly provided in this Agreement, neither party is required to negotiate any issue during the term of this Agreement unless legally mandated.

Article 23: Termination

Section 23.01:

This Agreement is effective July 1, 2021 and expires at 11:59 p.m., June 30, 2025, and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no earlier than 150 days but no later than 90 days prior to the beginning of each fiscal year that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor or modified Agreement, and shall automatically be extended until such time as a successor or modified Agreement is approved by both parties, effective date of termination notwithstanding. Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article 6, No Strike - No Lockout.

Section 23.02:

This Agreement shall automatically terminate in the event that the Union is decertified as the exclusive representative of the bargaining unit or in the event the Employer ceases to employ any persons in positions in the bargaining unit.

Schedule A

Base Wages

A. General wage increases will be implemented for all classifications in the bargaining unit as follows:

I. Increases will be dependent upon the current hourly rate of pay for the position classification and level, as appropriate, as of April 18, 2022.

<u>Current Hourly</u> <u>Rate</u> <u>as of</u> <u>04/18/2022</u>	<u>FY2022</u> <u>Effective</u> <u>10/1/2021</u>	<u>FY2023</u> <u>Effective</u> <u>7/1/2022</u>	<u>FY2024</u> <u>Effective</u> <u>7/1/2023</u>	<u>FY2025</u> <u>Effective</u> <u>7/1/2024</u>
Up to \$14.50	6.50%	6.50%	6.50%	6.50%
\$14.51 - \$16.25	4.50%	4.50%	4.50%	4.50%
\$16.26 - \$17.50	3.75%	3.75%	3.75%	3.75%
\$17.51 or higher	3.00%	3.00%	3.00%	3.00%

Intern Rates are 95% of the starting rate of the classification

II. If the percentage increase provided through the general publicly announced campus wage program/merit increase for non-negotiated civil service employees during a fiscal year is higher than the percentage increase shown above for a classification, employees in that classification will also receive the difference between (a) the negotiated percentage increase for that classification for that fiscal year, and (b) the percentage increase provided through the general publicly announced campus wage program/merit increase for non-negotiated civil service employees for that fiscal year, effective on the same date and with the same terms as that general publicly announced campus wage program/merit increase for non-negotiated civil service employees.

(As an example: If an employee receives a 3.00% base wage increase on 07/01/2022 and the President hypothetically authorizes a 3.25% base wage increase for the general publicly announced campus wage program/merit increase for non-negotiated civil service employees effective 01/01/2023, the employee will receive an additional 0.25% wage increase effective 01/01/2023.)

It is understood that the provisions of this Section A.II. could impact the wage rates shown in Schedule A, Section B.

- III. FY2022: wage rates will be retroactively adjusted effective October 1, 2021 based on the wage table in Section B stated below.

To be eligible for this retroactive increase, employees must be employed in the Bargaining Unit on April 19, 2022.

Any employee in the Culinary Worker II (Culinary Assistant) position classification with an individual hourly wage rate above the starting hourly wage rate for the classification the day prior to ratification will receive a 3.00% increase retroactive to October 1, 2021.

Any employee in the Food Court/Snack Bar Attendant (Retail Dining Associate) position classification with an individual hourly wage rate above the starting hourly rate for the classification the day prior to ratification will receive an adjustment as outlined in the wage table in Section B stated below.

- IV. FY2023: wage rates will be adjusted effective July 1, 2022 based on the wage table in Section B stated below.

Employees in the Culinary Worker II (Culinary Assistant) position classification with an individual hourly wage rate above the starting hourly wage rate for the classification the day prior to ratification will receive a 3.00% increase effective July 1, 2022.

- V. FY2024: wage rates will be adjusted effective July 1, 2023 based on the wage table in Section B stated below.

- VI. FY2025: wage rates will be adjusted effective July 1, 2024 based on the wage table in Section B stated below.

B. FY2022-FY2025 Wage Table:

The following wage table reflects increases outlined in Section A above.

Classification	Working Title	Current as of 4/18/2022	FY2022 Effective 10/1/2021	FY2023 Effective 7/1/2022	FY2024 Effective 7/1/2023	FY2025 Effective 7/1/2024
Athletic Turf Specialist		\$25.31	\$26.07	\$26.85	\$27.66	\$28.49
Automotive Technician		\$22.60	\$23.28	\$23.98	\$24.70	\$25.44
Building Service Worker Intern		\$13.02	\$13.86	\$14.76	\$15.72	\$16.74
Building Service Worker (Start entry)		\$13.70	\$14.59	\$15.54	\$16.55	\$17.62
Building Service Worker (Mid - 18 months)		\$17.80	\$18.33	\$18.88	\$19.45	\$20.03
Building Service Worker (Top - 4 years)		\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Culinary Worker II	Bakery Assistant	\$13.03	\$13.88	\$14.78	\$15.74	\$16.76
Culinary Worker III	Bakery Associate	\$16.93	\$17.56	\$18.22	\$18.91	\$19.62
Culinary Worker IV	Bakery Specialist	\$19.23	\$19.81	\$20.40	\$21.01	\$21.64
Culinary Worker II Intern	Culinary Assistant Intern	\$12.30	\$13.10	\$13.95	\$14.86	\$15.83
Culinary Worker II	Culinary Assistant	\$12.95	\$13.79	\$14.69	\$15.64	\$16.66
Culinary Worker III Intern	Culinary Associate Intern	\$16.08	\$16.69	\$17.31	\$17.96	\$18.64
Culinary Worker III (Start - entry)	Culinary Associate	\$16.93	\$17.56	\$18.22	\$18.91	\$19.62
Culinary Worker III (Top - 4 years)	Culinary Associate	\$19.23	\$19.81	\$20.40	\$21.01	\$21.64
Culinary Worker IV	Culinary Specialist	\$20.13	\$20.73	\$21.36	\$22.00	\$22.66
Culinary Worker V	Culinary Supervisor	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Dining Room Supervisor		\$15.37	\$16.06	\$16.78	\$17.54	\$18.33
Dishroom Supervisor	Food Service Sanitation Supv	\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Equip Service Worker		\$24.43	\$25.16	\$25.92	\$26.70	\$27.50
Food Court/Snack Bar Attendant Intern	Retail Dining Associate Intern	\$12.30	\$13.10	\$13.95	\$14.86	\$15.83
Food Court/Snack Bar Attendant	Retail Dining Associate	\$12.95	\$13.79	\$14.69	\$15.64	\$16.66
Food Service Sanitation Laborer (Start - entry)		\$16.93	\$17.56	\$18.22	\$18.91	\$19.62
Food Service Sanitation Laborer (Top - 4 years)		\$19.23	\$19.81	\$20.40	\$21.01	\$21.64
Food Service Stores Laborer		\$21.18	\$21.82	\$22.47	\$23.14	\$23.84
Greens Worker (Start - entry)		\$14.03	\$14.94	\$15.91	\$16.95	\$18.05
Greens Worker (Mid - 18 months)		\$19.44	\$20.02	\$20.62	\$21.24	\$21.88
Greens Worker (Top - 4 years)		\$24.43	\$25.16	\$25.92	\$26.70	\$27.50
Grounds Equipment Mechanic		\$25.32	\$26.08	\$26.86	\$27.67	\$28.50
Grounds Gardener (Start - entry)		\$18.78	\$19.34	\$19.92	\$20.52	\$21.14
Grounds Gardener (Top - 1 Year)		\$19.86	\$20.46	\$21.07	\$21.70	\$22.35
Grounds Worker Intern		\$18.87	\$19.43	\$20.02	\$20.62	\$21.23
Grounds Worker (Start - entry)		\$19.86	\$20.46	\$21.07	\$21.70	\$22.35
Grounds Worker (Top - 4 years)		\$24.95	\$25.70	\$26.47	\$27.26	\$28.08
Laundry Worker (Start - entry)		\$13.03	\$13.88	\$14.78	\$15.74	\$16.76
Laundry Worker (Mid - 18 months)		\$16.93	\$17.56	\$18.22	\$18.91	\$19.62
Laundry Worker (Top - 4 years)		\$19.23	\$19.81	\$20.40	\$21.01	\$21.64
Locker Room Attendant (Start - entry)		\$13.70	\$14.59	\$15.54	\$16.55	\$17.62
Locker Room Attendant (Mid - 18 months)		\$17.80	\$18.33	\$18.88	\$19.45	\$20.03
Locker Room Attendant (Top - 4 years)		\$20.69	\$21.31	\$21.95	\$22.61	\$23.29
Maintenance Worker		\$15.97	\$16.69	\$17.44	\$18.22	\$19.04
Nursery Worker		\$25.32	\$26.08	\$26.86	\$27.67	\$28.50
Tree Surgeon		\$25.32	\$26.08	\$26.86	\$27.67	\$28.50

- C. Grounds Worker's rates of pay shall be the same as that given to the Maintenance Equipment Operator or the Grounds Worker rate, whichever is higher.
- D. New employees will be hired in at the entry (lowest level) rate of pay for that classification and will remain at that rate (plus subsequent negotiated increases) for one and one-half (1.5) calendar years. After the completion of this time at the entry rate, such employee shall receive the mid-rate of pay.

Employees shall move from the mid-rate to the top rate upon accumulating four (4) years seniority in the same classification or promotional line, as defined under Article 10, Section 1.

- E. The Culinary Assistant Intern, Culinary Worker Associate Intern, Food Court/Snack Bar Attendant Intern, Grounds Worker Intern and Building Service Worker Intern rates shall be 95% of the starting Culinary Assistant, Culinary Associate, Food Court/Snack Bar Attendant, Grounds Worker and Building Service Worker rates respectively. Time spent in an Intern status shall not count toward the normal progression across the wage scale since no seniority is accumulated for this period as per State Universities Civil Service System Statute and Rules.

- F. The over one (1) year increase for a Grounds Gardener will be effective on the first pay period following the one (1) year anniversary.

G. Skills Based Incentive

Employees hired after July 1, 2001, will be required to demonstrate successful completion of an established process* in order to move from the entry rate to the mid-rate and from the mid-rate to the top rate.

Employees shall move from the mid-rate to the top rate upon accumulating four (4) years seniority in the same classification or promotional line, as defined under Article 10, Section 1, and successful completion of the established process*.

*The process shall be established by a joint Labor/Management Committee consisting of an equal number of participants from each group. It should include, among other pertinent factors, required attendance at specific appropriate training sessions and examinations to determine if an employee is capable of exhibiting a skill level appropriate for an employee of one and a half and four years seniority. A training oversight committee made up of an equal number of representatives from management and labor will determine if an employee possesses the necessary skills to advance to the next pay rate.

Trainers will be required to participate in additional training each time it is offered by management to remain on the list of trainers. If an employee chooses not to participate, his/her name will be removed from the list.

Schedule B

Night Shift Differential

All employees under this Agreement who begin a work shift between the hours of 2:00 p.m. to 9:59 p.m. will receive a \$.30 per hour night shift differential, and those employees who begin a work shift between the hours of 10:00 p.m. to 5:00 a.m. will receive a \$.40 per hour differential for all hours worked in addition to their regular rate of pay.

Special Services Differential

A special services differential of \$.50 per hour will be paid in accordance with the following description of assignments:

Building Service Workers whose primary assignment is that of moving equipment or supplies from one physical location to another, not including that moving which is incidental to custodial duties. Primary assignments shall be defined as assignments requiring one (1) hour or longer. The Special Services Crew will also receive a differential while picking up trash on the trash route and to be paid a minimum of one hour.

The above differentials are in effect only at the time the above work is being performed. The employees will receive regular Building Service Worker's pay when performing regular Building Service Worker duties.

Schedule C

Holidays

Section 1:

All employees in a status position covered by this Agreement (Temporary, Irregular, and Extra-Help are non-status appointments and therefore not covered) shall be allowed the following holidays with pay (except those on layoff status for a period of twenty-one (21) calendar days or more): New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King, Jr. birthday, four (4) additional days to be determined by the President of Illinois State University, and any other days that may be granted by the Employer.

Part-time employees shall receive holiday pay at the same percentage as their appointment.

Section 2: Work on Holidays

Whenever an employee is required to work on any of these holidays, the employee shall receive premium compensation at the rate of one and one-half (1.5) times his/her regular rate of pay in addition to his/her regular rate of pay.

Section 3: Holidays on Sixth and Seventh Work Day

When a holiday falls on the sixth work day of the work week, the day preceding it shall be recognized as a holiday; and when a holiday falls on the seventh work day of the work week, the day following it shall be recognized as a holiday. However, if a holiday, or a day recognized as such, falls during the two (2) day interval the employee is not scheduled to work, and he/she does not work, he/she shall be eligible to receive a full day's pay for the holiday or be eligible to take off a regularly scheduled workday with pay within the next thirty (30) calendar days following the holiday at a time mutually agreed upon between the employee and the Employer. This time may be extended by mutual agreement but must be used during the fiscal year of July 1 through June 30. If the employee elects to receive pay, such pay is not considered in any calculation for overtime during the work week. For pay purposes, premium compensation as provided in Section 2 shall be paid for work performed on the day recognized by the Employer when the holiday falls on the sixth or seventh day of the work week.

Section 4: Holidays and Vacation/Sick Leave

Whenever a holiday occurs during an employee's vacation or sick leave, that holiday shall be paid but shall not be counted as part of the vacation or sick leave.

Section 5: Holidays and the Work Week

Whenever a holiday occurs within the 37.5 hour work week, the holiday shall be considered part of the 37.5 hour week for the purpose of computing overtime worked on their regularly scheduled days off.

Section 6:

An employee who is conscientiously opposed to performing work on certain yearly holidays because of a religious faith shall be allowed to use vacation for that holiday, or leave without pay if no vacation time is available.

Administrative Closure Days

If there is an administrative closure day and the employee is required to take the day off, the employee shall be paid at the regular straight-time rate of pay. If the employee is 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. Compensatory time on an hour-for-hour basis may be offered in lieu of pay at the discretion of the Employer.

Vacation

Section 1:

- A. All employees in a status position shall accrue and have available vacation in accordance with the following schedule:
 - 1. For the first, second, and third years of consecutive service, 12 workdays in each year of service.
 - 2. For the fourth, fifth, and sixth years of consecutive service, 15 workdays in each year of service.
 - 3. For the seventh, eighth, and ninth years of consecutive service, 18 workdays in each year of service.
 - 4. For the tenth, eleventh, twelfth, thirteenth, and fourteenth years of consecutive service, 21 workdays in each year of service.
 - 5. For fifteen years and beyond, 25 workdays in each year of service.
- B. When an employee leaves the service of the University for any reason, accrued vacation and compensatory time will be paid out in accordance with University policy.

C. An employee may not accumulate more than two (2) times the employee's current annual vacation accrual amount. Upon reaching this maximum, the employee will cease to earn leave except as the accumulation is reduced. Extra pay in lieu of vacation leave will not be allowed. Vacation will be granted to the extent that accrued vacation is available and can be used by an employee at any time and for any reason, subject to operating conditions that the Employer might have to impose to insure continuity of operation. Holidays recognized by the University are not counted as part of the leave.

D. Vacation shall normally be scheduled in advance. Management will make every reasonable effort to respond to employee requests for leave within two (2) work days of receipt of the request.

For Building Service Workers: If a more senior employee within the same zone submits a request within the two-day period and Management is only able to grant one request, the more senior employee's request shall be granted. After the two-day period, the more senior employee's request may be denied. Once a request has been granted, it shall not be revoked unless discussed with the supervisor.

E. A part-time employee will accumulate vacation at the rate of their appointment percentage. Per week vacation usage shall not exceed the total hours scheduled for that week.

Section 2: Vacation/Comp Time During Seasonal Layoffs

Scheduling the use of vacation or compensatory time shall normally be at the option of the employee during periods of regular seasonal layoffs (summer, Christmas, spring). This applies only to employees who are subject to recall during these regular seasonal layoffs. Leave time requests from such employees shall be approved only in increments of full days (7.5 hours) unless the employee has or will have worked some time in that particular pay period.

Sick Leave

The utilization of sick leave benefits for employee's illness, injury, or to obtain medical or dental consultation or treatment is appropriate. The usage of sick leave for family reasons is normally reserved for illness and injury of a family member when the presence of the employee is required.

Medical or dental consultation not requiring the presence of the employee, or the assumption of ill family member's household duties (including childcare responsibilities), shall not be considered as appropriate usage of family sick leave. Vacation is the proper benefit under these circumstances.

An employee may use accumulated sick leave for absences due to illness or injury of parents, spouse, or children if the illness is such that the presence of the employee is

required; such leave may also be used for illness of other family members living in the immediate household.

Acceptable evidence of illness, injury, or disability may be required before allowing any sick leave benefits.

Each employee shall accumulate sick leave with full pay at the rate of one (1) working day for each month of service. Part-time employees will accumulate sick leave at the rate of their appointment percentage. Per week sick leave usage shall not exceed the total hours scheduled for that week. The amount of leave accumulated at the time when an employee's illness, injury, or disability begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount which may be accumulated.

Any employee who is (or expects to be) absent from employment, shall notify the appropriate University supervisor immediately, and, in cases where it is known the absence will be for more than three (3) days, the employee shall notify the supervisor of the anticipated length of absence so that arrangements can be made for the employee's duties to be assumed during said absence. Failure to reasonably notify the appropriate supervisor will preclude the payment of benefits. In addition, these employees should consult with the Leave Coordinator in the Benefits Section of Human Resources to determine if a leave of absence is appropriate.

The parties agree to the terms and conditions of the Family Medical Leave Act (FMLA) which are outlined in University policy. Under the provisions contained in the FMLA, employees are entitled to intermittent leave or reduced work schedules under certain situations when such work schedule adjustments are medically necessary. The FMLA provides that employees so affected may be temporarily transferred to alternative positions with equivalent pay and benefits which are more suitable from an operational standpoint for recurring periods of leave.

The FMLA also entitles employees to reinstatement following FMLA leave periods into the same or equivalent positions.

In terms of bargaining unit employee entitlements pursuant to the FMLA, the parties agree to discuss and resolve issues of reinstatement or alternative position assignment as would be affected by the terms of the collective bargaining Agreement.

Bereavement Leave

Bereavement is a time of emotional healing in conjunction with the death of a covered person. Bereavement leave is not limited to the funeral, but also includes the time period immediately after the death of the covered person.

Upon request, an employee in a status position shall be granted without loss of pay bereavement leave of up to three (3) work days for a member of the employee's immediate family or household, and of one (1) work day for a relative outside the employee's immediate family or household.

For the purpose of definition, the Employer considers members of the "immediate" family to be husband, wife, domestic partner, mother, father, step-parents, brother, sister, children, mother-in-law, father-in-law, grandparent, grandchildren, or any other relative within the first degree of relatedness living in the same household.

The definition of "relative" outside the immediate family or household, for our purposes, shall be aunt, uncle, niece, nephew, brother- and sister-in-law, son- and daughter-in-law, cousin (in the first degree).

Bereavement leave benefits are not granted in the event of the death of a member of the employee's spouse's family unless specifically stated above. For example, grandparent refers specifically to the grandparent of the employee. Additional time off above these limitations may be approved but will be charged to accrued vacation or accrued compensatory time, provided the time away from work is approved by the employee's immediate supervisor. The death of an individual whose relationship to the employee was established by marriage shall not qualify the employee for bereavement leave if the marriage has been severed by a final decree of divorce.

Part-time employees shall receive this benefit at the rate of their appointment percentage and according to University policy.

Unpaid time off for child bereavement will be provided in accordance with the Illinois Child Bereavement Act.

Schedule D

Building Service Worker Overtime Procedures

<p>Athletics including Horton East, Arena, Kaufman, Hancock & the Baseball, Soccer, and Softball facilities and restrooms.</p> <p>1st: Area 2nd: Building 3rd: Zone 12 4th: Shift 5th: Classification</p>	<p>Student Fitness Center including Pool/McCormick</p> <p>1st: Area 2nd: Building 3rd: Zone 4th: Shift 5th: Classification</p>
<p>Bone</p> <p>1st: Separate shift by seniority 2nd: Building 3rd: Shift 4th: Classification</p>	<p>Trash Rooms</p> <p>1st: Area if definable 2nd: Packer & Sorting Training List by zone 3rd: Packer & Sorting Training List by shift 4th: Classification by list</p>
<p>Residence Halls</p> <p>1st: Area if definable 2nd: Zone if definable 3rd: Shift 4th: Classification</p>	<p>All Other Buildings including Horton & Metcalf Pools</p> <p>1st: Area if definable 2nd: Building if definable 3rd: Zone 4th: Shift 5th: Classification</p>
<p>Dining Halls</p> <p>1st: Area if definable 2nd: Area Crew (Dining Staff) 3rd: Zone 4th: Shift 5th: Classification</p>	

List of Memorandums of Understanding (MOU'S)
Effective July 1, 2021, through June 30, 2025

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Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110

Administration of Call Backs During the Summer Period

Illinois State University and AFSCME Local 1110 agree that, for the Summer Period, as summer business dictates, positions will be offered to laid-off employees on a seniority basis by classification for those areas needing additional employees and that, when the University engages in such a "Call Back" during the Summer Period pursuant to Section 11.01 A of the collective bargaining agreement, the following will apply to employees on the Summer Bid who are working in a classification that is lower than their regular classification during the academic year ("Impacted Employees").

1. In "All Employee" Summer Call Back situations, when all laid-off EMDH employees are called back to work and offered positions for a specific Summer Call Back (e.g., Special Olympics):
 - a. The Impacted Employee is not entitled to Call Back to their regular classification. However, the Impacted Employee will receive the rate of pay for their regular classification, rather than their Summer Bid classification, for any work the Impacted Employee performs during that specific Summer Call Back period, regardless of whether the work performed is in their regular classification or any lower classification within their promotional line.
 - b. The University is not obligated to offer work to an Impacted Employee on any days/hours the Impacted Employee is not scheduled to work in their Summer Bid position or for any other time that would cause the Impacted Employee to work on an overtime basis.
2. In all other Summer Call Back situations, Impacted Employees will not be entitled to Call Back to their regular classification or otherwise receive the rate of pay for their regular classification (unless the University assigns to temporarily perform work in their regular classification for a period of one hour or more), even if lower senior employees are Called Back into the Impacted Employee's regular classification.

3. The University will attach this Memorandum to future summer bid sheets. If an inadvertent error occurs, this does not invalidate the remainder of the MOU.

For the Union:

/s/ Renee Nestler 5/2/22
Date

/s/ Charles E. Carver 5/2/22
Date

For the University:

/s/ Angie Doolin 5/4/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
Alternate Discipline

The parties have agreed to alter the steps of the traditional discipline plan to allow for letters to substitute for unpaid suspensions as outlined in Article VII. The only difference intended to be experienced by the employees in the bargaining unit is the elimination of unpaid suspensions. All other aspects of the process will remain unchanged. Specifically, the parties have agreed to the following as the alternative steps are implemented:

- Pre-discipline meetings will continue to be conducted by the department or Human Resources and consistent with current practice. There will be no change in this regard.
- The University will continue to issue discipline for specific infractions consistent with current practice. Infractions will only be grouped if they would have been grouped under the traditional plan.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Arborist Certification and Training

The parties support personal professional development of staff. To this end, the University and AFSCME Local 1110 agree to the following for Arborist Certification and Training:

1. Employees will be notified at least two (2) weeks prior to the training and given the opportunity to volunteer to attend.
2. Management will determine the number of employees to be offered this opportunity.
3. Grounds Workers will be offered this opportunity by seniority. In order for all Grounds Workers to have an opportunity before anyone receives a second opportunity, management will continue down the seniority list to the next Grounds Worker to offer subsequent opportunities for this training. Once the list has been exhausted, they will begin at the top again.
4. In order to attend training during regular hours, and to minimize the disruption to normal operations, during the training period (currently six (6) consecutive weeks) the employee's work schedule during training weeks will be Tuesday through Saturday. Hours will be determined based on the training schedule and operational needs.
5. Once determined, employees will be notified of schedule modifications as soon as practicable prior to the training, unless the employee agrees otherwise.
6. The employee will pay for membership dues, workshops, and books (payment #1 currently \$395) and the exam fees (payment #2 currently \$150) for Arborist Certification Training. Employees who successfully complete the training and receive certification will be reimbursed by the University for the above-referenced expenses. Registration and reimbursement will be coordinated through the Facilities Management Training and Development Group. In the event of extenuating circumstances, at management's sole discretion, the requirement of successful completion to receive reimbursement may be waived.
7. Employees are expected to maintain this certification beyond the initial term. Any costs associated with recertification will be the sole responsibility of the employee.

8. An employee granted the opportunity to attend Arborist Certification Training who withdraws before successfully completing the training shall not be allowed another opportunity except at management's sole discretion.

If any of the above provisions prove to be ineffective for Management or the Union, both parties agree to meet to attempt to resolve the issue.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Bakery Assistants, Associates, and Specialists L/M Committee

Labor/Management for the Bakery Assistants, Associates, and Specialists:
The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations on a schedule agreed to by Management and the Union, a minimum of two (2) Labor/Management meetings will be held each year, one during the fall school semester and one during the spring school semester. The meetings will be attended by no more than two (2) employees in Bakery classifications (one of which will be a Bakery Specialist), and representatives from Management and the Union's Executive Team.

In the event that Management determines that these meetings should be merged with the other Event Management, Dining and Hospitality Labor/Management meetings that meet on a more regular basis, they will inform the Union, and the meetings will be merged. If, after being merged with the other Event Management, Dining and Hospitality Labor/Management meetings, Management determines that the meetings should no longer be merged, they will inform the Union, and the meetings will revert back to the format in the above paragraph.

Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. If attendance is during off-duty hours, employees shall be credited with compensatory time. Employees must give reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University.

Each area team shall have responsibility for the following:

- a) Setting meeting dates, times, and locations.
- b) Agenda preparation for subsequent meetings.
- c) Development of area subcommittees as needed.
- d) Training for committee members.

No Labor/Management Team will have authority to discuss, change, modify, or infringe upon issues which are related to wages, hours, and terms and conditions of employment. Whenever a matter relating to wages, hours, terms and conditions of employment is raised, the matter shall be suspended until express agreement to continued involvement by the Labor/Management Team has been achieved through the collective bargaining process. Whenever there is discussion over off-limit activities or other matters which are normally reserved to the collective

bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established. Any outcome of this committee process shall not be used as the basis or rationale for layoffs.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
BSW Call In Procedure

The parties agree to establish a call in procedure for Building Service Workers that further explains the terms of the Collective Bargaining Agreement for employees who cannot work their scheduled shift.

The parties agree that:

Employees are allowed to call *their* supervisor “immediately” as long as they leave certain information for their supervisor. The employees must still call their immediate supervisor’s office phone number. The information the employee needs to leave includes:

- The employee’s name;
- The amount of time the employee expects to be absent;
- What type of benefit the employee is using (sick leave, comp time or vacation³); and
- A call back number where the employee can be reached.

If the employee is unable to leave a message on the supervisor’s office phone, the employee is expected to call the supervisor’s work cell phone which will be provided.

If the employee wishes to speak directly to their supervisor, they can still do so by calling their supervisor’s phone number ten (10) minutes prior to the start of their shift.

Should an employee fail to follow these guidelines, he or she may be subject to discipline.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date

³ Please note that comp time and vacation may be denied based on operational needs.

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110

Disciplinary Process Timeliness

During negotiations the University and the Union discussed modifications to the labor agreement to expedite the disciplinary process. While this is not always practical, it is mutually agreed that timeliness is in the best interests of both parties. In support of this mutual interest, the University will continue its practice of notifying the Union by email if there will be a significant delay in the processing of a disciplinary issue. The University will also continue its endeavors to identify these situations as far in advance as possible and notify the Union.

In order to preserve the confidentiality of the disciplinary process, and to protect the privacy of those involved, the Union agrees to keep any information provided by the University in the strictest of confidence.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Event Management, Dining and Hospitality Overtime Process

During negotiations the University and the Union discussed modifications to the labor agreement. While it was the intent of the parties to bargain all issues, there was one issue where insufficient information was available. Therefore, it is mutually agreed that if Event Management, Dining, and Hospitality decides to initiate an electronic overtime system during the term of this agreement, Article XV, Section 15.04 may be reopened for negotiation at the request of the University or the Union.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
Golf Course Schedule

Both parties agree that all represented Golf Course employees (including the Equipment Service Worker) will work one of the following schedules:

Total Regular Hours	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
37.5	8.0	8.0	8.0	8.0	5.5	Off	Off
37.5	8.0	8.0	8.0	8.0	Off	Off	5.5

If an Extra-Help employee or Student Worker is not available to work his/her scheduled shift, and Management chooses to fill the shift, the work will be offered in accordance with the labor agreement to a Greens Worker.

This MOU will remain in effect for the term of the current labor agreement.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Greens Worker Skill Based Incentive

The parties agree that the attached 18 month and 48 month selection forms dated March 13, 2012, satisfy the requirement of an established process in accordance with Schedule A of the collective bargaining agreement. These forms will be used to determine qualification for Skills Based Incentive (also known as Pay for Skill) for eligible Greens Workers. Employees will be given the appropriate selection form approximately 30 days prior to reaching the associated anniversary date and must return it to management not less than 10 days prior to reaching the associated anniversary date. It is further agreed that the employee is not entitled to the additional compensation until he/she satisfies the applicable requirements. Retroactivity will not be allowed if the failure to qualify is the fault of the employee.

This agreement will continue to be in effect for the duration of the current negotiated agreement, which runs through June 30, 2025.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

**PAY FOR SKILL
SELECTION FORM
18 MONTHS
Greens Worker**

Employee Signature: _____ Date: _____

18 Month Date: _____ Management Signature: _____

Union Signature: _____

Each employee must successfully complete all Mandatory Training and demonstrate suitable proficiency in the Major Training areas, as indicated below, during the first 18 months of employment. It is understood that employees will also successfully complete all applicable training prescribed by ISU policies.

MANDATORY TRAINING

Date Completed:

- | | |
|---|-------|
| 1. Illinois Department of Agriculture Pesticide Operators License | _____ |
| 2. Bobcat Training | _____ |

MAJOR TRAINING

Must show suitable proficiency as indicated below.

- | | Reviewed by: |
|---|---------------------|
| • Mulched areas (All) | |
| a. Understand Need | _____ |
| b. Depth of Application | _____ |
| c. Weed Control | _____ |
| • Turf Care (Select 4) | |
| a. Aerifying _____ | _____ |
| b. Overseeding _____ | _____ |
| c. Cutting height _____ | _____ |
| d. Leaf abatement _____ | _____ |
| e. Grass seed _____ | _____ |
| f. Sod installation _____ | _____ |
| • Customer Service Scenario (Employee draws card containing 1 of 5 scenarios) | |
| a. TBD | |
| • Checking Equipment (Select 3 and describe how to safely operate each one.) | |
| a. TBD | |
| b. TBD | |
| c. TBD | |
| d. TBD | |
| e. TBD | |
| f. TBD | |

3/13/12

**PAY FOR SKILL
SELECTION FORM
48 MONTHS
Greens Worker**

Employee Signature: _____ Date: _____

48 Month Date: _____ Management Signature: _____

Union Signature: _____

Each employee must successfully complete all Mandatory Training and demonstrate suitable proficiency in the Major Training areas, as indicated below, before the completion of 48 months of employment. It is understood that employees will also successfully complete all applicable training prescribed by ISU policies.

MANDATORY TRAINING

1. Successfully complete 18 month Pay for Skill. Date Completed _____

MAJOR TRAINING

Must show suitable proficiency as indicated below.

1. Successfully complete (Select 2)

- Training
 - Illinois Department of Agriculture Pesticide Applicator License _____

- Skills Test Reviewed by:
 - Bucket Truck Training _____ _____
 - JLG Lift Training _____ _____
 - Bobcat Skid Steer Loader Training _____ _____

3/08/16

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110

Grounds Worker Temporary Upgrade to Grounds Foreman

The parties agree to the following parameters to be used to temporarily upgrade status Grounds Workers to the position of Grounds Foreman.

- Grounds Workers must be employed four consecutive years within the department before being eligible for the program.
- Interested candidates will be required to qualify, take, and pass the Grounds Foreman exam.
- Management will post jobs and interview off the Foreman register.
- Acceptable candidates from the interviews will be placed on a list.
- Management will notify the union prior to the upgrade of any Grounds Worker.
- The pay will be 10% above the top Grounds Worker rate.
- The upgrade will be for a minimum of one day and a maximum of four consecutive weeks.
- Any and all temporary upgrades can be stopped after the one day period.
- The candidates on the list will be required to complete the Facilities Management Temporary Foreman training program. They will be eligible to participate if an upgrade becomes available regardless of their status within the training program. The candidates on the list will be trained once annually.
- Temporary foreman will not be responsible for disciplinary actions and attendance concerns but will report the need for such actions to their supervisor.
- Temporary foreman will not have access to personnel files, evaluations, or attendance cards.
- At the end of each term, the temporary foreman will be evaluated by the supervisor. This is one factor that will be used to determine if they will be selected again.
- During the upgrade period, the temporary foreman will be eligible for the foreman overtime only.

If this understanding proves to be ineffective for either party, both parties agree to meet to discuss the issue.

For the Union:

/s/ Renee Nestler 5/2/22
Date

/s/ Charles E. Carver 5/2/22
Date

For the University:

/s/ Angie Doolin 5/4/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
Labor/Management Teams

Illinois State University (“University” or “Employer”) and AFSCME Council 31, Local 1110 (“Union”) agree as follows:

- A. Following ratification of the Collective Bargaining Agreement currently under negotiation (“CBA”), the parties will request training from the Federal Mediation and Conciliation Service (“FMCS”) on the effective use of Labor/Management Committees. This training will be provided to those bargaining unit and Employer representatives who are currently assigned to the Labor/Management (“LM”) Teams provided for in Article 18 of the CBA. The AFSCME Staff Representative and a representative of University Labor Relations will also participate.
- B. Beginning the first full month following completion of the FMCS training provided for under Section A, above, and continuing each month for a total of six (6) months, one (1) regularly scheduled EMDH LM Team meeting each month, one (1) regularly scheduled Building Services LM Team meeting each month, and one (1) regularly scheduled Grounds LM Team meeting each month will be combined into a single meeting. The AFSCME Staff Representative and a representative of University Labor Relations will also participate in these monthly meetings, which will be scheduled at a mutually agreeable date, time, and location. Topics to be discussed in these meetings include:
- Telephone usage for emergency
 - Training performed by employees
 - Severe weather administrative closure (Snow emergency-accommodations)
 - EMDH Flex and Flex/Relief positions
 - EMDH Staff Expectations #16 – Employee Meal Details (Snack Bar Attendants)

Following the completion of the 6th monthly meeting, additional combined monthly meetings may continue to be held with the mutual agreement of the University and the Union.

C. Other than the combination of the three (3) individual regularly scheduled LM meetings into a single LM meeting each month, all provisions of Article 18 of the CBA apply to these meetings. The University and the Union specifically agree these LM meetings are not to be used for bargaining and that this Agreement does not authorize the LM team(s) to change or modify the collective bargaining agreement.

This Memorandum of Understanding shall expire upon completion of the combined monthly meetings established herein.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
Metcalf Butterfly Garden

The Metcalf Butterfly Garden is bordered on the north and east by the existing chain link fence. The south border is the yew hedge located north of the sidewalk to Hayden Auditorium. The west border is an imaginary line extending north from the northwest corner of the building.

Maintenance work within the boundaries of the garden is clearly within the Grounds Department jurisdiction. However, due to the desire to aid in scientific education of young students, volunteers within the Metcalf community may plant flowers and shrubs (with notification to Grounds Department), water all plants, mulch, and remove weeds within the boundaries.

All other maintenance work is restricted to the Grounds Department including, all mowing, string trimming, stripping of sod, delivery of mulch, installation of bricks, and maintenance of fences and bicycle racks, etc.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 1110
Metcalf Lunch

The parties agree to the following:

1. Culinary Associates will be called in by seniority for a minimum of two (2) hours in order to prepare the Metcalf lunch.
2. If a Food Service Sanitation Laborer is working in the kitchen that prepares the Metcalf lunch, then the Culinary Associate being called in will be offered four (4) hours of work. The additional time will be spent cleaning in the unit.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Recycling of Fluorescent Lamps

The parties agree that Building Services will take spent fluorescent lamps to designated locations for University Recycling to collect. University Recycling will collect full boxes of spent fluorescent lamps at the designated locations and take the necessary steps to ensure proper recycling of the lamps.

It is also agreed that the removal of recyclable goods is a shared responsibility of University Recycling and the Building Services Workers.

This memorandum will remain in effect for the life of the current collective bargaining agreement.

For the Union:

For the University:

/s/ Renee Nestler

5/2/22

Date

/s/ Angie Doolin

5/4/22

Date

/s/ Charles E. Carver

5/2/22

Date

/s/ Janice Bonneville

5/5/22

Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

Short Academic Breaks

If Event Management, Dining and Hospitality does not lay off for a short academic break (e.g. Labor Day Weekend, Fall Break, Martin Luther King Jr. Weekend, Easter) both parties agree to the following:

1. The informational letter outlining that particular break will be posted two (2) weeks in advance of the first affected day of the break. Minimum employment needs for each unit will be posted at this time.
2. Vacation requests may be submitted any time prior to this posting, but no later than the third day after the posting is up. Requests will not be considered until this time.
3. Vacation requests will be honored in seniority order in each unit.
4. Notification of vacation request status will be given to employees one (1) week prior to the first affected day of the break.
5. Employees may be assigned to work different hours during these breaks. In an emergency, hour changes may be made with a 24-hour notice.
6. Employees may be assigned to work in different buildings during these breaks. This movement will be by volunteer or mandatory by reverse seniority of all employees in units that are not in operation.
7. In an emergency, employees may be moved building to building within the employee's scheduled hours on that day.
8. In the event one employee wishes to work in a unit where no minimums were set and the unit is not in operation, the employee will be given work in another unit with working hours as close to the employee's regular hours as possible.
9. In a unit where customers are not being served, management and employees will determine one shift for all work.
10. If any of the above provisions prove to be ineffective for Management or the Union, both parties agree to meet to attempt to resolve the issue.

This agreement will remain in effect for the life of the current collective bargaining agreement.

For the Union:

/s/ Renee Nestler 5/2/22
Date

/s/ Charles E. Carver 5/2/22
Date

For the University:

/s/ Angie Doolin 5/4/22
Date

/s/ Janice Bonneville 5/5/22
Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 1110

University High School Tree/Picnic Area and Flower Plot

The Tree/Picnic Area and Flower Plot at University High School will serve as an educational plot the Environmental Science Instructor can use in order to enhance the learning experience of students. The area will be treated as a living exploratory area.

These areas will be maintained by Environmental Science students. The area will also serve as a community service plot for the University High School Eagle Scout members. University High school will maintain these areas year round (100% of the time).

University High School may use resources (instructions, demonstrations, tree fertilizer, mulch supply, etc.) as needed from the Grounds Department in Facilities Management.

This memorandum will remain in effect until June 30, 2025, unless mutually agreed by both parties.

For the Union:

For the University:

/s/ Renee Nestler 5/2/22
Date

/s/ Angie Doolin 5/4/22
Date

/s/ Charles E. Carver 5/2/22
Date

/s/ Janice Bonneville 5/5/22
Date