

Agreement

by and between

The Board of Trustees of Illinois State University

and

**Local 26 of The International Brotherhood of
Teamsters, Chauffeurs, Warehousemen, and
Helpers, AFL-CIO**

**Effective July 1, 2019
Through June 30, 2023**

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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 referred to as the Employer, and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers, Local 26, hereinafter referred to as the Union, Witnesseth:

Article 1: Recognition and Authorization

Section 1.01: Classes Represented

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 certified by the Illinois Educational Labor Relations Board in 2000-RC-0001-S and 2003-RC-0004-S consisting of the following position classifications:

- Driver
- Field House Facilities Attendant
- Recycling Assistant
- Route Driver
- Route Driver Helper
- Mailing Equipment Operator/Expeditor I, II

This agreement is authorized by the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq. and 110 ILCS 70/36d).

Section 1.02: Addition of Other Classifications

In the event the Union seeks to add to the bargaining unit a classification which may be appropriate to the bargaining unit, the parties agree to meet to discuss the inclusion of the classification in the bargaining unit. The final determination as to the appropriateness of the inclusion of additional 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 classification in the bargaining unit shall not remove the classification from the bargaining unit as long as the type of work performed by the classification remains the same.

Article 2: Limitations

Section 2.01: Applicable Laws, Policies, & Guidelines

This Agreement is subject to:

1. Applicable Federal and State laws as such laws may be 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 Regulation as such may be amended from time to time, except as expressly provided 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 the Agreement;
5. State Universities Civil Service System Statute and Rules as may be amended from time to time;
6. Rules & Regulation of the State Universities Retirement System as may be amended from time to time.

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 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 employees for just cause;

- Increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for health and safety reasons;
- Reallocate positions to higher or lower job classifications;
- Establish, modify, combine, or abolish job classifications;
- Determine the purpose of each of its service areas;
- Determine its mission, policies, and to set forth all standards of service offered 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;
- Make, publish, and enforce rules and regulations;
- Determine dress code.

Article 4: Negotiations and Exclusive Recognition

Section 4.01: Protected Activity

Each employee may make his/her own personal decision with respect to the Union or other employee organization membership, without intimidation or coercion. There will be no discrimination against employees because of Union membership or because the employee is acting as representative of the Union or its members or other nonacademic employees pursuant to the provisions of this Agreement.

Section 4.02: Union Steward

The local Union shall retain the right to appoint a Union Steward to represent the employees in the bargaining unit. The Employer shall be notified in writing by the Union as to the identity of the Steward. The Employer shall be notified in a like manner of any changes of same.

Stewards, upon requesting permission from the appropriate member of management (who shall be identified on an annual basis), shall be permitted to devote reasonable time during working hours without loss of pay to investigate or process grievances or disputes provided their absence does not substantially interfere with the Employer's operations. It is understood that employees who have been given permission to investigate grievances may be called back when operations require their immediate presence. No employees or Union representatives shall leave work to investigate, file or process grievances without first making arrangements with their immediate supervisors or designees as well as the supervisor of any unit to be visited. Such arrangements shall not be denied in

an arbitrary and capricious manner. The Employer reserves the right to require reasonable documentation of time spent in processing grievances.

Section 4.03: Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Union is the authorized negotiating representative for the employees described in Article 1, and that said employee is eligible for membership in the Union.

Article 5: Dues Deduction

Section 5.01: Dues Deductions

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 5.02: Acknowledgement of Applicable Law

The Employer and the Union agree to comply with and abide by all applicable state and federal laws.

Section 5.03: Employer Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this Article; and in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this Article.

Article 6: No Strike/No Lockout

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements, or controversies over hours, wages, and terms and conditions of employment, there shall be no strikes, work stoppages, or slowdowns, or any other form of concerted job action during the term of this Agreement. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

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

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

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 shall be issued in accordance with the University's current disciplinary process: Valuing Individual Performance.

Any employee covered by this Agreement shall have the right to Union representation at any investigatory meeting that may result in the application of discipline or at any disciplinary hearing. The Union and the employee shall normally be given prior notice to the commencement of any such meeting. 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: Timeliness

Disciplinary action shall be issued within thirty (30) days of the infraction unless the investigatory process is outside the immediate department. In such cases the Union shall be updated on the investigation upon request.

Section 7.03: Discipline of Probationary Employees

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

Section 7.04: Grieving Discipline

Grievances involving suspensions or discharge of status employees shall be initiated at Step 3 of the grievance procedure.

Section 7.05: Notification of Discharge

If the Employer finds it necessary to initiate discharge or demotion proceedings against an employee covered by this Agreement, both the Union and the employee shall be notified of the intent to discharge/demote. If during the processing of the

discharge/demotion through the State Universities Civil Service System process the employee wishes to protest such action, a grievance may be filed at Step 3 of the grievance procedure. The discharge/demotion proceeding shall not be finalized until the State Universities Civil Service System requirements have been met or the grievance, if one is filed, is responded to at Step 3. If a grievance is filed, the University's response shall contain an outline of the options available to the employee with respect to further pursuit of the matter. If the grievance is denied and the discharge/demotions process is moved forward, the employee may:

1. Elect to follow the procedures for review specified in the State Universities Civil Service System Statute and Rules.
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of this collective bargaining agreement. If the employee elects to follow the procedures specified in the State Universities Civil Service System Statute and Rules, initiation of such action shall constitute a waiver of any rights which either the employee or the Union might otherwise have exercised under the grievance procedure of this collective bargaining agreement with respect to said discharge.

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

Article 8: Grievance Procedure

Section 8.01: Definition

A grievance is a dispute or difference between two 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 five (5) workdays after the Union knows or should have known of the condition causing the grievance filed.

Section 8.03: Time Limits

Failure of the grievant or the Union to comply with the 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 not prohibit the Union from advancing the grievance to the next step. Time limits may only be extended by mutual agreement of the parties. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

Section 8.04: Employee Representation

An employee or group of employees may at any time present grievances to the Employer at Step 1 or Step 2 (described below) 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. Only the Union can forward grievances to Step 3.

Section 8.05: Steps Within Procedure

Step 1: Within five (5) workdays after the first occurrence, or within five (5) workdays 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 five (5) 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 Step 1 response shall be reduced to writing and signed by the grievant and 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 five (5) workdays of 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.

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 of Labor Relations or designee in Human Resources within ten (10) workdays after the Step 2 response. Human Resources shall initiate scheduling a meeting no later than fifteen (15) working days after submission to Step 3. The Director of Labor Relations or designee, the grievant and Union representative will meet at a mutually agreeable time. The Director of Labor Relations or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

Section 8.06: Other Provisions

The Employer shall notify the Local 26 President in writing of the designated representative of each department for receipt of Step 2 and Step 3 grievances. The Union shall notify the Employer in writing of the names of the Stewards.

If the grievance is one from an individual employee, the aggrieved employee and Union representative shall be given release time, as necessary, to attend grievance meetings.

If the grievance is one from a group of employees or a class action grievance, two (2) of the grievants representing the class, shall be given release time to attend grievance meetings, as necessary, in the processing of the grievance.

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 twenty (20) workdays after receipt of the Step 3 response.

Within thirty (30) 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. Both parties shall have the right to reject an entire list of arbitrators one (1) time during the selection process. The parties shall meet in person or by telephone and alternately strike names, until a single name remains. The cost of the arbitrator and meeting room shall be borne equally by both parties; the cost of service of a court reporter, transcript, and all other costs incurred by arbitration shall be borne by the party requesting the same unless mutually agreed otherwise. 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 the 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 of law. The arbitrator shall submit in writing an award within thirty (30) calendar days following the close of the hearing or 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 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 provision of this section, the decision of the arbitrator shall be binding on the parties.

Article 10: Hours of Work

Section 10.01: Hours of Work

The basic workweek for all full-time employees covered by this Agreement shall be as defined in the Illinois State University policies and procedures. The workday may be broken up by an unpaid lunch period. For Field House Facilities Attendants, temporary schedule changes will be made by the University in accordance with past practice and with due consideration to the impact on employees.

Permanent schedule changes shall be made with a thirty-day (30) advance notice to be given to the employee unless otherwise agreed upon by the employee and the Employer. However, with the same thirty-day (30) advance notice, temporary schedule changes can be made for academic breaks for no less than one (1) week in duration.

Section 10.02: Overtime

All work performed in excess of thirty-seven and one-half (37.5) hours per week shall be deemed overtime work and paid for at one and one-half (1.5) times the employee's regular hourly rate of pay. Time and one-half (1.5) the employee's hourly rate of pay shall be paid for work under the following conditions:

- 1) Daily – all work performed in excess of seven and a half (7.5) hours in any workday.
- 2) Weekly – all work performed in excess of thirty-seven and one-half (37.5) hours in any workweek.
- 3) 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 assignment. The granting of such request shall be at the discretion of the Employer. If the request is denied, the employee shall be paid at the appropriate rate. If the request is granted, the use of accumulated compensatory time shall be granted based on the operational needs of the unit. Compensatory time may be accumulated to a maximum of seventy-five (75) hours. Compensatory time is banked until used or paid out at time of separation of service with the Employer.

If after all employees in a particular classification have been contacted for overtime and either cannot be reached or have refused to work an overtime assignment, the overtime assignment may be forced by inverse order of seniority within the same unit.

In the interest of customer service, the Employer maintains the right to go outside the bargaining unit to get work done if employees are not available.

Section 10.03: Work on the Sixth and Seventh Day Off

All work on the sixth (6th) or first day off shall be at one and a half (1.5) times the employee's rate of pay regardless of the number of hours worked in the previous week. All work on the seventh (7th) or second day off shall be paid at two (2) times the employee's rate of pay, provided the employee has worked on the sixth (6th) or first day off in the work week.

Section 10.04: Call Back

An employee who has left the University and is called back 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 (sixth and seventh day), that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

On a regular workday, if an employee is notified one (1) hour or more prior to the end of his/her shift or works prior to his/her scheduled starting time, it shall be paid as hours worked.

Section 10.05: Breaks

Employees are eligible for two (2) fifteen (15) minute breaks per workday. The rest period is to be preceded and followed by an extended work period. Breaks are to be normally taken on campus and at the work location.

If an employee is required to work daily overtime, he/she shall receive a fifteen (15) minute break after each two (2) hours of overtime.

Section 10.06: Release Time

Employees covered by this Agreement shall be eligible for the same opportunities for release time as other Civil Service employees. Release time suggests that an activity or event is officially supported by the University and supervisors are able to provide paid time off to attend such functions based on operational needs of the unit.

Article 11: Wages

Compensation of employees covered by this Agreement shall be set forth as in Schedule A.

Article 12: Benefits

Section 12.01: Employee Benefits

The employees covered under this collective bargaining Agreement shall be entitled to the specific benefits (Health, Retirement, Leave of Absence, Vacation, Holidays, etc.) identified for non-exempt Civil Service staff in accordance with University Policy, as amended from time to time.

Benefits under the control of the Employer will not be diminished during the life of this Agreement, and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made to other employees of the Employer.

Article 13: Seniority

Section 13.01: Seniority Determination

Seniority shall be by classification, based upon the length of service from the date of employment in the classification and in accordance with the State Universities Civil Service System's Statute and Rules. Layoff and rehiring shall be conducted on the basis of seniority and in accordance with State Universities Civil Service System Statute and Rules. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

Seniority shall prevail for the purpose of days off and start time when openings occur in the department.

Section 13.02: Seniority Lists

Seniority lists in the classifications covered by this Agreement shall be revised annually as of January 1st by the Employer. A copy shall be furnished to the Union no later than February 15th. Seniority shall be expressed in years, months, and days for each employee in their current classification.

Article 14: Work Jurisdiction

In the case of jurisdictional disputes, representatives of the Employer and the Unions involved will meet within ten (10) workdays to resolve the issue. This time period may be extended by mutual consent of all parties. It is understood that jurisdictional issues shall be settled among the Unions concerned and the Employer and that the Employer shall not make any changes in an already established work assignment until there has been an agreement on the part of all Unions concerned and the Employer that such changes are in accordance with their mutual consent. Resolution of the issues will be reduced to writing and shall be binding on all parties.

If satisfactory agreement cannot be reached within five (5) working days of the final meeting held to discuss the matter, that dispute will be referred to the Director, Labor Relations. The Director, Labor Relations or designee shall conduct a meeting to hear the issue and will render a decision within ten (10) working days following the meeting. This decision shall be final and binding on all parties.

If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Union in expediting in every way possible the matter of final resolution. The Employer reserves the right of decision, pending settlement among the Unions concerned, as to the work assignment and declares that such decision will be based not only on the Union agreements as above mentioned but also on what is operationally reasonable for the department(s) involved.

In the event the Employer notifies the Union that a question of jurisdiction exists and the Union does not make an effort to defend its jurisdiction within thirty (30) calendar days, it shall be considered by the Employer a waiver of jurisdictional rights.

The parties acknowledge that there is overlap in work functions between this bargaining unit and other bargaining units on campus and that this overlap is incorporated into past practice that has evolved on campus.

Article 15: Health and Safety

In order to have a safe place to work, the Employer agrees to comply with laws applicable to its operations concerning the safety of employees covered by this Agreement. Both parties agree that employees covered by this Agreement shall comply with all safety rules and regulations established by the University and those established for the protection of the public.

Article 16: General Provisions

Section 16.01: Non Discrimination

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.

Section 16.02: Bulletin Boards 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 board designated for the exclusive use of the Union.

Requests for the use of University facilities for Union meetings shall be allowed but must be authorized by Human Resources.

Section 16.03: Union Activity

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called and agreed to by the Employer, provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses, or grievants, and such attendance does not substantially interfere with the Employer's operations.

Section 16.04: Visits by Union Representative

The Employer agrees that Union representatives, or any Union officials not employees of the University, shall have full and free access during working hours to visit or inspect a work area, investigate grievances, and/or meet with University representative. It will be the responsibility of the Union official or the local Union officer to inform the Director, Labor Relations or designee of any intended meeting or visit.

Section 16.05: Appropriate Dress

All employees are expected to wear appropriate and safe clothing for the job that they perform.

Section 16.06: Subcontracting

The Employer shall not subcontract any bargaining unit work when necessary equipment and manpower are available.

Section 16.07: Boots and Uniforms

1. The following applies to Drivers, Recycling Assistants, Route Drivers, Route Driver Helpers, and Mailing Equipment Operator/Expeditors:

The Employer shall provide employees with steel-toed boots. The Employer will also provide uniforms based on the practice already established in the department.

2. The following applies to Field House Facilities Attendants:

On an annual basis the Employer will provide employees with steel-toed boots upon request by an employee; however, if the boots are provided, then the employee shall be required to wear the boots at all times during his/her shift.

Section 16.08: New Hire Report

On a semi-monthly basis the Employer will provide the Teamsters Local 26 President with a list containing the name, classification, and date of employment of employees hired into a classification covered by this Agreement since the production of the last new hire report. This report is not required when no employees were hired into a classification covered by this Agreement.

Article 17: Labor/Management Committee

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings are held between Union representatives and Employer representatives. A Labor/Management team will be established and regularly scheduled meetings will be held. The Union shall be notified in writing of scheduled meetings.

Each party shall designate their respective team members. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. 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.

The Labor/Management team shall have responsibility for:

- 1) Setting meeting dates, times, and locations.
- 2) Agenda preparation for subsequent meetings.
- 3) Development of area subcommittees as needed.
- 4) Training of committee members.

No Labor/Management team will have the authority to discuss, change, modify, or infringe upon issues that 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 continue 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 that 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 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.

Article 18: Period Covered

Section 18.01: Period Covered

This Agreement shall become effective July 1, 2019, and remain in full force and effect through 11:59 p.m., June 30, 2023. This Agreement shall automatically be renewed thereafter from year to year unless either party notifies the other in writing as least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations will be undertaken without undue delay.

Section 18.02: Status During Negotiations

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of the Agreement terminate the same by giving at least ten (10) days written notice of its intention to so terminate.

Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article 6, No Strike/No Lockout.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this 25th day of October, 2019.

ILLINOIS STATE UNIVERSITY

BY /s/ Michael D. Kruger 10-22-19
Negotiations Chief Spokesperson

BY /s/ Larry H. Dietz 10/25/19
President

BY /s/ Janice Bonneville 10/24/19
Interim Associate Vice President
for Human Resources

BY /s/ Dan Stephens
Vice President,
Finance and Planning

TEAMSTERS, LOCAL 26

BY /s/ Patrick A. Gleason
President

BY _____

Schedule A

Section 1: Base Wage Rates

A. Base wage rates as of July 1, 2019, are as follows:

Classification	Starting Rate	1-Year Rate
Driver	\$24.51	\$25.80
Route Driver	\$19.30	\$20.32
Mailing Equipment Operator/Expeditor I	\$14.37	\$15.13
Mailing Equipment Operator/Expeditor II	\$16.01	\$16.85
Field House Facilities Attendant	\$15.05	\$20.35

B. FY2020, FY2021, FY2022, and FY2023 Base Wage Rate Increases

Except as provided in Sections 1C and 1D, below, base wage rates will be adjusted by the same percentage and terms (including but not limited to effective date and retroactivity) as the publicly announced campus wage program/merit increase, if any, for non-negotiated University employees in FY2020, FY2021, FY2022, and FY2023.

Should the publicly announced campus wage program/merit increase in any of these fiscal years be less than two percent (2%), either party may, within fifteen (15) days after the campus wage program is announced for that fiscal year, request to open negotiations for the sole purpose of bargaining over wage increases for that fiscal year.

C. Starting Rate Methodology (Driver, Route Driver, Mailing Equipment Operator/ Expeditor)

The starting rate for new employees hired into the Driver, Route Driver, Mailing Equipment Operator/Expeditor I, or Mailing Equipment Operator/Expeditor II classification will be 95% of the lowest paid employee in that classification. Employees will remain at that rate for the first year of employment and then move to the rate equal to the lowest paid employee in the classification.

D. Intern Rates

The Intern starting rate will be 95% of the starting rate for the 1st 6 months; the starting rate for the 2nd six months, the 1-Year rate after 1 year.

Section 2: Shift Differentials

Effective July 1, 2011, all employees under this agreement who begin their normal, regularly scheduled work shift between the following times will receive the corresponding shift differential for all hours worked:

Start Time of Regular Shift	Shift Differential Hourly Amount
2:00 p.m. to 9:59 p.m.	30 cents
10:00 p.m. to 4:59 a.m.	40 cents

The shift differential will not be paid to employees who do not start their normal, regularly scheduled shift between the above times, even if the employee is working an overtime shift that may start during or overlap with the above times.

Memorandum of Understanding
between
Illinois State University
and
Local 26 of the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen, and Helpers, AFL-CIO

Field House Facilities Attendant Summer Schedule

The parties agree that Field House Facilities Attendants may work a modified four (4) consecutive day schedule beginning no earlier than the Monday following Spring Commencement and ending no later than the Sunday before classes begin in August.

A list of available schedules and the anticipated duration will be posted at least fourteen (14) calendar days in advance of Spring Commencement. Employees will be expected to make their decision and notify their supervisor no less than seven (7) calendar days prior to Spring Commencement.

Normal overtime rules will apply outside of scheduled hours on regularly scheduled workdays. If working a four (4) day schedule, all work on the 1st day off in the work week shall be at time-and-one-half (1.5). All work on the 2nd day off in the work week shall be paid at two (2) times the employee's rate of pay, provided the employee has worked on the 1st day off in the work week. All work on the 3rd day off in the work week shall be paid at two (2) times the employee's rate of pay, provided the employee has worked on the 1st day off and/or the 2nd day off in the work week. The work week is defined as Monday through Sunday.

Holidays will only be paid at seven and one-half (7.5) hours. Employees on flex schedules must notify their supervisor if they intend to make adjustments during each of the holiday weeks or return to a regular five (5) day schedule of seven and one-half (7.5) hour days as noted for the schedule they select. Notice must be provided at least seven (7) calendar days prior to the start of the work week. If the holiday falls on one of the employee's regular work days, the employee must also report/use vacation or comp time to ensure the full hours for the work day are reported. If the holiday falls on the employee's scheduled day off, the employee must take off another day during the week, approved by their supervisor, and report/use vacation or comp time to ensure the full hours for the work day are reported. Vacation, sick leave, and other benefit time will be used based on the number of regularly scheduled hours away from work.

This MOU will remain in effect for the life of the parties' collective bargaining agreement.

For the University:

For the Union:

/s/ Michael D. Kruger 10-22-19
Date

/s/ Patrick A. Gleason 10-21-19
Date

/s/ Janice Bonneville 10/24/19
Date

Memorandum of Understanding

between

Illinois State University

and

**Local 26 of the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen, and Helpers, AFL-CIO**

**Temporary Foreman Assignments – Driver (Facilities Management Only)
and Route Driver (Recycling Center Only)**

Labor and Management agree to the following parameters to be used for temporary assignments of employees in the Driver classification at Facilities Management, and in the Route Driver classification at the Recycling Center, to perform certain foreman responsibilities (“Temporary Foreman”):

- Employees will be assigned to Temporary Foreman as needed and determined by Management.
- Temporary Foreman assignments will be for a minimum of one (1) day, but if any Temporary Foreman assignment exceeds four (4) consecutive weeks, both parties agree to meet to discuss continuation of the assignment.
- The Temporary Foreman will perform the general duties of the supervisor, excluding the duties listed below, and will receive their current rate of pay plus a \$1.37 per hour differential. The differential will not be paid for any benefit time used; only for hours worked.
- To be eligible for a Temporary Foreman assignment, Facilities Management employees in the Driver classification and Recycling Center employees in the Route Driver classification will be required to (a) have successfully completed their probationary period, and (b) be enrolled in or have completed the Facilities Management Temporary Foreman training program; while enrolled in the Facilities Management Temporary Foreman training program, the employee may be assigned as a Temporary Foreman, if an assignment becomes available, regardless of the employee’s status within the training program.

This MOU does not authorize the Temporary Foreman to:

- Change departmental policies.
- Issue any formal discipline in the Valuing Individual Performance (VIP) process.

If changes in responsibilities occur, or if the agreement proves to be ineffective, both parties agree to meet to address the issue.

This MOU will be in effect for the life of the parties' collective bargaining agreement.

For the University:

For the Union:

/s/ Michael D. Kruger 10-22-19
Date

/s/ Patrick A. Gleason 10-21-19
Date

/s/ Janice Bonneville 10/24/19
Date