

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

on behalf of

GOVERNORS STATE UNIVERSITY

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

LOCAL 399

July 1, 2019 - June 30, 2022

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## **PREAMBLE**

This Collective Bargaining Agreement is made and entered into this 14th day of February 2020, by and between the Board of Trustees on behalf of Governors State University (hereinafter referred to as the Employer) and certain Civil Service employees (hereinafter identified in ARTICLE I, Section 1) of Governors State University represented by Local 399, International Union of Operating Engineers, AFL-CIO (hereinafter referred to as the Union).

## **ARTICLE 1**

### **UNION RECOGNITION AND MEMBERSHIP**

#### **Section 1.**

The Employer recognizes the Union as the exclusive collective bargaining representative for all employees engaged in the following operations: Operating or assisting in operating all heating and ventilating equipment, air-conditioning units (HVAC), turbines, motors, combustion engines, pumps, air-compressors, ice and refrigerating machines, fans, siphons, also automatic and power-oiling pumps and engines, operating or assisting in operating, maintaining and assisting in maintaining all facilities.

#### **Section 2. Union Activity - Union Membership.**

The Employer and the Union agree that there shall be no discrimination against or coercion by any Employer or Union representative against employees regarding Union membership, that all Union membership is entirely a matter of the employees' free choice and determination. Further, the Employer agrees that there will be no discrimination against stewards or officers of the Union, engaged in the negotiation of agreements, the adjustment of grievances or the performance of related work in the interest of the Union and its members. The Employer shall approve payment of wages to Union representatives for time spent in negotiations between the Parties to this Collective Bargaining Agreement, during the employee's regular work shift.

During the effective dates of this Collective Bargaining Agreement, the Union and its members shall not solicit membership or carry on Union activity on the Employer's premises with the Employer's workers outside this bargaining unit during their working hours. A Union steward with permission of proper authority may leave the assigned work to investigate an alleged grievance or to present matters according to Regulations, the steward being in a non-pay status while so occupied if proper permission to be absent from work has not been obtained.

#### **Section 3. Discrimination Against Personnel.**

The Union and the Employer agree that they will not practice discrimination against any employee because of sex, race, creed, color, national origin, or disability.

#### **Section 4. Management's Inherent Right.**

The Union recognizes the right of the Employer to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies and conditions of employment are not inconsistent with the expressed provisions of this Collective Agreement. The Employer recognizes the Union's interests in any changes which materially affect conditions of employment of those it represents and the need to keep it informed prior to any such changes. The Employer will negotiate regarding any change of conditions of employment except those controlled either by law or established by provisions of Regulations, the law and rules governing the State Universities Civil Service System of Illinois, or the Bylaws and Governing Policies promulgated by the Board of Trustees, all of which are made part of this Collective Agreement.

## **ARTICLE 2**

### **WAGES**

#### **Section 1. Wages (Basic Straight Time).**

(a) Basic straight time hourly wages are hereby defined as those payable for work performed during the five (5) scheduled days of work in a work week, but for not more than eight hours' work during any one day.

(b) The Prevailing Wage Rate as certified by the Illinois Department of Labor as of May 31, 2019 is \$48.17.

(c) A Basic straight time hourly wage paid by the Employer, during the period July 1, 2019 through June 30, 2020 is:

Plant Operating Engineer employees shall receive 87.2% of the certified Prevailing Wage rate as of May 31, 2019, a two percent increase (2.0%) increase in base pay, a minimum of \$42.00 per hour.

In addition, upon ratification of this Agreement by both Parties, all bargaining unit members then employed will receive a one-time lump sum bonus in the amount of \$500. This bonus will not be added to the employee's base wages.

(d) A Basic straight time hourly wage paid by the Employer, during the period July 1, 2020 through June 30, 2021 is:

Plant Operating Engineers shall receive 89.6% of the certified Prevailing Wage rate as of May 31, 2019, a two and three quarter's percent (2.75%) increase in base pay, a minimum of \$43.16 per hour.

(e) A Basic straight time hourly wage paid by the Employer, during the period July 1, 2021 through June 30, 2022 is:

Plant Operating Engineers shall receive 92.3% of the certified Prevailing Wage rate as of May 31, 2019, a three percent (3.00%) increase in base pay, a minimum of \$44.46 per hour.

(f) Employees subject to this agreement who are on either an original entry or promotional probation period shall receive an hourly rate equal to 95% of the rate for their classification cited in (b) above for length of that probationary period.

(g) The rate for the Chief Plant Operating Engineer shall be at a minimum of 120% of the basic rate for Plant Operating Engineer as provided in ARTICLE 2, Section 1b. The rate for the Assistant Chief Plant Operating Engineer shall be at a minimum of 110% of the basic rate for the Plant Operating Engineer as provided in ARTICLE 2, Section 1b.

(h) Should any Public Act or official act or order of the Governor imposing a requirement on the Board of Trustees to establish reserves, and/or providing other restrictions or limitations on the Board's ability to obligate, encumber or expend appropriated funds enacted or

declared during the term of the contract the parties agree to immediately re-open the economic provisions of the contract for the purpose of negotiating the implementation of such reserves, restrictions and/or limitations into the contract.

(i) The parties agree that the classifications shown in subsection (g) shall not qualify for and shall not be paid overtime as set forth by the provisions of this agreement.

(j) The rate for the Maintenance Repair Foreman shall for the period of July 1, 2019 through June 30, 2020 is \$27.42 per hour. On July 1, 2020, the employee shall receive an increase of 2.75%, a minimum salary of \$28.18. On July 1, 2021, the employee shall receive an increase of 3.00%, a minimum salary of \$29.02.

### **Section 2. Wages (Overtime).**

Time worked by the employees covered in this Collective Agreement in excess of eight (8) hours in the daily work shift (unless otherwise specified herein) is overtime and will be compensated at one and one-half (1 1/2) times the basic straight time hourly wages established herein.

### **Section 3. Wages Payable for Work During the Employee's Scheduled Days Off.**

Work in excess of forty (40) hours in any one work week shall be paid for at one and one-half (1 1/2) times the regular hourly rate. The sixth day of work in a work week will be paid for at time and one-half (1 1/2) and the seventh consecutive day in any work week shall be paid for at double time. Engineers who work less than forty (40) hours in any work week shall be paid at the rate of time and one-half for all work performed in excess of eight (8) hours in any one day.

### **Section 4. Wages (Holidays).**

Work performed for the Employer by the employees covered herein during any of the eleven (11) holidays recognized elsewhere herein be compensated at one and one-half (1 1/2) times their basic straight time hourly rates, this being additional to payment to them of eight (8) hours basic straight time hourly rates for holidays enumerated in ARTICLE 3, Section 1, below.

### **Section 5. Sick Leave Payout**

Pursuant to Public Act 92-0599 and subsequently upon the employee's request, unused compensable sick leave will be paid at the current rate of earnings and be counted as part of earnings from the University during the period of up to two years of employment prior to retirement, subject to the Act's 20% limitation and the guidelines established by the State Universities Retirement System.

To be eligible to participate in the provisions of Public Act 92-0599, the employee must submit an irrevocable "election to retire" 90 days prior to implementing the use of this benefit and file it with the Human Resources Department.



In the event that Public Act 92-0599 is repealed, this memorandum of Understanding will become void. If the Act is amended and it is permissible by the amended Act, the employees who had previously submitted their irrevocable "election to retire" will have the choice to continue to receive the sick leave paid as per this Memorandum of Understanding or to withdraw their irrevocable "election to retire". If allowed by an amended Act and the employee withdraws their "election to retire" treatment of the funds paid out pursuant to this Memorandum of Understanding will be determined by the employer and the State Universities Retirement System.

#### **Section 6. Emergency Closure Compensation**

Work performed by employees covered by this bargaining unit agreement with the exception of the Chief Engineer and Assistant Chief Engineer will be compensated with one compensatory hour off for every full hour worked during an emergency closure. All compensatory time off earned in this manner must be requested in advance and approved by the Chief Engineer prior to the time being taken off. The Chief Engineer will not grant such time off that interferes with the operational needs of the employer. Such time off must be used within six (6) months of it being earned.

#### **Section 7. Shift Differential Pay**

Employees covered by this bargaining unit agreement who work during the 2nd or 3rd shift, with the exception of the Chief and Assistant Chief Engineer, will be compensated an additional \$.50/hour.

#### **Section 8. Duty Personnel Compensation**

Employees assigned to Duty Personnel shall be compensated at the employee's option, either four (4) hours of straight time pay or four (4) hours of time toward a day or one-half (1/2) day off with pay. This is in addition to any overtime pay earned as a result of a call in. This overtime pay will be administered according to Article 2, Section 2 of this agreement. Compensatory time off earned shall be used in four or eight hour increments only. Time off shall only be requested and approved in four or eight hour increments. Approval of such time off must be requested and approved by a supervisor in advance. No more than sixteen (16) hours may be accumulated before taking time off. This paid time off may be taken in conjunction with vacation time or a holiday, if approved by a supervisor.

### **ARTICLE 3 BENEFITS**

#### **Section 1. Holidays.**

The Employer recognizes as calendar holidays within the course of each year:

New Year's Day  
The Day before or after New Year's Day  
Memorial Day  
July 4

Labor Day  
Thanksgiving Day  
The Day After Thanksgiving Day  
Christmas Day  
The Day before or after Christmas Day

and will compensate the worker for eight (8) hours at his basic straight time hourly rate for such days whether or not work is performed for the Employer on the designated holiday. Such holiday pay as prescribed shall constitute time worked for the purpose of computing overtime with the exception of the employee who receives pay for a holiday falling on one of the employee's regularly scheduled days off within the work week.

The following holidays shall be celebrated on the same day the university is closed:

Martin Luther King Jr.'s Birthday

Presidents Day

### **Section 2. Accrued Leave.**

When a holiday recognized by the Employer occurs while the employee is on accrued leave, the employee shall receive an additional amount of accrued leave equal to the prescribed holiday (with basic straight time hourly wage paid) at a subsequent time during the same vacation year mutually agreed to by the employee and his Supervisor.

### **Section 3.**

(a) Unless otherwise specifically stated within the agreement, benefits shall be provided and controlled by Board of Trustees Regulations as they exist on the date of the agreement or as they are from time to time amended by the action of the State Legislature.

(b) In the event of a death in his/her immediate family, an employee shall be entitled to three (3) regularly scheduled work days off within a period of five (5) consecutive work days commencing from the date of occurrence. During such leave the employee shall be paid his/her base hourly rate. Bereavement Leave shall be taken in no less than one-half day increments.

The employee's immediate family shall be defined as spouse, child, stepchild, mother, father, stepmother, stepfather, brother, sister, grandmother, grandfather, and grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, first cousin, or a member of the immediate household.

### **Section 4.**

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

## **ARTICLE 4**

### **WORKING RULES AND CONDITIONS**

#### **Section 1. Conditions of Employment.**

(a) The Employer's Director of Human Resources will invite the Union to submit its views and comments on Regulations or changes which the Director initiates or processes, and will consider such views and comments in formulating the Director's recommendations for the Employer's decision.

(b) Members of this bargaining unit shall operate, maintain, and repair all machinery and equipment for which they are responsible as stated in the jurisdiction cited in ARTICLE 6, Section 1, hereof. The members of this bargaining unit shall perform all work of the Employer that has traditionally and historically been performed by them; and all work of this bargaining unit, traditionally and historically done by its members, shall be performed by workers in the unit, and no such work shall be performed by any other person or be sublet or contracted out.

(c) The Chief Engineer, in addition to performing bargaining unit work, shall be responsible to the Employer for the safe, economical operation of the plant and for all persons employed under the direction of the Chief Engineer. They shall receive their orders from the Chief Engineer who shall be responsible to the Employer for carrying out the orders of the management in the operation of the building. The Employer shall inform the Chief Engineer of any contemplated major repairs, or major improvements, to be made in the equipment under the jurisdiction and responsibility for work of the engineers.

(d) The Employer recognizes its responsibility to make all reasonable provisions for the safety and health of the employees and to maintain a sound operating practice which will result in safe working conditions and efficiency of operations, and, to accomplish this, will comply with all appropriate state and federal safety regulations and will from time to time conduct safety discussions, training and will implement safety policies as necessary. The Union recognizes the responsibility of the individual employee in this regard and each employee will be expected to obey University safety rules, regulations and practices as well as appropriate state and federal safety regulations. Employees will comply with safe work practices to ensure that individual safety as well as that of fellow workers will be maintained, and will immediately report any unsafe working conditions or work practices to the designated Supervisor. Where an unsafe practice or condition directly affects a member of this bargaining unit, it shall be reported as stated. If the matter is not resolved, the Union Business Representative may take it up directly with the Director of Human Resources or her/his designee.

#### **Section 2. Shift Schedule, Shift, Work Day, and Work Week.**

(a) The Employer shall determine and implement shift schedule requirements based upon the operational needs of the institution. With the exception of the designated day shift-relief engineers and unless in the case of emergency, the Employer will provide a minimum of two (2) weeks notice prior to changing shift schedules.

(b) The shift shall consist of eight (8) consecutive paid hours of work which includes a lunch period of not more than one-half (1/2) hour, as work assignments permit. The

Maintenance Repair Foreman shall be entitled to an unpaid lunch period of no less than thirty (30) minutes.

(c) The work day is a fixed and regularly recurring period of twenty-four (24) consecutive hours, beginning with the hour determined by the posted schedule and in accordance with paragraph a) of this section.

(d) The work week is a fixed and regularly recurring period of 168 hours, seven consecutive twenty-four (24) hour periods. The full time work schedule in the work week shall normally consist of five (5) consecutive eight (8) hour shifts, and not exceed forty (40) hours of work.

(e) It is understood that work forces may be reduced on holidays without change of shifts.

### **Section 3. Operations.**

The Union recognizes and agrees that the employees it represents may provide the Employer service on a continuous operations basis.

### **Section 4. Call-back.**

Employees covered by this Collective Agreement called back to work shall have a minimum guarantee of four (4) hours' pay or be paid for actual work performed, whichever is greater, at the applicable overtime rates specified elsewhere herein, provided that the employee presents himself on the Employer's premises and reports himself available for work. Callback pay does not include prescheduled overtime.

### **Section 5. Full Day's Work for a Full Day's Pay.**

The Union agrees that the employees it represents in this Collective Agreement will obey all orders of those in authority and will work in every way to the best interests of the Employer.

### **Section 6. Overtime Work.**

Inasmuch as the Employer operates an educational institution, functioning in the public good and welfare, and services provided it by employees covered in this Collective Agreement are essential to the operation of said institutions, all employees through acceptance of this Collective Agreement by their duly constituted Bargaining Agent, guarantee to perform overtime work whenever the Employer deems such work necessary, being paid for said work at the rates established herein. Overtime work shall be offered and distributed as evenly as possible among the personnel.

### **Section 7. Workers' Responsibility.**

The employees covered by this Collective Agreement, through its acceptance by their duly constituted Bargaining Agent, are responsible individually and collectively for fulfillment of the provisions thereof applicable to them.

### **Section 8. Lay-Offs.**

The Employer will give at least fifteen (15) work days notice to the employee prior to actual date of lay-off unless such lay-off is caused by an emergency situation which the Employer alone may define. In such situations the Employer will notify the Union, and a conference (if the latter so desires it) between the Parties will occur within twenty-four (24) hours from the time of notification of the Union to fix the actual date of lay-off.

### **Section 9. Workers' Terminations of Employment.**

Unless excused from this requirement by the Employer, or termination of employment is occasioned by circumstances beyond the employee's control, the employee will give the Employer fifteen (15) work days notice before terminating employment.

### **Section 10. Duty Personnel**

One employee will be designated as duty personnel for a one-week period who will be available during the hours of 11 p.m. to 7 a.m., Monday through Sunday, either at their home phone or by a pager that will be provided by the Employer. If called, the employee will respond to campus calls as required. Employees covered by this bargaining unit agreement, with the exception of the Chief of Engineers, and who volunteer for this assignment will be assigned this duty on a rotating basis. The schedule for these assignments will be posted in June of each year with the assignment beginning on the first Monday in July of each year. Employees may exchange assignment weeks with prior approval from a supervisor. Only employees who are capable of performing the necessary work as determined by the supervisor may volunteer for this work. Duty personnel will be compensated at the rate established in Article 2, Section 8 of this agreement.

## **ARTICLE 5 DISCIPLINE AND SENIORITY**

### **Section 1. Reprimand, Suspension and/or Discharge.**

Whenever an employee covered by this Collective Agreement is given a written warning or reprimand, suspension, or is discharged, written notice in accordance with the Statutes and Rules of the University Civil Service System of Illinois, will be given the employee and a copy of such notice will be sent to the Union's office.

### **Section 2. Seniority Rosters.**

(a) The Employer agrees to provide rosters to the Union of the employees in classifications covered by this Collective Bargaining Agreement showing each employee's seniority and job classification as such rosters are prepared for use of the operating department.

(b) The Employer agrees to provide to the Union the aforementioned rosters upon its request annually.

## **ARTICLE 6**

### **JURISDICTION**

#### **Section 1. Jurisdiction of Local 399 and Province of Unions.**

(a) The Employer recognizes that the jurisdiction of Local 399, International Union of Operating Engineers, as handed down by AFL-CIO is as follows:

All persons engaged in supervising, controlling, operating or assisting in operating all boilers (irrespective of pressure), engines, turbines, motors, internal combustion engines, pumps, air compressors, generators, ice and refrigerating machines, air conditioning units and plants, fans, siphons, bridges, also automatic and power oiling pumps and any and all automatic and power driven machines and engines (including all appurtenances) used on mechanically operated steam boilers and in the handling, preparing and delivery of fuel from storage bins, yards, or reservoirs up to and into combustion chambers (irrespective of motive power); the supervision of all mechanical operation and any and all appurtenances connected with and used in power driven engines or unit connected with and operating water, filtration and chlorine plants; all hoisting and portable machines and engines used in or upon wrecking, digging, boring building and erecting foundations, streets, road building construction (including grading and repair); all machines used to sweep, clean and remove debris and snow from streets and roads; all boilers (irrespective of size) used for furnishing temporary heat on buildings under construction, or for the heating of materials, or heating water, or furnishing steam for the operation of all machines, engines, and other appurtenances herein specified; and any and all operating repairs necessary for proper and continuous operation of all plants, machinery and engines.

(b) It is further understood that the Employer shall be under no obligation to enforce the above stated jurisdiction of Local 399, International Union of Operating Engineers, with respect to, or in connection with, existing work situations and assignments.

(c) However, in case jurisdictional disputes arise between representatives of Local 399, International Union of Operating Engineers, and those of other Unions, it is understood that such differences shall be settled among the unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been agreement on the part of all unions concerned that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the unions in expediting in every possible way the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer or the persons for whose education, health and welfare it may be responsible, it shall be continued as originally assigned, pending agreement among the unions. If, however, the work is of such a nature that its stoppage would not cause the aforementioned hardship or expense, it will be delayed pending attempt by the Union disputants to reach agreement. The Employer reserves the right of decision, pending settlement among the Unions



concerned, as to the work assignment and declares that such decision will be based not only on the Union agreements as above mentioned, but also on local prevailing practice covering the work.

## **ARTICLE 7** **GRIEVANCES**

### **Section 1. Introduction.**

It is the intent of the parties to this Agreement to use their individual and collective best efforts to promote and encourage the informal and prompt adjustment of any complaint which may arise between the Union or any employee covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article 7 for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms of this Agreement. The Union further agrees that it shall not initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinafter defined.

### **Section 2. Management Right**

For the purpose of the grievance procedure, every Employer decision reached in the resolution of a grievance or the denial of any grievance, at any step shall be deemed to have been made pursuant to an exercise of management rights. Every grievance that, explicitly or by implication, questions the merits of any such decision shall be deemed to be a grievance that questions an exercise of management rights.

### **Section 3. Definitions**

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

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

Grievance - is an allegation by the Grievant that any express provision or term of this Agreement or any of the written policies of the Employer expressly incorporated elsewhere in this Agreement has been violated by the Employer.

A grievance shall be submitted as a written and signed statement setting forth all the known facts material to the alleged violation including the specific contractual provisions alleged to have been violated or in dispute, and shall additionally set forth the remedy sought.

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

#### **Section 4. Informal Complaint Procedure.**

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

#### **Section 5. Grievance Procedure.**

Step 1. Within three (3) days following any violation giving rise to grievance, the grievant may submit a grievance to the appropriate Department Head. The Department Head shall first review the grievance and then personally discuss the issue with the grievant. Every effort shall be first made to conciliate the matter. Should conciliatory efforts not resolve the matter, the Department Head shall render a decision regarding settlement or denial of the grievance and shall forward that decision in writing to the grievant within five (5) days following receipt of the grievance. The grievant retains the right to have a Union Steward present at any discussion between the grievant and the Department Head.

Step 2. Should the grievance not be resolved in Step One (1) to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Associate Vice President of Human Resources & Diversity or her/his designee, within three (3) days following receipt of the Department Head's response. The Associate Vice President of Human Resources & Diversity or her/his designee shall first review and investigate the grievance and the history of actions taken in Step One (1) and then personally discuss the issue with the grievant and the Steward. Every effort shall be first made to conciliate the matter. Should such conciliatory efforts not resolve the matter, the Associate Vice President of Human Resources & Diversity or her/his designee shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within five (5) days following receipt of the grievance.

Step 3. If the Union is not satisfied with the Step 2 response, the grievance may be referred to arbitration by so notifying the Associate Vice President of Human Resources & Diversity or her/his designee in writing within 20 calendar days after receipt of the decision. The decision of the arbitrator shall be final and binding.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

#### **Section 6. Limits.**

Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically advances the grievance to the next step of the grievance procedure. The time limit at any step may be extended by mutual agreement provided it is reduced to writing and signed by the President of the Union local or his designee and the Associate Vice-President of Human Resources & Diversity or her/his designee.



**ARTICLE 8**  
**LIMITATIONS OF AGREEMENT**

**Section 1. Legal Limitations.**

(a) No provision or clause of this Collective Agreement may supersede law or governmental order.

(b) Previous agreements and commitments by and between the Parties not made of record in this instrument are agreed to be null and void.

**Section 2. University System Limitations.**

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

**ARTICLE 9**  
**NO STRIKE**

The Union, its representatives, and all Union members shall not in any way, authorize or participate in any strike, walkout, lockout, or slowdown during the terms of this Agreement.

**ARTICLE 10**  
**DUES DEDUCTION AND FAIR SHARE**

**Section 1.**

The Employer agrees to deduct from the pay of those employees who individually request in writing the following:

(a) Union membership dues or assessments.

**Section 2.**

In accordance with the provisions for deduction as described in Section 1 of this Article the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Local 399, International Union of Operating Engineers by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, other approved deductions, or the fair share fee, in writing, at least fifteen (15) days prior to its effective date.

### **Section 3.**

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

## **ARTICLE 11 HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY**

### **Section 1.**

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

### **Section 2.**

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

### **Section 3.**

During the term of this agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this agreement in accordance with Workers' Compensation and Occupational Diseases Act, 820 ILCS and 820 ILCS 310.

### **Section 4.**

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

## **ARTICLE 12 EFFECTIVENESS OF AGREEMENT, AND CHANGES OR AMENDMENTS**

### **Section 1. Effectiveness of Collective Agreement.**

This Collective Agreement shall become effective at the opening of business on July 1, 2019 and remain in effect through June 30, 2022.

Parties agree to a wage re-opener on or before July 1 of each year of this agreement only under specified conditions stated in Article 2 section 1(g) that are related to Governors State University's appropriation by the General Assembly for salary increases.

**Section 2. Changes or Amendments.**

Negotiations of proposed changes or amendments to this Collective Agreement, specified in the notice required by Section 1, immediately above, and the respondent's reply thereto shall begin not later than thirty (30) days following notification of one Party to the other that it seeks changes or amendments.

**Section 3. Status of Collective Agreement During Negotiations, and Termination Thereof.**

(a) The Parties recognize joint responsibility to provide continuing service to the end that educational processes are not interrupted. If, during the course of negotiations an impasse appears likely, every effort shall be made by them to resolve the dispute.

(b) Negotiations, by and between the Parties, of proposed changes or amendments to this provision of this Collective Bargaining Agreement shall begin not later than thirty (30) days following notification of one Party to the other that it seeks changes or amendments. Such negotiations shall continue with this Collective Agreement remaining in full force and vigor until a new Agreement is reached or until this Collective Bargaining Agreement is abrogated by one Party giving the other ten (10) work days written notice that it has been terminated.

**Section 4. Effective Dates of Changes and Amendments.**

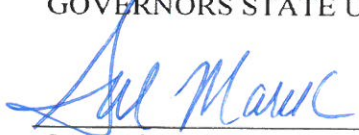
These shall be established in negotiations by and between the Parties.

**ARTICLE 13**  
**ACCEPTANCE BY PARTIES**


Parties agree that this collective bargaining agreement shall become effective at the opening of business on July 1, 2019 and remain in effect through June 30, 2022.

We hereby state that the foregoing instrument consisting of pages numbered one (1) through twenty-seven (27) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.


FOR THE BOARD OF TRUSTEES OF  
GOVERNORS STATE UNIVERSITY

 9/22/2020  
Sandra Marak Date  
Director of Human Resource Services  
Governors State University

FOR THE UNION

  
Brian E. Hickey Date  
President & Business Manager  
Local No. 399

  
Dr. Cheryl Green  
Date President  
Governors State University

  
Vincent T. Winters  
Recording Corresponding Secretary  
Local No. 399

Date