

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF TRUSTEES**

**ON BEHALF OF**

**GOVERNORS STATE UNIVERSITY**

**AND**

**GENERAL SERVICE EMPLOYEES UNION**

**LOCAL NO. 73 SEIU, CTW, CLC**

**JULY 1, 2016 – JUNE 30, 2019**

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## PREAMBLE

This collective bargaining agreement is made and entered into this 3<sup>rd</sup> day of March 2017, by and between the Board of Trustees for Governors State University, hereinafter called the Employer and General Service Employees Union Local No. 73 SEIU, CTW, CLC .

The parties to this Agreement are dedicated to promote a harmonious atmosphere between the University, its employees, and the Union, that will result in continuous and effective support to the academic effort and personal relationships in the application of the provision of this Agreement.

## ARTICLE I

### UNION RECOGNITION AND MEMBERSHIP

Section 1. The Employer recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours, and working conditions as expressly contained herein, except those that may be specifically provided for and/or controlled by the State Universities Civil Service System and the Illinois Compiled Statutes, for full and part-time status employees appointed to status positions in the classification of Building Service Worker I.

Section 2. It is agreed that changes in classification titles shall not deny to the Union the right of representation. The Employer also agrees that if a new classification is established covering the same work as now being done by any classification in this Agreement, such new classification shall become a part of this Agreement.

Section 3. The Employer and the Union agree that there shall be no discrimination against or coercion by the Employer or the Union against employees regarding Union membership, that Union membership is entirely a matter of the employees' free choice and determination. The Union further agrees that it will not deny membership to any employee.

The Employer agrees that there will be no discrimination against representatives 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 subject to limitations that may be specified elsewhere in this Agreement.

Section 4. The Union agrees that it will not conduct Union business during scheduled work hours except in regards to those matters expressly provided in this Agreement in reference to grievances, negotiations, or other meetings on matters mutually agreed to.

Section 5. The Employer agrees to notify all new employees in the classification covered by this Agreement that the Union is the exclusive bargaining agent and shall, at the time of hire, mail to the Union office the name and address of said new employees.

Section 6. A Union representative (designated Steward) with permission of proper authority may leave his/her assigned work for a reasonable period of time to investigate an



alleged grievance. The Union representative shall obtain proper permission to absent himself/herself from work to investigate an alleged grievance. Permission will not be unreasonably denied, but shall be consistent with the operating needs of the University.

Section 7. Union officials may visit the campus and meet with employees covered under this Agreement to discuss Union matters provided (a) that such meetings not be held during employees' work hours and (b) that the Union official first advises the Associate Vice President of Human Resources or her/his designee of his intended visit and receives approval.

Section 8. The Employer will, on a semi-annual basis, furnish the Union with a seniority list and keep the Union informed on a monthly basis of new employees hired or terminated in classifications covered under Agreement.

## ARTICLE II

### MANAGEMENT RIGHTS

Section 1. The Board retains and reserves to itself, solely and exclusively, all its inherent rights, functions, duties and responsibilities, whether exercised or not, with the unqualified and unrestricted right to determine the manner in which the operations of the universities subject to its jurisdiction will be conducted except where those rights may be clearly, expressly, and specifically limited in this Agreement, or except as limited by law or regulations. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights, functions, duties, and responsibilities which are solely and exclusively the responsibility of the Board include, but are not limited to (1) full and exclusive control of the operation, management, control and maintenance of the university; (2) the right to determine the methods, processes, means and personnel by which any and all operations will be conducted; (3) the right to determine the composition, assignment, direction, size and type of academic and non-academic workforces at each university; (4) the right to determine the work to be done and the standards to be met by university employees; (5) the right to discontinue, change, or introduce new services, operations, methods, processes, means or facilities and the right to determine whether and to what extent work shall be performed by university employees; (6) the right to hire, promote, transfer, assign, layoff, release, or retain university employees and to suspend, demote, discharge or take other disciplinary action against university employees for just cause; (7) the right to establish and change work schedules and set hours of work for university employees and otherwise to maintain orderly, effective, and efficient operations.

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.

Section 2. Nothing contained in this Agreement shall be construed to prevent the Union or the Board and their respective employees or representatives from meeting with any third

party to hear views on any matter. However, the express terms and conditions of this Agreement shall not be changed as a result of such meetings.

### ARTICLE III

#### LABOR-MANAGEMENT CONFERENCES

Section 1. The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-managment conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting shall be limited to:

- a) Discussion on the implementation and general administration of this Agreement.
- b) A sharing of general information of interest to the parties.
- c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.

Section 2. It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences": nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3. When absence from work is required to attend "labor-management conferences", Union members shall, before leaving their work station, give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to two (2). Travel expenses associated with any "labor-management conferences" shall be the responsibility of the employee.

Section 4. Negotiations: The University agrees to pay not more than three (3) employees designated by the Union as members of the Union negotiating team, their straight time hourly rate for time spent in attendance at negotiating meetings, but in no event shall such pay exceed seven and one-half (7 1/2) hours per employee for each negotiating meeting held.

Employees other than the maximum of three as designated by the Union may attend any negotiating meeting on their own time and without pay.

## ARTICLE IV

### JURISDICTION

#### Section 1. Jurisdiction of Local 73 and Province of Unions.

a) In case jurisdictional disputes arise between representatives of Local 73 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.

b) It is further understood that the Employer shall be under no obligation to enforce the above stated jurisdiction of Local 73 with respect to, or in connection with, existing work situations and assignments.

## ARTICLE V

### STRIKES - LOCKOUTS

Section 1. During the life of this Agreement or any extension thereof, the Union or any of its officers, agents, or representatives shall not directly or indirectly instigate, promote, cause, participate in or recognize nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

Section 2. Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members, or by any other person or persons whomever during the life of this Agreement. Any employee who is absent from work without permission, or who refrains wholly or in part from the full performance of his/her duties in a normal manner without permission, on the date or dates that a strike or other work stoppage as defined in Section 1 above occurs, shall be placed in a non-pay status for such days. Any employee who violates this Article shall be subject to disciplinary action including discharge.

In the event an employee is in violation of this Article, his/her fringe benefits as outlined elsewhere in this Agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 3. Furthermore, in the event that an employee represented by the Union violates this Article, the Union shall immediately use its best efforts to terminate the continuance of such violation to restore conditions to the status in which they existed prior to the violation and the Union in so using its best efforts, shall include the posting of notices in conspicuous places

where employees are most likely to see them, which notices shall express the disapproval of the Union as to the violation, and which further shall direct those employees represented by the Union in a course of action designed to terminate the violation and to restore conditions to the status in which they existed prior to the violation.

Section 4. There shall be no lockout by the Employer during the life of this Agreement. The exercise of management's right shall not, when those rights are exercised in accordance with Article II, constitute a lockout.

Section 5. The Employer will not use employees covered by this Agreement to perform work of employees represented by another Union as substitutes in the event of a labor dispute.



## **ARTICLE VI**

### **GRIEVANCE**

#### **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 member covered under this Agreement and the Employer. Therefore, the parties agree that they shall use the procedures set forth in this Article for the resolution, strictly pursuant to the terms of this Agreement, of all alleged violations to the terms or provisions of this Agreement. The Union and its members further agree that if they jointly or separately initiate proceedings in any other forum in respect of any matter that is or may become the subject of a grievance as hereinafter defined they shall automatically waive the right to file or pursue a grievance on that subject matter through this procedure. However, grievances which allege an act of discrimination can be processed through this procedure even if they are subject to proceedings in another forum. Representatives of the Union shall not solicit complaints or grievances.

#### **Section 2. Definitions.**

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

Grievant shall mean any 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 placed in writing by the grievant that any express provision or term of this Agreement has been violated by the Employer. The written grievance shall contain specific details including the Article and Section alleged to be violated and the remedy sought, names of involved persons, date, time, and place and signature of the grievant.

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

### Section 3. Informal Complaint Procedure.

Any 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 4. Grievance Procedure.

Step 1. Within ten (10) 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 seven (7) 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 at Step 1. to the mutual satisfaction of the parties, the grievant shall submit the grievance to the Associate Vice President of Human Resources or his/her designee within ten (10) days following receipt of the department head's response. The Associate Vice President of Human Resources or his/her designee shall first review and investigate the grievance and the history of actions taken in Step 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 or his/her designee shall render a decision regarding the settlement or denial of the grievance and shall forward that decision in writing to the grievant within seven (7) days following receipt of the grievance. The Employer shall forward a copy of the decision to the Union office.

Step 3. Should the grievance not be resolved through Steps 1. and 2. the Union in behalf of the grievant may request the grievance be processed to arbitration. This request must be

presented to the Associate Vice President of Human Resources or his/her designee within 10 work days following receipt of the decision rendered in Step 2.

#### Section 4. Limits

Failure to respond by the Employer's representative at any step does not find in favor of the grievant, but automatically allows for the advancement of the grievance to the next step of the grievance procedure. Should the grievant at any step fail to timely file a grievance, or fail to properly complete the grievance form, the Employer shall be permitted to unconditionally deny the grievance and request for remedy. The time limits at Steps 1. and 2. 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 or his/her designee.

## **ARTICLE VII**

### **ARBITRATION**

Section 1. Should any difference arise between the parties regarding the application of any of the express provisions of this Agreement or any violation of any provision of this Agreement, which cannot be first adjusted in the procedure shown in Article VI may then be submitted by the Union to arbitration.

#### **Section 2. Selection.**

The Employer and the Union agree that the arbitrator shall be selected in the following manner.

a) The Union shall request from the American Arbitration Association a list consisting of seven (7) names of suggested arbitrators, a copy of which will be mailed to the Employer. Upon receipt of such list, and within five (5) days thereafter, the Union shall request a meeting with the Employer to undertake the process of selecting an arbitrator; the meeting for selecting an arbitrator will be scheduled within fourteen (14) days following the request.

b) The selection process requires that each party beginning with the Union, to alternately strike one (1) name off the list until only one name remains. The last remaining name shall then be jointly submitted to the American Arbitration Association for assignment to the case. Failure of the selected arbitrator to accept or undertake the case shall result in the two parties repeating the process as defined in this Section.

c) The arbitrator shall commence the arbitration proceedings on a date, time, and place agreed to by the arbitrator, Union, and the Employer, but in no event shall it be delayed beyond sixty (60) days following acceptance of the case by the arbitrator.

d) A final written decision shall be submitted by the arbitrator to the parties no later than thirty (30) calendar days following the conclusion of the hearing.

e) Any arbitration conducted under this Article shall be in accordance with the voluntary rules of the American Arbitration Association. In the event of any conflict between said rules and this Article, the provisions of this Article shall prevail.

### Section 3. Authority.

The arbitrator shall limit his review to the specific issue(s) submitted for arbitration and shall have no right or authority to change this Agreement. The arbitrator shall not have the power to, in whole or in part, amend, modify, delete, add to, or disregard any of the express provisions or terms of this Agreement. The arbitrator shall interpret this Agreement in accordance with the reserved rights theory of labor contracts whereby all rights, policies, regulations, and practices of the Employer, whether exercised or not, and not specifically limited or prohibited by this Agreement are reserved to the Employer.

A decision reached by the arbitrator shall be consistent with the provisions of this Agreement and shall be accepted by the Union as its proposal for a final settlement of the difference existing between the parties. The Employer shall accept the arbitrator's decision provided compliance therewith shall not be unlawful or beyond the practical and/or financial capabilities of the Employer.

### Section 4. Expenses.

a) Each party shall bear its respective expenses incident to the processing of an arbitration which shall include one-half of the expenses and fees incident to the services of the arbitrator.

b) The cost of a certified reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and all transcripts shall be equally shared.

c) Expenses incurred by any employee participating in any arbitration proceeding on behalf of any grievant(s) or as a grievant shall not be the responsibility of the Employer. The Employer may release employees from their work schedule as necessary, with resultant loss in direct wages, to attend or participate in an arbitration proceeding.

## ARTICLE VIII

### DISCIPLINARY ACTION

Section 1. The Employer and the Union agree that in order to maintain effective and efficient operation of the University, all employees must perform their assigned task fully and efficiently, comply with rules of conduct which are prescribed by the University, and abide by generally accepted employment standards. Failure to meet these requirements may subject an employee to disciplinary action. The guiding principle of disciplinary action will be to attempt to correct an employee's deficiencies so that the employee will satisfactorily meet the University requirements. Disciplinary action shall generally be given for just cause and consistent with the foregoing.

Section 2. Disciplinary action may be in the form of an oral reprimand, a written reprimand, suspension from work without pay, or discharge.

Section 3. If the Employer has reason to verbally reprimand an employee, it should be accomplished in a manner that will not result in embarrassment to the employee and shall be conducted only in the presence of appropriate management representative(s) and, if deemed necessary by the employee, Union representative(s).

#### Section 4. Suspension.

Whenever an employee has committed a breach of good conduct or work rules, the supervisor shall recommend to the Associate Vice President of Human Resources or his/her designee that the employee be suspended; and in the case of a more serious infraction as determined by the supervisor, the employee may be immediately but temporarily relieved of duties, prior to the supervisor making a recommendation for suspension. Before taking any action, the supervisor shall verbally advise the employee of the committed infraction and recommendation for suspension. The supervisor must report any such action taken along with the written recommendation for suspension, to the Associate Vice President of Human Resources or his/her designee. Only the Associate Vice President of Human Resources or his/her designee upon review of the matter following a discussion of the problem with the

employee, shall render a final decision on the suspension, including its duration and the conditions. Whenever a decision has been made to suspend an employee, a copy of such action shall be personally served when possible or sent via registered or certified mail to the employee.

Section 5. In the case of discharge under the State Universities Civil Service Statute and Rules, the action of which shall not be subject to the grievance procedure, the employee and Employer will be required to abide by the provisions for discharge and hearing incorporated in the State Universities Civil Service Statute and Rules.

Section 6. Any employee charged with, or investigated for, any misconduct, neglect, or violation which may possibly lead to suspension, or discharge shall have the right to be represented by the Union.

Section 7. Whenever an employee covered by this Agreement is given a written warning or reprimand, is suspended, or discharged a copy of the notice of such action will be given to the Union within seven (7) days thereafter unless otherwise advised not to do so by the employee.

Section 8. The provisions of this Article and the Articles on Grievance and Arbitration shall not apply in cases of arrest for violation of criminal statutes.

Section 9. Oral and written warnings shall be removed from the Personnel file six (6) months from the date of issuance provided the employee does not receive additional discipline within that six (6) month period for same or similar offenses. Such removal shall be at the request of the employee. However, in no event shall such oral or written warnings be used against the employee, if the employee has received no additional discipline during the six (6) month period.

Section 10. Employees shall be entitled to a Union representative, if so requested, during the course of any investigatory interview initiated by a University representative that may result in disciplinary action.

## ARTICLE IX

### NON-DISCRIMINATION

Section 1. Neither the Employer or the Union shall practice discrimination against any individual covered under this Agreement on account of race, color, religion, national origin, sex, age, or disability.

Section 2. All references to "employees" in this Agreement shall be deemed to include both sexes and whenever the male gender is used it shall be construed to fully include both male and female employees.

Section 3. The Employer shall not discriminate against, interfere with, restrain or coerce employees because of their lawful activities on behalf of the Union.

Section 4. The Union shall not prohibit, restrain, coerce or take punitive action against any employee in the exercise of any rights granted by this Agreement.

Section 5. Pursuant to all the terms and conditions contained in this Agreement, the Union agrees to represent equally all employees covered by this Agreement.



## ARTICLE X

### BENEFITS

Section 1. All benefits provided for or available to eligible employees covered under the terms of this Agreement shall be strictly pursuant to those specifically approved and published by the Board of Trustees in its manual of Regulations, or amendments thereto, governing University Civil Service Employees, unless otherwise expressly stated in this Agreement. However, benefits in existence at the time of this Agreement shall not be diminished during the term of this contract. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 2. Benefits shall include and are not limited to accrued leave, holidays, sick leave, bereavement leave, jury duty, leave of absence, and educational benefits.

Section 3. Part-time status employees, those with greater than a 50% appointment, shall be allowed to participate in all benefits as provided for under the State of Illinois Civil Service System, Governors State Board of Trustees Regulations, and those extended through the collective bargaining agreement. Any required deductions for dues and/or contributions for such benefits will be subject to the pro-rata share determined by the percentage of appointment of the specific part-time employee.

Section 4. To eliminate scheduling conflicts and ensure that ample staff is available to perform necessary duties, the use of vacation time must have pre-approval by the immediate supervisor. In case of conflicting date requests, the employee with the greatest seniority shall have preference. Seniority, however will apply only from January 2 to January 31 of each year, and will be limited to the selection of ten (10) days. Following the date of January 31, vacation request may be approved on a first come-first serve basis depending on unit operational needs. If two request are submitted on the same day, the employee with more seniority will have priority. Approval is dependent on unit operational needs.

Vacation requests shall be submitted at least five (5) working days in advance. Exceptions to the five (5) working day rule may be granted by the immediate supervisor on a case by case basis depending on unit operational needs. Approval shall not be unreasonably denied.

## ARTICLE XI

### HEALTH AND SAFETY

Section 1. The Employer recognizes its responsibility to make all reasonable provisions for the health and safety 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 conduct discussions of safety as necessary with the employees. The Union recognizes the responsibility of the individual employee in this regard and each employee shall obey safety rules and follow safe work practices to insure his safety as well as that of his fellow workers, immediately reporting any unsafe working conditions, unsafe equipment or work practices to his immediate supervisor. If the problem is not corrected, the Union business representative may take it up directly with the Associate Vice President of Human Resources or his/her designee. Safety/training meetings shall be conducted on a quarterly basis. Disregard of safety rules and safe work practices shall constitute grounds for disciplinary action.

**ARTICLE XII**  
**HOURS OF WORK**

**Section 1.**

a) The basic work schedule for all employees covered by this Agreement shall be thirty-seven and one-half (37 1/2) hours per week consisting of five (5) consecutive working days of seven and one-half (7 1/2) work hours.

b) The seven and one-half (7 1/2) work hours shall be interrupted by an unpaid lunch or rest period of one-half (1/2) hour as assigned by the supervisor.

**Section 2. Shifts.**

Each employee shall be given a regular start time and end time upon being awarded a position with the employer as determined by the operational needs of the institution. The employer shall be permitted to make permanent change(s) to the schedule and shall require at least three (3) weeks of notice to the union prior to the beginning of the change(s). Emergency situations or changes in individual assignments shall not be subject to any requirements for advance notice.

Each employee shall have the right to put forth a bid on any open position and/or shift provided they have completed their probationary period. Bidding shall occur as follows:

a. Postings: Open positions/shifts shall be posted and made known to all employees for five (5) calendar days. Employees interested in the open position should submit their request, in writing, to the supervisor within the posting period. Postings shall include the minimum qualifications required to fulfill the position as determined by management, the shift times, the shift locations, rate of pay and start date.

b. Awarding: Positions shall be awarded based on qualifications, performance standards, and seniority. Should multiple employees bid on the position, all qualifications and performance standards being equal, then the employee with the highest seniority who placed a bid shall be awarded the position.

### Section 3. Guarantee.

An employee shall be guaranteed four (4) hours at the appropriate rate for any assigned work day that may result in less than four (4) hours of work being available for any reason to that employee provided that the employee is available, capable and reports for work on such a day.

### Section 4. Part-Time Employees

The Employer may utilize the services of part-time and temporary Employees to perform bargaining unit work in accordance with Section 250.80, 'Status Appointments', Illinois Civil Service Statutes and Rules, as defined in the Act.

Use of part-time and temporary employees will not result in any layoffs or reduction of normal work hours worked by bargaining unit members. The use of full-time employees shall be limited to a ratio of one part-time employees for every four (4) full-time employees.

## ARTICLE XIII

### OVERTIME

Section 1. An employee will receive one and one-half ( $1\frac{1}{2}$ ) times his regular hourly rate for all hours worked in excess of seven and one-half ( $7\frac{1}{2}$ ) in the work day including working days which overlap into a new work day or into a new payroll period.

Section 2. If an employee works their first regularly scheduled day off in a work week they will receive one and one-half ( $1\frac{1}{2}$ ) times their regular hourly rate for all hours worked. If an employee works their second regularly scheduled day off in a work week they will receive two (2) times their regular hourly rate for all hours worked. To qualify for such payments, the employee must have  $37\frac{1}{2}$  hours worked during the work week preceding the days of rest.

Section 3. Whenever an employee works continuously for more than twelve (12) hours, he shall receive twice his regular hourly rate for all hours worked continuously in excess of twelve (12). Whenever an employee works continuously for twelve (12) hours, he/she shall be entitled to a thirty (30) minutes unpaid lunch period.

Section 4. The University shall attempt to equitably distribute all overtime. When the Employer has need for overtime work the following procedure shall be followed.

a) When overtime work is required, overtime shall be offered on an equalizing, rotating basis. If bargaining unit employees decline the overtime, the overtime will then be offered to extra-help personnel. If efforts to secure the overtime call are unsuccessful, the unit supervisor shall determine the number of required employees and assign the overtime to the least senior unit employee(s). Once an Employee works a mandatory overtime, he/she shall be exempt from another mandatory assignment until all other Employees have worked a mandatory overtime. Employees who are in the top fifty percent (50%) of seniority shall be exempt from the rotating, mandatory overtime list.

b) Employees who reject (except in an emergency) overtime work when offered shall be charged with the overtime, so as to distribute overtime work equally.

c) The Employer shall post an updated overtime list showing name and hours by the fifth of each month reflecting the previous calendar month overtime work credits. The Employer shall post an updated overtime list for the current month.

Section 5. Employees have the right to accept or reject any work in excess of seven and one-half (7 1/2) hours per work day except in an emergency, which is defined as:

1. Any act that endangers life, health, or property; or
2. Unscheduled occurrences or events.

Bargaining unit Employees provide essential services to the operation of the University; thus under emergency conditions, employees shall be required to work their regularly scheduled shift and/or overtime when and as assigned by the Employer. Compliance under these conditions is mandatory. Further, Employees who do not appear for work under such circumstances shall not receive compensation unless the absence had been requested and approved prior to the emergency being called. Any requested use of sick leave must be documented with a physician's note. When emergencies and other unanticipated occurrences or events arise that impact the safety and welfare of the University community, and all reasonable attempts are made to assign overtime as established under Section 4 a., and should all timely attempts to arrange for adequate coverage fail, the University reserves the right to take whatever steps necessary to ensure the needs of the University community are met concerning the safety, health and welfare of the employees, students and general public on campus, in accordance with Article XVI.

Section 6. An employee will receive one and one-half (1 1/2) times his/her regular hourly rate, with a minimum guarantee of four (4) hours, when the employee is called back to work after completing his/her regular day's work. In the event of an emergency closure of the University, employees who are required to continue working, or who report back to work, will be compensated at twice (2 times) their regular hourly rate for all hours worked during such emergency period. Employees told by their supervisor to go home or not report for their regular shift due to an emergency will receive their base hourly pay.

Section 7. Employees who are required and do work on a Holiday shall be compensated at one and one-half (1 1/2) times their hourly rate plus Holiday pay.



## **ARTICLE XIV**

### **SENIORITY**

Section 1. Service and seniority is governed by rules and regulations of the State Universities Civil Service System and by the Civil Service Employee Regulations of the Board of Trustees.

## ARTICLE XV

### MISCELLANEOUS

#### Section 1. Inspection of Locker.

An employee's locker will be inspected only in the presence of a Union representative or the employee.

#### Section 2. Uniforms.

The Employer shall provide uniforms for employees subject to the following conditions:

- a) The Employer shall determine the style and color of uniforms.
- b) The Employer shall determine the initial issue and any subsequent replacement of worn or damaged uniforms.
- c) Employees shall wear issued uniforms in accordance with department policy and regulations.
- d) Maintenance of issued uniforms shall be the responsibility of the Employer.
- e) Employees who are required to perform work out-of-doors shall be provided with appropriate outer and protective wear furnished by the employer. Such commonly maintained outerwear will include gloves, boots, and waterproof clothing as deemed appropriate by the Employer and will supplement standard personal clothing worn by the employee. Employees will be required to wear such University furnished protective clothing as provided herein.
- f) Employees shall be able to spend \$175 once every four years at a supplier of the Employer's choice on foul weather apparel such as coverall, boots and hats. Selected items must be approved by the immediate supervisor as appropriate for work. Purchased items are expected to be worn and utilized for work purposes. New hires shall not be granted this allowance until they have successfully completed their probationary period. Employees who are exempt from snow removal due to a documented medical condition approved by the Employer shall not be granted the allowance.

### Section 3. Union Meetings.

Employees covered under this Agreement may be excused and permitted to attend monthly Union meetings held within the Employer's facilities, provided however that all such meeting commence at noon and further that attending employees shall not be excused from work for more than one (1) hour of paid time.

A designated Union official shall request in writing, from the campus Director of Human Resources, the use of a campus facility for such meetings. This request shall include the proposed date, location and probable duration of such meeting and shall be submitted at least five (5) working days prior to each proposed meeting.

### Section 4. Break Room

Members of the bargaining unit shall have access to a shared break room with other Facilities employees. The location shall be determined by the Employer.

## **ARTICLE XVI**

### **NO CONTRACTING**

During the term of this Agreement, the Employer shall not contract or subcontract the full and regular duties of Union members employed in any classification covered by this Agreement except in an emergency or other period of critical need, as may be defined by the Employer. Any such contracting-out shall be for limited and temporary services and shall not have an effect of displacing any unit employees actively employed during such emergency or period of critical need. The Employer shall inform the Union of any emergency subcontracting under this Article.

## **ARTICLE XVII**

### **LAYOFF**

Whenever an employee is laid off, the Statute and Rules of the State Universities Civil Service System shall govern.

A copy of the written notice of layoff shall be given to the employee at least twenty-one (21) days prior to the effective date of layoff with a copy also being sent to the Union via certified mail at 300 S. Ashland Avenue, Chicago, Illinois 60607, Suite 400.

## ARTICLE XVIII

### 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. Pursuant to Section (11) of Public Act 83-1014 effective January 1, 1984, the parties agree that on the date the Board of Trustees approves this agreement, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

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

If during the duration of the agreement the exclusive representative, can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the agreement.

Section 3. In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 of this Article, the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to the Union 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 4. The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), 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 XIX

### LIMITATIONS OF AGREEMENT

#### Section 1. Legal Limitations.

a) No provision or clause of this collective agreement may supersede law or governmental order.

(b) Previous or past agreements and commitments by and between the parties and those they represent, contrary to and/or of not make a part of the express terms of this Agreement, are agreed to be null and void without recourse.

#### Section 2. University System Limitations.

No provision or clause of this collective agreement may supersede or contradict any existing provision of Board of Trustees Bylaws and Governing Policies or Regulations or the law and Rules governing the State Universities Civil Service System.

Section 3. Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, or Executive Order of the President or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the provisions and applications of provisions of this Agreement shall continue in full force and effect of the life thereof.

#### Section 4.

a) The parties acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and exercised full opportunity to make demands and proposals with respect to any permissible subject or matter. Further, it is agreed that this Agreement expressly states and constitutes all negotiated terms and conditions of employment for employees covered under the Agreement.

b) The parties voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any other subject or matter whether or not referred to or covered by this Agreement and whether or not the subject or



matter was mentioned or discussed during the negotiations preceding the execution of this Agreement, even though such subject or matter may not have been within the knowledge and contemplation or either or both at the time they negotiated or signed this Agreement.

Section 5.

Except for the wage provisions as shown on Addendum A of this Agreement, all other provisions and terms of this Agreement shall not take effect or in any other way become binding on the parties until such time as the Agreement receives ratification by each of the parties hereto.

## ARTICLE XX

### 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 5/15-101 et. seq., 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 820 ILCS 305 et. seq. 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 XXI**

### **DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS**

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

This collective bargaining agreement shall become effective at the opening of business on July 1, 2016 and remain in effect through June 30, 2019. It shall automatically be renewed thereafter from year to year unless either party notifies the other by registered or certified mail at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

#### **Section 2. Changes or Amendments.**

Negotiations or proposed changes or amendments to this collective agreement, pursuant to the notice required by Section 1, immediately above, shall begin not later than sixty (60) days following notification of one party to the other that it seeks to change or amend this Agreement.

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

Negotiations shall continue with this collective agreement remaining in full force and effect until a new agreement is entered into or until this collective agreement is abrogated by one party giving the other ten (10) days written notice that it shall be terminated on or after the natural expiration date of this Agreement.

## ARTICLE XXII

### WAGES AND COMPENSATION

Section 1. Effective July 1, 2016, each bargaining unit employee who was employed prior to June 30, 2016, and who is on the payroll during the pay period in which increases are processed, shall receive no salary adjustment and their rate will remain \$18.49 per hour. Probationary employees hired prior to June 30, 2016, and who are on the payroll during the pay period, will receive a zero percent (0%) increase from \$14.26 to \$ 14.26 per hour.

Section 2. Effective July 1, 2017, each status bargaining unit employee who was employed prior to June 30, 2017, and who is on the payroll during the pay period in which increases are processed, shall receive a seven tenths percent (0.7%) increase from an hourly rate of \$18.49 to \$18.62 per hour. Probationary employees hired prior to June 30, 2017, and who are on the payroll during the pay period in which increases are processed, will receive a seven tenths percent (0.7%) increase from \$14.26 to \$ 14.36 per hour.

Section 3. Effective July 1, 2018, if state appropriations are less than FY15 of \$24,062,100 then each status bargaining unit employee who was employed prior to June 30, 2018, and who is on the payroll during the pay period in which increases are processed, shall receive a seven tenths percent (0.7%) increase from an hourly rate of \$18.62 to \$ 18.75 per hour. Probationary employees hired prior to June 30, 2018, and who are on the payroll during the pay period in which increases are processed, will receive seven tenths percent (0.7%) increase from \$14.36 to \$ 14.46 per hour. However, if state appropriations are equal or greater to FY15 of \$24,062,100 then each status bargaining unit employee who was employed prior to June 30, 2018 and who is on the payroll during the pay period in which increases are processed shall receive a two percent (2.0%) increase from an hourly rate of \$18.62 to \$18.99. Probationary employees hired prior to June 30, 2018 and who are on the payroll during the pay period in which increases are processed will receive a two percent (2.0%) increase from \$14.36 to \$14.65 per hour.

Section 4. Bargaining unit employees who have been in continuous employment at Governors State University for one (1) or more years shall be eligible for two (2) non-accruable personal days. Those employees with two (2) or more years of service shall be eligible for one (1) additional personal day, for a maximum of three (3) non-accruable personal days. Time will be granted for any reason upon advanced request of the employee to his/her supervisor. Where the need for such leave is occasioned by factors beyond the control of the employee and arising too suddenly to permit advanced approval, the employee may be granted post approval at the discretion of the employer on a case-by-case basis. The employee must adhere to the normal call-in procedures of notifying the supervisor one hour in advance of the start of the shift. Approval shall not be unreasonably denied.

Section 5. Shift Differential.

Employees who have a shift commencing between 2:00 p.m. and 5:59 a.m. shall receive a \$.55 per hour shift differential for all hours actually worked during the day, and while an employee is on approved vacation.

Section 6. Snow Removal. Bargaining unit employees who are required to perform the duty of removing snow shall receive an additional \$3.00 per hour in addition to their normal base pay for performance of this duty. Unit employees shall be required to remove snow and salt from surfaces not to exceed 25 feet in length from the entrances, including the width of the entrance for the exception of the Faculty Office Center which would include the steps and all ramps.

Section 7. Incentive Pay For Perfect Attendance

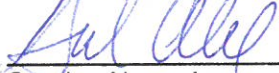
An employee shall earn one day of pay equivalent to 7.5 hours times their regular hourly rate for each four (4) months of perfect attendance on regularly scheduled work days. The four month periods shall be January 1 through April 30; May 1 through August 31; September 1 through December 31 of each calendar year. Use of sick leave, absence without pay, and tardiness shall disqualify the employee from earning the incentive pay provision during the period that such absence or tardiness occurs.

ARTICLE XXIII

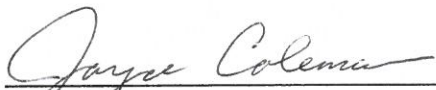
ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one (1) through thirty-nine (39) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

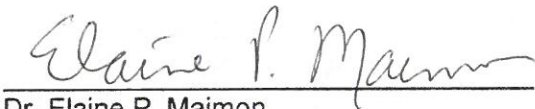
For the Board of Trustees of  
Governors State University



Sandra Alvarado  
Director of Human Resource Service  
Governors State University



Joyce Coleman  
Associate Vice-President of Human Resources  
& Diversity

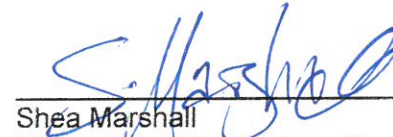


Dr. Elaine P. Maimon  
President  
Governors State University

For the Union



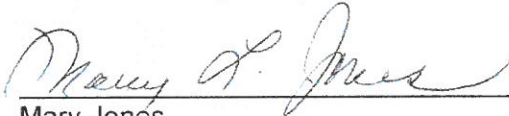
Union Trustees  
Local #73 SEIU, CTW, CLC



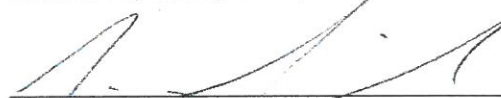
Shea Marshall  
Higher Education Division Director  
Local #73 SEIU, CTW, CLC



Cynthia Turner  
Committee Member  
Local #73 SEIU, CTW, CLC



Mary Jones  
Committee Member  
Local #73, SEIU, CTW, CLC



Jon Simunovich  
Committee Member  
Local #73, SEIU, CTW, CLC

June 19, 2017

Date

June 5, 2017

Date