

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

on behalf of

GOVERNORS STATE UNIVERSITY

and

Health Care, Professional, Technical, Office, Warehouse and
Mail Order Employees Union

Maintenance Laborers

LOCAL 743

Affiliated with

The International Brotherhood of Teamsters

July 1, 2019 - June 30, 2022

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PREAMBLE

This Collective Bargaining Agreement is made and entered into by and between The Board of Trustees in behalf of Governors State University (hereinafter referred to as the "Employer") and Teamsters Local #743, (hereinafter referred to as the "Union").

ARTICLE 1

RECOGNITION

Section 1.

The Union having been duly certified by the Illinois Educational Labor Relations Board in Case No. 85-VR-0003-C is recognized by the Employer as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, and working conditions for all educational employees as defined in Public Act 83-1014 in the classification Maintenance Laborer and Grounds Worker.

ARTICLE 2

NON-DISCRIMINATION

Section 1.

Neither the Employer nor the Union shall practice discrimination against any individual covered under this Agreement on account of race, creed, color, religion, national origin, sex, age, disability, political affiliation and/or beliefs, marital or parental status, or other non-merit factors.

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 and the Union agree that no employee shall be discriminated against, interfered with, intimidated, restrained or coerced in the exercise of any right granted by the Illinois Educational Labor Relations Act or by this Agreement or on account of membership or non-union membership in or lawful activities on behalf of the Union.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1.

The Union recognizes that the Board retains and reserves to itself all rights, power, privileges, responsibilities and authority conferred upon and vested in by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize and maintain the university and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and privileges in furtherance thereof.

ARTICLE 4

UNION RIGHTS

Section 1. Activity During Working Hours

Employees shall be allowed reasonable time off with pay during working hours to attend grievance meetings, labor/management meetings, committee meetings, and related activities if such committees have been established by this contract, or meetings called or agreed to by the Employer or required to attend such meetings by virtue of being union representatives, stewards, witnesses or grievants, and if such attendance does not substantially interfere with the department's operations.

Section 2. Access to State Premises by Union Representatives

The Employer agrees that local representatives and officers and Teamsters Local 743 representatives shall have reasonable access to the premises of the Employer. The Union representative shall give notice upon arrival to the Department of Human Resources.

Section 3. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate union business such as union meetings, state or area-wide Union Committee Meetings, state or international conventions, provided such representatives shall give reasonable notice to his/her supervisor of such absence and such absence does not substantially interfere with the department's operation.

Section 4.

Union members shall have the right to attend local Union meetings for up to one (1) hour per month during work time.

ARTICLE 5

JURISDICTION DISPUTE

Section 1.

In case of a jurisdictional dispute arising between representatives of this Union and those of other unions, it is understood by and between the Employer and Union as follows:

- (a) That Union will notify representatives of the Employer of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
- (b) That Employer will notify Union representatives of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.
- (c) That representatives of Employer and Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the

jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.

(d) If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing.

(e) If an agreement satisfactory to all parties is not reached at the meeting, the Employer may forthwith make new work assignments, change work assignments or continue work assignments in accordance with University Civil Service System job classification systems. Provided, however, the Employer may refrain from such assignments if the Union or another union submits to the Employer a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting. If notice of intent to demand arbitration concerning the jurisdictional dispute is given, the Employer shall, except in an emergency, refrain from implementing new work assignments or changing work assignments for a minimum of thirty (30) days to allow an opportunity for the union(s) to take appropriate action to resolve the dispute.

(f) Without regard to implementation of a job assignment or assignments, the Employer will receive and give due consideration to any recommendations or decision from an authorized adjudicative body or arbitrator relative to a jurisdictional dispute between Union and any other union.

If the Employer determines that it does not accept the recommendation or decision of an authorized adjudicative body or arbitrator, the Employer will place in writing to the Union the rationale for rejection within ten (10) working days of receipt.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 1. Grievance

(a) A Grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

(b) Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself.

Step 1. Whenever an employee(s) has a grievance, he/she shall have five (5) working days from the date the grievant became aware of the occurrence or reasonably should have known of the occurrence, giving rise to the grievance, to take up the grievance orally with the first level of supervision outside of the bargaining unit. An employee may be accompanied by or have a grievance presented in his/her behalf by a Union representative. The immediate supervisor shall then make an effort to adjust the matter and shall respond orally to the grievant within seven (7) working days.

Step 2. If a grievance is not resolved at Step 1, it shall be reduced to writing and the written grievance shall be presented by a Union representative to the next level of supervision within five (5) working days after the date upon which the supervisor's reply is due or given, whichever is

earliest. The supervisor shall respond to the Union representative in writing with within seven (7) working days, unless the Supervisor and Union hold a meeting to discuss the grievance. That meeting will occur within ten (10) working days after the date the Step 1 reply was due or given, whichever is earliest. The answer is then due within five (5) working days of the meeting.

Step 3. If a grievance is not resolved at Step 2, the written grievance shall be presented to the Department of Human Resources within three (3) working days after the date the Step 2 response is due or given, whichever is earliest. The Associate Vice President of Human Resources or her/his designee shall respond in writing within ten (10) working days following the meeting with the Union designated representative(s).

Section 2. Arbitration.

(a) If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Associate Vice President of Human Resources or her/his designee in writing within ten (10) working days after the receipt of the decision. The University and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators. The parties shall alternately strike the names of two arbitrators, flipping a coin to determine who shall make the first strike. The remaining person shall be the arbitrator who shall be notified of their selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties.

(b) Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated for payment of employees travel expenses and/or time spent outside of the employee's normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability before proceeding to the merits of the case. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The decision and award of the arbitrator shall be final and binding on the Employer, Union and the employee or employees involved.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the copy.

Section 3.

There should be no taping or other verbatim records kept in any step of the grievance procedure. However, either party may cause a transcript to be produced at any arbitration hearing. Nothing herein precludes an arbitrator from tape recording the proceedings.

Section 4.

(a) Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

(b) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

(c) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except Section 2., Arbitration.

(d) Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure may be filed at the appropriate step where the action giving rise to the grievance was initiated with the mutual agreement of both parties.

ARTICLE 7 **HOURS OF WORK AND OVERTIME**

Section 1.

(a) The normal workday for full-time employees shall consist of seven and one half (7 1/2) consecutive hours and the normal work week for full-time employees shall consist of five (5) workdays with two (2) days off.

Section 2.

The bargaining unit employees shall be entitled to an unpaid lunch period of no less than thirty (30) minutes, nor more than one (1) hour. The University shall establish the lunch period schedule and shall inform the employees of that schedule prior to implementation or change.

Section 3.

There shall be two (2) paid rest periods of fifteen (15) minutes each during each regular shift; one at the approximate midpoint of the first half of the shift and one at the approximate midpoint of the second half of the shift.

Section 4.

The Employer shall determine and implement shift schedule requirements based upon the operational needs of the university. The Employer shall be permitted to change shifts and/or work

weeks by giving the Union 30 calendar days' notice of any intended changes. Emergency situations, temporary schedule changes, or changes in individual assignments shall not be subject to any requirements for advance notice. Shift selection will be based upon seniority.

Section 5.

Employees who work in excess of 7.5 hours per day or who work in excess of 37.5 hours per work week shall be compensated at one and one half (1 1/2) times their base hourly rate for those hours worked in excess of the above. (This section shall be interpreted to exclude the pyramiding of overtime.)

Section 6.

Work performed by an employee on his/her first regularly scheduled day off in a work week shall be compensated at one and one-half (1 1/2) times the employee's base hourly rate. Work performed by an employee on his/her second regularly scheduled day off in a work week shall be compensated at two (2) times the employee's base hourly rate.

All hours worked on a board holiday shall be compensated at the rate of time and one-half plus holiday pay. This section shall be interpreted to exclude the pyramiding of overtime, however, in all cases the highest single applicable overtime rate will be paid.

Section 7.

Employees assigned chauffeur duties shall receive an additional seventy-five (\$0.75) cents per hour added to the base hourly rate for all hours required in performance of these duties.

Section 8.

Whenever an employee is called back to work at the university on a day in which he/she has completed his/her normal shift or on a regularly scheduled day off he/she shall be paid a minimum of 4 hours pay at the applicable rate.

Section 9.

Employees who are required to work during an emergency closing, due to the nature of their assigned task, shall be compensated at one and one-half (1 1/2) times their hourly rate for hours worked after an official notification of closing.

Section 10.

Employees required to work during a time the university is officially closed for an emergency, and who work for a period of twenty-four (24) consecutive hours during an emergency closing shall receive an additional five (5) hours straight-time pay in addition to their regular and/or overtime pay.

Section 11.

Overtime shall be distributed on an equalizing rotating basis. Refusal of overtime hours shall count as hours worked in the equalization of overtime. The university shall post an overtime chart for the unit employees. Overtime assignments of two hours or less shall not require overtime list rotation.

Due to the nature of the Employees work, Employees may be periodically required to work beyond their normally scheduled shift. Employees given less than one hour notification for continuous work overtime prior to the end of their shift by their supervisor or other department manager shall work and be compensated for a minimum of two overtime hours at one and ½ times their regular rate of pay.

In as much as the Employer operates an educational institution with services provided by members of this bargaining unit, certain instances require working hours outside of the normal shift(s). In these cases, overtime may be required. 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 already working the overtime call voluntarily shall be exempt from the rotating, mandatory overtime list and go to the bottom of the list.

Snow removal is to be considered a mandatory work assignment / overtime. Personnel on the snow removal team are to anticipate working based on weather conditions. Other weather and emergency issues will be addressed as needed. In relation to weather related issues, individuals will be assigned the overtime or expected to report prior to the beginning of their shift by their supervisor or his/her designee. Failure to respond promptly when called for a foul weather situation can adversely affect service to the campus community and be cause for disciplinary action. Employees will be allowed to pass four (4) times on phone call-outs within the winter season, November 1 thru April 1.

In instances when snow removal demands become lengthy, employees may be required to work a double shift. Employees shall not be required to work longer than fifteen (15) hours. Employees who desire to work longer are required to coordinate with their supervisor a minimum four (4) consecutive hours of off the clock time within a twenty-four (24) hour period. Off the clock time periods may be staggered based on supervisor discretion.

With the exception of different situations, including, but not limited to, snow removal, fire, burst pipes, and severe storm situations, such as fallen trees and flooding, employees shall be given reasonable, advance notice when mandatory overtime is required. Employees may be released from mandatory overtime assignments by their supervisor if adequate staffing is available. Seniority will dictate the order of release as necessary.

Should all reasonable attempts to arrange for adequate coverage from the existing workforce fail, the University reserves the right to ensure that the needs of the University community are met concerning the safety, health and welfare of the employees, students and the general public on campus.

Section 12.

Employees may request compensatory time in lieu of cash payment for overtime. Such request must be made within the same work week and is subject to supervisory approval. Employees shall not be permitted to accumulate more than 40 hours of compensatory time. Use of accumulated compensatory time shall be subject to prior approval of their supervisor.

Section 13.

Employees shall be allowed a clean-up period ten (10) minutes prior to the end of their normal daily shift.

Section 14.

Work performed by Employees in excess of fifteen (15) hours per twenty-four (24) hour period shall be compensated at two (2) times the employee's base hourly rate.

ARTICLE 8 BENEFITS

Section 1.

Benefits shall include those items specifically referenced in Board of Trustees Regulations and shall be controlled by the above referenced Regulations. Benefits in the control of the Employer will not be diminished during the life of this Agreement and any improvements in any of them will be made applicable to employees covered by this Agreement. The benefits described in these Regulations shall be subject to applicable state and federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 2.

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. 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, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, first cousin, or a member of the immediate household.

Section 3.

Employees who have three (3) or more years of service will be granted Veteran's Day off work, which will be approved based on the business needs of the Department.

Section 4. Non-Accruable Personal Days.

Employees with one to four years of service will receive one (1) non-accruable personal day off per contract year, employees with five to nine years of service will receive two (2) non-accruable days off per contract year; employees with ten or more years of service will receive three (3) non-accruable days off per contract year.

Employees may use one (1) earned personal day per contract year for emergency call-off purposes, such day will not require advance notice or approval.

Section 5.

Employees on probation will be paid ninety percent (90%) of the minimum scale.

Section 6.

Effective July 1, 2003 Bargaining Unit employees shall receive two (2) days off for a performance evaluation rating of "superior"; and one (1) day off for a performance evaluation rating of "generally exceeds expectations." Probationary employees are not eligible for Performance Evaluation Days. New employees that satisfy their probation period and have been hired prior to January 1, will be evaluated for the current year and will have their Performance days prorated for the remainder of the contract year in which they were hired. These days shall be scheduled in advance, and will not be unreasonably denied by the supervisor.

Section 7.

Effective July 1, 2003, pursuant to Public Act 92-0599 and subsequently upon the employee's request, unused compensable sick leave will be paid out to bargaining unit employees at the current rate of earnings as part of "earnings" from the University during the period of up to two years of employment prior to retirement. This payout will be subject to the 20% limitation and the guidelines set by the State Universities Retirement System (SURS).

The employee must submit an irrevocable "election to retire" prior to receiving this benefit. In the event that this provision under Public Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid during employment prior to retirement to the extent prohibited by such amendment, unless a new agreement allowing such payment is negotiated by the University and Local 743. Employees already receiving the benefit at the time of the repeal or amendment of Act 92-0599 will have the choice to continue receiving this benefit.

Section 8.

The Board of Trustees and the Union agree to the implementation of an Employee Assistance Program. 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.

The parties indicate by this Agreement their mutual support of Employee Assistance Programs and to that end will encourage employees needing and/or desiring such services to contact the provider.

ARTICLE 9 **HEALTH AND SAFETY**

Section 1.

The Employer recognizes its responsibility to make appropriate provisions for the health and safety of the employees, to assure and enforce compliance with applicable laws, and to maintain sound operating practice which will result in safe working conditions.

The Union recognizes the responsibility of bargaining unit members to observe appropriate safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

Section 2.

Employees who are provided uniforms by the Employer, shall be required to wear them during normal working hours. Employees shall follow University and departmental dress code policy and regulations.

Section 3.

Employees shall be able to spend \$250 once every three (3) years at a supplier of the Employer's choice on foul weather apparel such as coveralls, 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.

ARTICLE 10 **DUES DEDUCTION AND FAIR SHARE**

Section 1.

The Employer agrees to deduct union dues and assessments from the pay of those employees who have individually authorized, in writing, such deductions.

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 Teamsters Local 743 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
STRIKES, WORK STOPPAGES OR LOCKOUTS

During the term of this Agreement, each of the parties agrees that there will be no strikes, secondary strikes or boycotts, work stoppages, slowdowns, or lockouts by the Union or the Employer.

ARTICLE 12
AUTHORITY OF THE CONTRACT

Section 1.

This Agreement shall be considered to incorporate, except as otherwise provided herein, the Rules and Regulations of the State Universities Civil Service System of Illinois; the Rules and Regulations of the State Universities Retirement System; and the Civil Service Employee Regulations of the Board of Trustees in behalf of Governors State University.

Section 2.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter.

Section 3.

Should any provision of this Agreement be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In the event a provision is determined to be contrary to law in accordance with this section, the provision so determined shall be modified by the parties to comply thereto.

ARTICLE 13
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, 2019 and remain in effect through June 30, 2022. 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 amendment to this collective Agreement, pursuant to the notice required by Section 1, immediately above, shall begin no 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 14
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 15
ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages number 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

FOR THE UNION

 9/15/20

Date

Sandra Marak
Director of Human Resource Services
Department of Human Resources
Governors State University

 9/8/20

Date

Debra Simmons-Peterson
President
Local No. 743, I.B.O.T.

 9-21-20

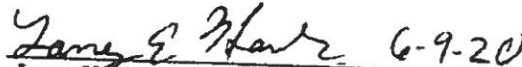
Date

Cheryl Green
President
Governors State University



Date

Brendan Crowley
Senior Union Representative
Local No. 743, I.B.O.T.

 6-9-20

Date

Larry Hank
Steward
Local No. 743, I.B.O.T.

Wage Addendum

**TEAMSTERS LOCAL #743
MAINTENANCE LABORERS**

July 1, 2019 through June 30, 2022

1. Effective July 1, 2019 - All bargaining unit employees shall receive a two percent (2.0%) increase. 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.
2. Effective July 1, 2020 - All bargaining unit employees shall receive a two and three quarters percent (2.75%) increase in their base salary.
3. Effective July 1, 2021 - All bargaining unit employees shall receive a three percent (3.0%) increase.