

**AGREEMENT**

**BETWEEN**

**BOARD OF TRUSTEES  
OF  
EASTERN ILLINOIS UNIVERSITY**

**And**

**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO,  
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS' DISTRICT COUNCIL AND  
LABORERS' LOCAL 159**

**DURATION: JULY 1, 2012 – JUNE 30, 2016**

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## **AGREEMENT**

This Collective Bargaining Agreement entered into by and between the Board of Trustees of Eastern Illinois University, Charleston, Illinois (hereinafter referred to as the "Employer") and the Laborers' International Union of North America, AFL-CIO, the Southern and Central Illinois Laborers' District Council and Laborers' Local 159 (hereinafter referred to as the "Union"), acting pursuant to the law as the exclusive bargaining agency for the employees covered by the Agreement.

The use of the masculine pronoun in this document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

### **ARTICLE 1** **RECOGNITION**

The Employer recognizes the Union as the exclusive collective bargaining representative in matters pertaining to wages, hours, terms and conditions of continuing employment for employees appointed to apprentice or status positions within the classifications Laborer and Laborer Sub-Foreman as certified by the Illinois Educational Labor Relations Board (Case No. 2005-RC-0023-S). The Employer and the Union acknowledge their commitment to negotiate over those matters indicated above, in good faith, and consistent with the Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq.) governing such matters.

### **ARTICLE 2** **JURISDICTIONAL DISPUTE**

In the 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 the Union as follows:

- A. That the Union will notify representatives of Employer of the jurisdictional dispute immediately upon its coming to its attention.
- B. That Employer will notify Union representatives of the jurisdictional dispute immediately upon its coming to its attention.
- C. That representatives of the Employer and the 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 and be binding on all parties.
- E. If no satisfactory agreement is reached at the meeting, then the Employer will determine and make work assignments in accordance with University Civil

Service System job specifications; provided, however, that where the Civil Service job specification is of no help to the Employer, then the Employer shall make such work assignment(s) based on "what is in the best interest of the University."

- F. In the event the Union fails to notify the Employer within thirty (30) days of becoming aware of a jurisdictional dispute or the Employer notifies the Union that a question of jurisdiction has developed and the Union does not make an effort to defend its jurisdiction, the Employer may continue to make work assignments as deemed appropriate.
- G. By mutual Agreement, the parties may request in writing an extension of time for the purpose of further investigating the matter and/or avoiding a conflict in scheduling.

### **ARTICLE 3** **DUES DEDUCTION AND FAIR SHARE**

#### **Section 1. Dues Deduction**

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

Upon receipt of a voluntary written and signed authorization card for a deduction to the Midwest Region Laborers' Political League from an employee, the Employer shall deduct and submit such voluntary contribution to the address designated by the Union in accordance with the laws of the State of Illinois.

#### **Section 2. Fair Share**

Pursuant to Section 11 of the Illinois Education Labor Relations Act (115 ILCS 5/1 et seq.), the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction under Section 1 of this Article, or if the Union otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Union at the time, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of its members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the Illinois Educational Labor Relations Board (I.E.L.R.B.) or unless a majority of the members of the bargaining unit no longer have authorized deductions under Section 1 of this Article; in which event such involuntary deductions will cease. Such involuntary deductions shall

be forwarded to the Union along with the deduction provided for in Section 1 of this Article.

**Section 3.**

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. that deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

**Section 4.**

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

**Section 5.**

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

**Section 6.**

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

**Section 7.**

In the event that the I.E.L.R.B. Rules referred to in Section 3 of this Article lapse or become inoperative for any reason, then the parties hereto agree that this Article shall likewise be inoperative and the parties shall commence without delay to negotiate a new Fair Share Article.

**ARTICLE 4**  
**NON-DISCRIMINATION**

In accordance with applicable laws, the Employer and the Union pledge and commit to not discriminate against any employee covered by the terms of this Agreement on account of race, color, religion, national origin, sex, marital status, sexual orientation, age, or physical or mental handicap, political affiliation and/or beliefs, and/or other non-merit factors. In addition, the parties agree to support the design and implementation of programs to provide equal opportunity and affirmative action in the employment setting.

Complaints involving discrimination or sexual harassment shall be reported to the University Office of Civil Rights and Diversity

**ARTICLE 5**  
**MANAGEMENT RIGHTS**

The Union recognizes and supports the Employer's retention to itself of all rights, powers, privileges, responsibilities and authority conferred upon and vested by law, whether exercised or not, including but not limited to, the right to operate, manage, control, direct the work force, organize and maintain the University and in all respects carry out the ordinary, regular and customary functions of management.

The Union in recognizing the Employer's rights to manage its operations agrees to cooperate in creating the highest degree of efficiency in such operations.

**ARTICLE 6**  
**LIMITATION OF AGREEMENT AND WAIVERS**

**Section 1.**

Unless amended elsewhere in this Agreement, this Agreement shall be subject to and be controlled by the Rules and Regulations of the State Universities Retirement System, the Board of Trustees of Eastern Illinois University Bylaws, Governing Policies, and Regulations, EIU Internal Governing Policies, and the State of Illinois Universities Civil Service Statute and Rules as from time to time amended.

**Section 2.**

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 of the United States or the Governor of Illinois, or final adjudication by any court of competent jurisdiction, that provision or application of a provision of this Agreement shall be null and void. However, the parties reserve the right to meet and discuss such matter(s).

**Section 3.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Where past practice conflicts with the expressed terms of the Agreement, the Agreement shall prevail.

**Section 4.**

All 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 the bargaining unit and the Eastern Illinois University Board of Trustees.

**ARTICLE 7**  
**LABOR MANAGEMENT CONFERENCE**

**Section 1.**

The Union and 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 the Director of Employee and Labor Relations or designee. Such meetings shall be requested in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Unless mutually agreed to do otherwise, such meetings shall be held on the campus of Eastern Illinois University. The purpose of a "labor-management conference" shall normally be limited to the following:

- a) Discussion on the implementation and general administration of this Agreement.
- b) Pro-active approach to resolving disputes.
- c) A sharing of general information of interest to the parties.

**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 this Agreement be carried on at such meetings.

**ARTICLE 8**  
**GRIEVANCE PROCEDURE AND ARBITRATION**

**Section 1.**

A grievance is defined as a claim of a violation of a specific provision of this Agreement. Any grievance filed shall be on a form prescribed by the Employer and refer to the specific provision alleged to have been violated. It shall set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be denied by the Employer as not constituting a grievance.

Demotions, discharges, probationary dismissals, suspensions of thirty (30) days or more, reallocations, and reclassifications are not subject to this Grievance Procedure, but shall be subject to the appeal or review processes as put forth by the State Universities Civil Service Rules.

**Section 2.**

**Step 1.** Whenever an employee(s) has a grievance, the employee or a Union representative shall have five (5) working days from the date of occurrence giving rise to the alleged violation to file the grievance. The grievance shall be reduced to writing and the written grievance shall be presented to the Director of Facilities, Planning and Management or his/her designee. The Director of Facilities, Planning and Management or his/her designee shall respond in writing within five (5) working days.

**Step 2.** If the grievance is not resolved at Step 1, the same written grievance shall be presented, by the Union, to the Director of Employee and Labor Relations within five (5) working days after the Step 1 response. The Director of Employee and Labor Relations or his/her designee shall conduct a meeting on the grievance within ten (10) working days. The Director of Employee and Labor Relations or his/her designee shall respond in writing within ten (10) working days after the meeting.

**Step 3.** If the grievance is not resolved in Step 2, the Union Business Manager or his/her designee may request a pre-arbitration conference to include representatives of the Union and the Office of Employee and Labor Relations for the purpose of attempting to resolve the grievance. Such request shall be presented by the Union Business Manager or his/her designee, in writing, to the Office of Employee and Labor Relations within ten (10) working days from the receipt of the opinion of the Director of Employee and Labor Relations or Designee under Step 2. If the grievance is not resolved, either party may submit the grievance to arbitration.

**Section 3.**

A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Office of Labor Relations in writing within ten (10) working days after the receipt of the decision. The Office of Employee and Labor Relations and the Union shall attempt to agree upon an arbitrator, but if they unable to do so within ten (10) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service or Department of



Labor Mediation Services to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of three (3) arbitrators, taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of his/her 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 employee's 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. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The expenses and fees of the arbitrator, and the cost of the hearing room shall be shared equally by the parties.

#### **Section 4.**

- A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not filed or 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 in writing by mutual agreement of the parties involved at that particular step.
- C. If the Employer does not respond within the prescribed time limits, the grievance shall be automatically advanced to the next step of the procedure, except arbitration.

### **ARTICLE 9** **NO STRIKE / NO LOCKOUT**

#### **Section 1.**

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

**Section 2.**

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

**ARTICLE 10**  
**BENEFITS**

**Section 1.**

- A. The employees in the bargaining unit shall be entitled to these specific benefits as provided to civil service employees by the Board of Trustees of Eastern Illinois University Regulations, as from time to time amended, including Section II.A.9 and C.7 as indicated: Limitations and Eligibility, Section II.C.7.a; Vacation Leave, Section II.C.7.b.; Sick Leave, Section II.C.7.d.; Bereavement Leave, Section II.C.7.f.; Educational Benefits, Section II.C.7.h.; Family Medical Leave (FMLA), Section II.C.7.e.; Court Required Service, Section II.A.9.c.; Military Leave, Section II.A.9.b.; Emergency Leave, Section II.A.9.e.; and Leave of Absence, Section II.C.7.g.; Compulsory Disability Leave, Section II.C.9; Sick Leave Bank, EIU Internal Governing policy 6.1.
- B. Holidays: Paid Holidays for employees in the bargaining unit shall be as follows: Labor Day, Day after Thanksgiving, Thanksgiving Day, Day before or after Christmas, Christmas Day, Day before or after New Year's Day, New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday, Memorial Day, Independence Day.
- C. In the event that work is required on any observed holiday as stated above, compensation shall be as specified in the Board of Trustees Regulations.

**Section 2.**

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.

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

**Section 1.**

During the term 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. 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.**

**Pensions.** During the term of this Agreement, retirement benefits, which may include death and disability benefits, shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois Pension Code (40 ILCS 5/1-101, et seq.).

**Section 3.**

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all employees covered by this Agreement in accordance with the Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310).

**Section 4.**

During the terms 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**  
**HOURS OF WORK AND OVERTIME**

**Section 1.**

The workweek shall be seven (7) consecutive, 24-hour days commencing at 12:01 A.M. on Monday and ending at 12:00 Midnight on Sunday.

**Section 2.**

Unless agreed to otherwise elsewhere in this Agreement, Employees shall normally be assigned a work schedule of five (5) consecutive days within each workweek. Work schedules, other than Monday through Friday, shall be discussed with the Union prior to implementation.

**Section 3.**

The normal workday shall consist of seven and one-half (7 ½) hours paid, broken at the approximate mid-point by a one-half (1/2) hour unpaid meal period.

**Section 4.**

The employees shall receive a thirty (30) minute paid rest period during their shift at a time designated by Supervision. Employees may be permitted to have a ten (10) minute paid clean-up period at the end of their shift at the discretion of Supervision.

**Section 5.**

Unless agreed to otherwise elsewhere in this Agreement, overtime shall be paid at one and one-half (1 ½) times the base hourly rate for actual hours worked beyond thirty seven and one-half (37 ½) hours in a workweek or seven and one-half (7 ½) hours in a workday. All hours worked on the employee's first regularly scheduled day off in his/her scheduled workweek shall be compensated at time and one-half (1 ½) at the regular rate of pay. All hours worked on the employee's second scheduled day off in his/her scheduled workweek shall be compensated at two (2) times the regular rate of pay.

**Section 6.**

When a bargaining unit employee is called in to work on a day when work has been completed and the employee has left the University or on the employees' regular day(s) off, the employee shall be compensated for a minimum of two (2) hours at the applicable rate. If the employee is required to work more than two (2) hours, the employee shall be compensated for all hours worked at the applicable rate.

**Section 7.**

The parties agree that job assignments requiring the wearing of a half-face (or appropriate) respirator shall be paid a differential of fifty-cents (\$.50) per hour for actual hours worked. The payment of the wage differential shall be in one-half hour (1/2 hour) increments and shall be added to the base wage when computing overtime pay.

**Section 8.**

The distribution system for overtime shall continue in a manner consistent with the practice in place at the time of implementation of the Agreement, unless the parties mutually agree to subsequent deviations. If a dispute does arise regarding the distribution of overtime, the parties shall resolve such issue at a Labor Management Conference, Article 7. Overtime shall be maintained on a monthly basis and shall be available for review by the employees.

**Section 9.**

The Employer may implement a one-person second shift. The second shift assignment shall be for a minimum of 90-calendar days continuous time frame. Such assignment shall be filled with a status bargaining unit employee. The shift shall be filled using a voluntary system or when volunteers are not available, the position shall be filled on the basis of seniority.

- A. Compensation for the Journeyman Laborer regularly assigned to the second shift shall be the base hourly wage plus \$0.75 per hour (1/2 hour minimum) for all hours worked if the employee(s) works half or more of their hours between the hours of 2:00 P.M. and 10:00 P.M. Only an employee(s) assigned to the second shift on a regular basis or a replacement for an employee on the second shift shall be eligible for a shift differential. The shift differential shall be added to the employee(s) base hourly wage when calculating overtime. Furthermore, the shift differential shall be added to the base hourly wage for non-work hours paid for holidays (working or not) and accrued leave, provided the employee(s) was receiving a shift differential immediately prior to the holiday or accrued leave and/or would otherwise be scheduled during the holiday(s) or accrued leave(s) so as to receive a shift differential for actual hours worked.
- B. The parties mutually agree to meet and discuss over the expansion of the number of employees assigned to the second shift.

**Section 10.**

The Employer, primarily in the summer months, reserves the right to adjust the starting time for bargaining unit employees due to emergencies, weather conditions, work coordination and other legitimate reasons.

**Section 11.**

In lieu of the normal workweek as defined in Sections 1 and 2 of this Article, the University may implement a four (4) or four and one-half (4-½) day workweek for some or all of the employees in the unit.

It is agreed by the parties that the overtime provisions of this Agreement relating to the number of work hours in a day shall be automatically amended to reflect the number of hours worked per day on a four (4) or four and one-half (4 ½) day workweek.

**ARTICLE 13**  
**CONTRACTING**

The Union shall be notified of work contracted out when that contracting would result in bargaining unit employees being subject to layoff, or a reduction in straight time hours.

**ARTICLE 14**  
**TOOLS**

The University shall provide employees with power tools necessary to complete their duties. The University shall replace broken tools, where such damage is a direct result of the performance of assigned duties.

**ARTICLE 15**  
**WAGES**

**Section 1.**

During the term of this Agreement, bargaining unit employees shall receive the wage rate for Construction Laborer in Coles County, as certified by the Department of Labor, effective July 1, 2012. The Sub-foreman's wage shall be as outlined in Section 2 of this Article.

**Section 2.**

The parties agree that during the term of this Agreement the Sub-Foreman wage shall be one dollar seventy-five cents (\$1.75) above the base rate of pay for the Laborer.

**ARTICLE 16**  
**FURLOUGH**

In the event a Furlough Day program is deemed necessary by the President of the University, the university and the union agree to meet and impact bargain the effects of the program prior to its implementation.

**ARTICLE 17**  
**DURATION OF AGREEMENT AND CHANGES OR AMENDMENTS**

**Section 1. Duration of Collective Agreement**

This Collective Bargaining Agreement shall become effective July 1, 2012, and remain in effect through June 30, 2016. It shall automatically be renewed thereafter from year to year unless either party notifies the other by registered or certified mail at least one hundred-twenty (120) 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 Bargaining Agreement, pursuant to the notice required by Section 1, immediately above, shall generally begin not later than one hundred-twenty (120) days following notification of one party to the other that it seeks to change or amend this Agreement, unless a different time period or date is mutually agreed.

**Section 3. Status Of Collective Bargaining Agreement During Negotiations and Termination Thereof**

The parties recognize joint responsibility to provide continuing service to the end that Employer operations are not interrupted. If, during the course of negotiations, an impasse occurs, mutually agreeable efforts shall be made by the parties to resolve the impasse.

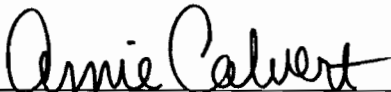
Negotiations shall continue with this Collective Bargaining Agreement remaining in full force and effect until a new Agreement is entered into or until this collective Agreement is abrogated by one party giving the other ten (10) days written notice that it shall be terminated on or after the natural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

**ARTICLE 18**  
**ACCEPTANCE BY PARTIES**

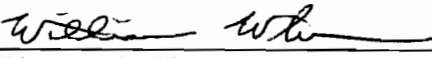
We hereby state the foregoing instrument is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

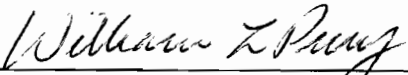
FOR THE EMPLOYER:

Eastern Illinois University:

  
\_\_\_\_\_  
Amie Calvert  
Office of Employee and Labor Relations

  
\_\_\_\_\_  
Robert L. Miller, General Counsel

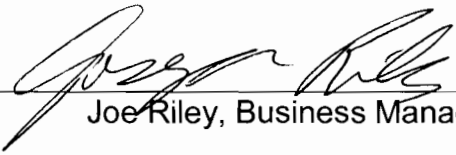
  
\_\_\_\_\_  
William V. Weber, Vice President  
for Business Affairs

  
\_\_\_\_\_  
William L. Perry, President

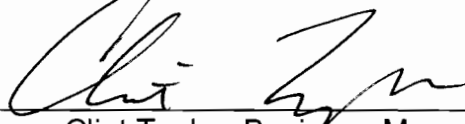
Date: 12.5.12

FOR THE UNION:

Laborers' Local 159:

  
\_\_\_\_\_  
Joe Riley, Business Manager

The Southern and Central Illinois Laborers'  
District Council:

  
\_\_\_\_\_  
Clint Taylor, Business Manager

Date: 12-11-12

## **MEMORANDUM OF UNDERSTANDING**

### **DRUG-FREE WORK PLACE POLICY**

#### **Purpose and Goal:**

Eastern Illinois University is committed to protecting the safety, health and well being of all employees, students and guests of our University. We recognize that alcohol abuse and drug abuse may pose a threat to the goals of the University. Therefore, we have established a drug-free workplace policy and program with the following in mind:

- . This policy recognizes that employee involvement with alcohol and other drugs can be very disruptive, adversely affect the quality of work and performance of employees, pose serious health risks to users and others, have a negative impact on productivity and morale, and may adversely affect the image of Eastern Illinois University.
- . The University has no intention of interfering with the private lives of its employees unless involvement with alcohol and other drugs off the job affects job performance or the safety of our students, employees or guests.
- . As a condition of employment, the University requires that employees adhere to a strict policy regarding the use and possession of drugs and alcohol.
- . The University encourages employees to voluntarily seek help with drug and alcohol problems.

#### **Who is Covered:**

All bargaining unit employees or an applicant for a position with the University is covered by our drug-free workplace policy. Our policy includes, but is not limited to, full time employees, part-time employees, extra-help and applicants.

#### **Applicability:**

Our drug-free workplace policy is intended to apply when covered employees are performing work or are injured or have an accident on the job.

#### **Prohibited Behavior:**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale illegal drugs or alcohol.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and or according to a physician's prescription. Any employee taking prescribed



or over-the-counter medications shall be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with the safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees, students or other University employees or guests, it is the employee's responsibility to inform his/her supervisor and to request time off for the purpose of avoiding an unsafe workplace practice(s).

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deteriorates and/or other incidents occur.

#### Drug Testing:

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to DHHS/SAMHSA guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer (MRO), including the opportunity for employees who test positive to provide legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug testing information will be maintained in separate confidential records.

Each employee, as a condition of employment, will be required to participate in pre-employment, random, reasonable suspicion, return-to-duty and follow-up testing upon selection or request of management.

Normally, the substances that will be tested for are amphetamines, cocaine, opiates, marijuana, phencyclidine (PCP), and alcohol.

Testing for the presence of alcohol will be conducted by analysis of breath. Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be suspended without pay for a period of 30 calendar days, required to pass a Return-to-Duty test and sign a Return-to-Work Agreement and shall be terminated immediately if he/she tests positive a second time or violates the Return-to-Work Agreement.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

#### Consequences:

One of the goals of our drug-free workplace policy is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment will be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to disciplinary action and may be required to participate in rehabilitation. An employee required to enter rehabilitation that fails to attend or fails to successfully complete it may be terminated from employment. Nothing in this policy prohibits the employee from being discharged for other violations and/or performance problems.

#### Return-to-Work Agreement:

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

#### Assistance:

The University recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- . Encourages employees to seek help if they are concerned that they or their family member may have a drug or alcohol problem.
- . Encourages employees to utilize the services of qualified professionals in the community or State of Illinois Employee Assistance Program to assess the seriousness of suspected drug or alcohol problem and identify appropriate sources of help.
- . Allow the use of all earned paid leave while seeking treatment.

#### Confidentiality:

All information received by the University through the drug-free workplace program is confidential.

#### Shared Responsibilities:

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on-or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- . Be concerned about working in a safe environment.
- . Support fellow workers seeking help.
- . Report dangerous behavior to your immediate Supervisor.

It is the University's responsibility to:

- . Observe employee performance.
- . Investigate reports of dangerous practices.
- . Document negative changes and problems in performance.
- . Counsel employees as to expected performance improvement.
- . Clearly state consequences of policy violations.

Communications:

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- . All covered employees will be notified of this policy.
- . The policy will be reviewed in orientation sessions with new employees.
- . Every supervisor will receive training to help him/her recognize and manage employees with alcohol and other drug problems.

APPENDIX A  
DUES CHECK-OFF AUTHORIZATION FORM

Laborers' Local 159  
2293 East Logan  
Decatur, IL 62526

EASTERN ILLINOIS UNIVERSITY

You are hereby authorized and requested to deduct from wages\* hereafter due me, and payable on the next available pay period due me in each calendar month, such sums for Union dues, assessments and fees as may be certified due from me to Laborers' Local 159 by the Secretary / Treasurer of Laborers' Local 159 for my account on or about the fifteenth (15<sup>th</sup>) day of the calendar month for which said deductions are made.

Dues, fees, contributions or gifts to Laborers' Local 159 are not deductible as charitable contributions. However, they may be tax deductible as ordinary business expenses.

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Date	Employee
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\* Employee is required to complete the Employer Payroll Deduction Authorization.