

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY  
GOVERNING SOUTHERN ILLINOIS UNIVERSITY  
CARBONDALE**

**AND**

**THE LABORERS' INTERNATIONAL UNION OF NORTH  
AMERICA,  
THE SOUTHERN AND CENTRAL ILLINOIS LABORERS'  
DISTRICT COUNCIL**

**AND**

**LABORERS' LOCAL 773**

**FOR**

**ADMINISTRATIVE PROFESSIONALS**

**July 1, 2014 through June 30, 2018**

**RECEIVED**

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**ARTICLE 1:**  
**ARTICLES OF AGREEMENT**

**Section 1. Parties to Agreement**

This Collective Bargaining Agreement is made and entered into by and between Southern Illinois University Carbondale (hereinafter referred to as the Board, University or Employer) and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773 (hereinafter referred to as the Union) on behalf of the employees in the collective bargaining unit as described in the Recognition Article.

This Agreement shall become effective when ratified by the Union and Board of Trustees of Southern Illinois University and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

**Section 2. Savings Clause**

This Agreement is authorized by Public Act 83-1014, The Illinois Educational Labor Relations Act. In the event any article, section, or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific article, section, or portion thereof specified in the agency or court decision or subsequent legislation and the remaining parts or portions of this Agreement shall remain in full force and effect.

**ARTICLE 2:**  
**RECOGNITION**

The Bargaining Unit(s) covered by this Agreement is determined by the Illinois Educational Labor Relations Board.

**Section 1. Group A**

Group A is established pursuant to the Certification of Representation Order dated June 18, 2014, in Case No. 2014-RS-0007-S.

**Included:** All full-time and regular part-time (defined as appointment of .50 or more) administrative/professional employees employed in Library Affairs as Directors, Editorial Director, Coordinator, Textual Editor, and Specialists.

**Excluded:** All supervisory, managerial, confidential, and short-term employees and students as defined under the Illinois Educational Labor Relations Act.

**Section 2. Group B**

Group B is established pursuant to the Certification of Representation Order dated March 14, 2014, in Case No. 2014-RC-0006-S.

**Included:** All full-time and regular part-time (defined as appointment of .50 or more) administrative/professional employees employed in the School of Law as Assistant Deans, Directors, Registrars and Computer Information Specialists.

**Excluded:** All supervisory, managerial, confidential, and short-term employees and students as defined under the Illinois Educational Labor Relations Act.

### **Section 3. Group C**

Group C is established pursuant to the Certification of Representation Order dated April 3, 2014, in Case No. 2014-RC-0007-S.

The Union first filed a majority interest petition on December 26, 2013. On February 28, 2014, the Union filed an amended majority interest petition. On the date above, the Illinois Educational Labor Relations Board certified the February 28, 2014, amended petition.

**Included:** All full-time and regular part-time (defined as appointment of .50 or more) administrative/professional employees employed in academic advising and counseling as Chief Academic Advisers, Academic Advisers, University College Academic Advisers, Coordinator of Recruitment & Retention, Coordinator of Aviation Facilities & Enrollment, Developmental Skills Training Specialists, Skills Training Specialists, and College of Applied Science and Arts' Field Representatives.

**Excluded:** All supervisory, managerial, confidential, and short-term employees and students as defined under the Illinois Educational Labor Relations Act.

### **Section 5. New Classifications**

The classifications or job titles used by the Board are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or titles will continue to be utilized by the Board. Any disagreement regarding inclusion or exclusion of a newly created classification or job title shall be resolved by the unit clarification procedures established by the Illinois Educational Labor Relations Board and shall not be subject to the grievance procedure of this Agreement.

### **Section 6. Bargaining Unit Lists**

The Employer will provide to the Union a list of all employees covered by this Agreement upon ratification of this Agreement. Thereafter, the University shall provide a list of all employees covered by this Agreement on a monthly basis.

**Section 7. Return to Civil Service Classification**

Should the State University Civil Service System reclassify or mandate that the Employer reclassify any employee or employee group covered by this Agreement to a Civil Service Classification, the Employer and the Union shall meet to negotiate the impact of such action.

**ARTICLE 3:**  
**MANAGEMENT RIGHTS**

As long as such actions and decisions are consistent with the other express articles of this Agreement, it is understood and agreed that the University, on behalf of the Employer, retains and reserves all of its powers and authority to direct, manage, locate, and control all operations and activities of the Employer to the full extent of the law. Included in, but not limited to, those duties and powers, is the exclusive right to: maintain executive and administrative control of the Employer and its properties and of all its personnel; selection of employees, including but not limited to selection of employees for promotion to supervisory and managerial positions; determine its organization; hire, assign, direct, and evaluate staff; determine the times and hours of operation, and the personnel starting and quitting times and the number of hours and shifts per work week; determine the kinds and levels of services to be provided and the methods and means of providing them, including, but not limited to, the introduction of new methods of operation, technological changes, equipment, and techniques, and the maintenance of efficiency and the right to contract services; establish its policies, goals, and objectives; establish, consolidate, merge, or eliminate programs; maintain conditions necessary to acquire or maintain proper accreditations, licenses, and certifications; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; and determine appropriate reductions in force, including but not limited to layoffs and furloughs (This does not relieve management from the requirement to bargain the impact of any such reductions); maintain the efficiency of the Employer's operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

**ARTICLE 4:**  
**UNION RIGHTS**

**Section 1. Union Access**

Union Representatives shall have access to the premises of the Employer in order to help resolve a serious dispute or issue. In order to receive access, such representatives must provide notice to the Employer prior to gaining access to the work premises and make necessary arrangements not to disrupt the work of the employees.

**Section 2. Union Officials**

The Union shall provide written notice to the Employer within ten (10) working days following the election or appointment of Local Union Representatives.

### **Section 3. Required Union Activity**

Employees may request permission from their immediate supervisor to alter/flex their work schedule on a particular day in order to investigate grievances, attend grievance hearings, labor/management meetings, collective bargaining sessions, committee meetings if such committees have been established by this contract and other meetings called or agreed to by the Employer if said employees are entitled or required to attend such by virtue of their status as grievant, designated representative or witnesses thereto, or as designated representatives of the Union requested to assist such grievant during appropriate grievance procedures. Except in emergency cases, employees shall give at least twenty-four (24) hour notice to their supervisors prior to attending an above specified union activity during work hours. Such attendance shall not be unreasonably denied.

If the immediate supervisor denies a request for an employee to investigate a possible grievance or attend any grievance meeting provided for in the Grievance Procedure Article, the Employer will agree to extend the timeline in the grievance procedure by five (5) working days.

Any scheduled labor/management meeting, collective bargaining session, or committee meeting that is established by this Agreement will be re-scheduled if the immediate supervisor denies an employee's request to attend and the employee's presence is critical to the meeting.

The Business Manager of the Local Union shall appoint a steward(s) who shall, in conjunction with the Business Manager, when necessary, deal directly with the Employer on all matters involving the interpretation and enforcement of this Agreement. There shall be no reduction of pay from a grievant or steward when directly involved in such meetings with management during working hours. The names of newly appointed stewards will be provided to the Director of Labor and Employee Relations.

### **Section 4. Bulletin Boards**

If bulletin boards are available in staff lounges of buildings where employees covered by this agreement work, the Union will be permitted to post official Union notices of a non-political and non-inflammatory nature.

### **Section 5. Electronic Bulletin Board/Web Page**

During the term of this Agreement, the Union may use an electronic bulletin board or Web Page on the University electronic information system to facilitate on-campus communication with its members, provided that such usage shall be restricted to the following: (a) notices of Union recreational and social activities; (b) notices of Union elections; (c) notices of Union appointments; and (d) notices of Union meetings, minutes or announcements. Any costs associated with this will be the responsibility of the Union. Use of this electronic information system shall conform with applicable University rules and regulations concerning this system. The Board reserves the right to restrict or prohibit the Union's usage of the University's electronic information system in the event the Board determines that the Union has used such system contrary to the applicable rules and regulations.

### **Section 6. Union Orientation**

During an employee's first thirty (30) calendar days of employment as a status employee, a Union Representative/Steward may schedule a thirty (30) minute union orientation meeting.

This meeting will be held at a mutually agreeable time with the Employer, Employee, and the Union. No employee will suffer a loss of pay for attending this meeting.

### **Section 7. Time Off for Union Educational Functions**

A Union Steward that has been duly appointed by the Business Manager of the Local Union desiring to attend a Union related function that is scheduled during work hours or requires travel time may be permitted one (1) day of paid leave per year to attend the function with prior approval of his designated supervisor.

Any additional days requested and approved will be charged to accrued vacation or absent without pay.

All costs incurred by the employee for the function will be paid by the employee.

### **Section 8. Time Off for Membership Meeting**

Union Stewards will be allowed to meet for up to two (2) hours each year with the Union Membership to discuss contract issues. Requests for such time away from their job duties shall be made in advance and are subject to the approval of the employee's supervisor.

### **Section 9. Board of Trustees Meetings**

The Union may designate one employee who shall be allowed time off with pay to attend the regularly scheduled meetings of the Board of Trustees as a member of the general audience.

### **Section 10. Use of Facilities**

Upon proper approval, the Union will be allowed to use University space to conduct meetings. All costs, if any, will be paid by the Union.

### **Section 11. Committees**

The Union shall be entitled to one member to serve on any search committee for Dean of an area covered by this Agreement. The University shall request from the Union the names of three bargaining unit members from which the union's representative shall be chosen.

**ARTICLE 5:**  
**DUES DEDUCTION AND FAIR SHARE**

**Section 1. Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues and initiation fees, if any, set forth in such form and any authorized increase thereof, and shall remit such deductions monthly to the Secretary-Treasurer of Laborers' Local 773 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 increase in dues, in writing, at least thirty (30) calendar days prior to its effective date.

The two (2) dues authorization forms to be signed by each employee may be found in Appendix "A" of this Agreement.

**Section 2. Fair Share**

Pursuant to Section 11 of Public Act 83-1014, the Employer will deduct fair share fees from the pay of bargaining unit members, who are represented by the Union, subject to the following procedures and conditions:

- (1) The Union demonstrates to the Employer that a majority of the status employees in the bargaining unit are dues paying members of the Union;
- (2) The Union certifies to the Employer the amount of the fair share, such fee to comply with the requirements of Public Act 83-1014;
- (3) The Union certifies to the Employer the names of the employees represented who shall be subject to the fair share fee payroll deduction;
- (4) The Union notifies, in writing, with copies to the Employer, the individual employees subject to fair share fee payroll deduction of: a) the existence of this Article of this Agreement and Section 11, Public Act 83-1014, to which it is pursuant, b) the amount of the fair share fee to be deducted from their wages, c) the payroll period for which the deduction will first take place, and d) the safeguard to the employee's right of non-association contained in Section 11, Public Act 83-1014;

Upon compliance by the Union with conditions (1) through (4), the Employer, for the first payroll period of the first month beginning after said compliance and continuing during the life of this Agreement and any extension thereof, will deduct from the wages of each status employee named above the fair share fee certified as above. Usual and customary payroll deduction procedures will be followed. The monies so deducted shall then be remitted to the Union. The Union shall notify the Employer, in writing, of any change in the fair share fee at least thirty (30) calendar days prior to its effective date.



The obligation to pay a fair share fee shall not apply to any bargaining unit member who, on the basis of bona fide religious tenets or teachings of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. The parties agree to abide by the rules of the IELRB concerning any such objection.

The Union shall indemnify and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished hereunder.

## **ARTICLE 6:** **LABOR/MANAGEMENT MEETINGS**

Meetings between Board Representatives and Union Representatives shall be held as needed to discuss matters pertinent to the administration of this Agreement or any other mutually agreeable matters. Scheduling of these meetings will be handled between the Office of Labor and Employee Relations and the designated Union Representative. Either party requesting such meeting shall include an agenda of the items to be discussed. These meetings shall not be used for the purposes of negotiation or discussion of grievances.

## **ARTICLE 7:** **NON-DISCRIMINATION AND ADA**

### **Section 1. Non-Discrimination**

There shall be no discrimination by the Union or the Employer against any employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, national origin, ancestry, sex, sexual orientation, including gender identity, age, marital status, physical or mental disability, veteran's or military status, or political affiliation.

### **Section 2. Americans with Disabilities Act**

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans with Disabilities Act (ADA). If a proposed accommodation will conflict with an expressed provision of the Agreement, the parties shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made with respect to job duties or any term or condition of employment shall apply only to the person accommodated in the particular situation and shall not apply to any other employee. The fact that any person is accommodated, and the manner and method of such accommodation, shall be without precedent and therefore may not be used or relied upon by any person for any purpose at any time.

### **Section 3. Gender Clause**

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.

### **Section 4. Mutual Respect**

The Union and the Employer agree that all employees have a right to a work environment free from harassment, and that all employees have the responsibility to treat co-workers, subordinates, and supervisors with respect. All University employees, including those covered by this Agreement, are protected by, and are subject to, all applicable University policies and procedures designed to provide a harassment free work environment.

### **Section 5. Procedures for Discrimination/Sexual Harassment Allegations.**

This Article shall not be subject to the grievance and arbitration provision of this Agreement. Any claims of violations of this Article may be reported in accordance with Board policies and procedures pertaining to Non-Discrimination and Non-Harassment and Sexual Harassment, as the same may be changed from time to time by the Board. Nothing in this Article or the Board policies and procedures shall be considered as preventing an A/P staff member's Union representative from accompanying the A/P staff member at any stage of the process provided in the relevant Board policies and procedures.

## **ARTICLE 8:** **SAFETY AND HEALTH COMPLIANCE**

### **Section 1. General Provisions**

1. The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practice, which will result in safe working conditions.
2. The Union recognizes the responsibility of its bargaining unit members to obey University safety rules (including compliance with all Federal and State laws) and follow safe work practices to insure employee safety as well as that of fellow workers.
3. An A/P staff member shall immediately report any unsafe working condition or work practice to the immediate supervisor. If the matter is not resolved, it will immediately be taken by the Union to the Director of Labor and Employee Relations.
4. The Employer shall not require employees to work in unsafe and unhealthy environments.

### **Section 2. Ergonomics**

The University shall endeavor to provide ergonomically correct equipment as resources allow.

## **ARTICLE 9:** **GRIEVANCE PROCEDURE**

### **Section 1. Definition**

A "grievance" is defined to be any dispute between the University and the Union or between the University and any bargaining unit member(s) over (1) wages, hours, or other terms and conditions of employment outlined in this Agreement or (2) the administration, application, or interpretation of this Agreement.

### **Section 2. Adjustment of Grievance**

Any individual A/P staff member or group of A/P staff members may at any time present grievances, at the informal stage referenced in Section 3, and have them adjusted without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of this collective bargaining agreement, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

### **Section 3. Grievance Procedure**

It is preferable that grievances be resolved informally between the parties most directly involved in the dispute. If this is not possible in any individual case, the following procedure will be observed:

**Filing of Formal Grievance:** An A/P staff member, group of A/P staff members, or the Union may submit the grievance in writing to the Director of Labor and Employee Relations, or his/her designee, within fifteen (15) working days after knowledge of the alleged violation. The grievance shall be in writing and shall contain a statement of facts relevant to the grievance, the individual(s) who allegedly violated the Agreement, the provision(s) of the Agreement that are alleged to have been violated, and the relief requested. The Director shall review the facts and perform any necessary investigation of the grievance. If the Director determines that a grievance hearing is necessary, s/he shall request such a meeting with the grievant(s), the Union, and the administrator alleged to have violated the agreement within ten (10) working days after receiving the grievance. The Director, or his/her designee, shall render a written decision, which shall include the reason(s) for the decision, to the grievant(s) and the Union within ten (10) working days after the receipt of the grievance or after the meeting with the parties, whichever is later.

**Appeal of Director's Decision:** If the grievance is not satisfactorily resolved at the Director's level, the Union may appeal the Director's decision to the Chancellor within ten (10) working days after receipt of the Director's decision. The appeal shall contain the original grievance, the Director's decision, and an explanation of the basis for the appeal. The Chancellor, or his/her designee, shall render a decision within ten (10) working days after receipt of the appeal.

**Arbitration:** If the grievance is not satisfactorily resolved at the Chancellor's level, then the grievance may be submitted by the Union to final and binding arbitration by filing a demand for arbitration with the other party within ten (10) working days after receipt of the Chancellor's decision. The parties shall use the American Arbitration Association for the selection of arbitrators unless the parties otherwise mutually agree. The party demanding arbitration shall

submit the request to AAA within ten (10) working days after submitting the demand for arbitration. Costs of the arbitration shall be borne equally by the parties.

#### **Section 4. Limitations on Authority of Arbitrator**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question as to whether there has been a violation, misinterpretation, or misapplication of this Agreement. The arbitrator shall have no authority to make a decision on any issue not submitted and raised during the processing of the grievance prior to the demand for arbitration. The arbitrator shall be without power to make any decision or award which is contrary to applicable laws or of rules and regulations of regulatory agencies that have the force and effect of law.

#### **Section 5. Rights to Representation**

An A/P staff member or group of A/P staff members has the right to union representation at all steps of the grievance procedure.

#### **Section 6. Missed Deadlines**

If the Director or Chancellor does not provide a decision within the specified time, the grievance shall be deemed denied, and the Union may file at the next step. If an A/P staff member, group of A/P staff members, or the Union fails to timely file the grievance or an appeal, it shall be considered automatically withdrawn.

#### **Section 7. Time Extensions**

By mutual agreement, time lines may be extended at any step of the grievance procedures.

#### **Section 8. Withdrawal of Grievance**

A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.

#### **Section 9. Grievance Records**

All records related to a grievance shall be filed separately from the official personnel file of the A/P staff member.

#### **Section 10. No Reprisals**

No reprisal(s) shall be taken by the University against an A/P staff member because of his/her participation in a grievance. No reprisal(s) shall be taken by an A/P staff member against the University or Unit to which they are employed because of participation in a grievance.

**ARTICLE 10:**  
**DISCIPLINE AND DISCHARGE**

The provisions of this Article (Discipline) shall be in lieu of the provisions governing discipline set forth in the SIUC policies with respect to Administrative Professional staff covered by this Agreement.

**Section 1. Discipline**

The University agrees with the principle of progressive discipline intended to correct A/P staff deficiencies in performance, inappropriate conduct or behavior, or other issues.

Steps of progressive discipline may include:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Termination

The parties agree that the University's agreement to follow the principles of progressive discipline does not prevent the University from issuing discipline which is commensurate with the offense committed and that some conduct may justify immediate discharge without any prior discipline.

Upon written request by an A/P staff member to the Director of Labor and Employee Relations, documentation of an oral reprimand or written reprimand may be removed from the staff member's personnel file after two years, provided the staff member has not been the subject of additional disciplinary actions.

**Section 2. Just Cause**

Discipline and dismissal will be for just cause. The University may discipline, suspend, or dismiss an A/P staff member covered by this Agreement prior to the end of the A/P staff member's appointment. In the event the Board dismisses an A/P staff member prior to the end of the A/P staff member's appointment, the A/P staff member shall only be entitled to compensation, on a pro rata basis, for services performed prior to the dismissal.

**Section 3. Notice and Opportunity to be Heard**

If the University is considering issuing a suspension or discharging an A/P staff member, the University shall provide the A/P staff member written notice of possible disciplinary action and the reasons for the possible disciplinary action. That notice shall provide the date, time, and location of a hearing at which the A/P staff member may present information or evidence to be considered as part of the disciplinary action. Nothing in this section prohibits the University from requiring an A/P staff member to attend investigatory interviews.

**Section 4. Right of Representation**

Before conducting an investigatory interview, which may reasonably be expected to result in disciplinary action against the A/P staff member being questioned, that A/P staff member may request to have union

representation present. It is recognized that the A/P staff member may not insist that a particular representative be present or unreasonably delay the interview. The parties agree that once the Union is notified that the A/P staff member requests the presence of a representative, the University shall allow the Union up to forty-eight (48) hours to attend the interview. The University retains the right to insist on hearing the A/P staff member's own account of the matter under investigation. This Section does not apply to meetings at which discipline is simply administered.

#### **Section 5. Appeal**

Discipline issued pursuant to this Article may be appealed through the grievance procedures, except that oral reprimands may not be subjected to the arbitration procedure.

#### **Section 6. Administrative Leave**

When, in the judgment of the Chancellor, or designee, the presence of an A/P staff member on University property presents a threat to the health or safety of the bargaining unit member, other employees, or students, or the University community, or represents a threat of substantial disruption or interference with the normal and lawful activities of any member of the University community or of the University community as a whole, the Chancellor, or designee, may direct that the A/P staff member be placed on administrative leave with pay and barred from University property pending the disposition of the disciplinary process provided for under this Article.

#### **Section 7. Illinois Personnel Review Act**

The University shall maintain disciplinary records in accordance with the Illinois Personnel Review Act. An A/P staff member may review and make copies of his/her personnel file according to the Illinois Personnel Review Act.

### **ARTICLE 11:** **APPOINTMENT, REAPPOINTMENT, AND NON-REAPPOINTMENT**

#### **Section 1. Term Appointment**

Term Appointments are for a specific period of time. They may be renewed; however, reappointment to such a position creates no right to subsequent employment or presumption of a right to subsequent employment.

#### **Section 2. Continuing Appointment**

Continuing Appointments are renewed each year unless the employee is given proper notice in accordance with Section 4 or 5 of this Article that it will not be renewed.

### **Section 3. Conversion of Term to Continuing Appointment**

Upon completion of three, one-year consecutive term contracts, the employee must be recommended by his/her immediate supervisor for conversion to a continuing appointment if the following criteria has been met:

1. the employee has been working in the same position with the same or similar duties for at least fifty percent (50%) of the time;
2. the employee's evaluations show satisfactory work performance;
3. a need for the position exists beyond the third year; and
4. recurring dollars are available to convert a term employee to a continuing appointment.

Funds are designated as recurring if there is a reasonable expectation or likelihood that appropriations will be continued in the next year and the department/program, by its purpose and design, will be operated continuously to ensure maximum effectiveness. By contrast, non-recurring dollars are allocated funds that do not constitute a continuing commitment. Funds are allocated on a non-recurring basis if the funds or program activity are not expected to continue in subsequent years.

This recommendation is subject to the approval of the appropriate fiscal officer, dean or director, and vice chancellor or comparable officer.

Conversion will be effective in the fiscal year following the end of the third year.

Nothing in this Agreement shall prevent the Board from hiring an A/P staff member on a continuing appointment or moving an A/P staff member to a continuing appointment at any time during the three-year period, upon the approval of the appropriate fiscal officer.

Human Resources will provide written notification to the supervisor and the employee covered by this Agreement that the term appointment is approaching the three-year limit. This written notification will include a requirement for the supervisor to initiate a change in assignment to convert the employee to a continuing appointment or to notify Human Resources and the employee in writing that conversion to a continuing appointment is not recommended.

If conversion is not recommended, the supervisor must specify in the written notice which criteria (1 through 4, above) have not been met. If non-recurring dollars is cited as the sole criteria for non-conversion, specific supporting documentation as to why non-conversion is recommended must be provided to the respective Vice Chancellor for approval, with a copy to the employee, within 30 calendar days of the written notification.

Human Resources will provide written notification as outlined above to the supervisor and the employee in each subsequent year that a term appointment is not being converted to a continuing appointment.

#### **Section 4. Non-reappointment of Continuing Appointment**

A continuing appointment automatically renews each year unless the A/P staff member is given notice, in writing, of non-reappointment. The Board may notify an A/P staff member of its decision to non-reappoint them for the following reasons:

1. Unsatisfactory work performance;
2. No further need exists for the position; or
3. Loss of funding or recurring dollars are not available.

Except as provided in Section 5 of this Article, such written notice, which includes one of the reasons above, must be given in accordance with the following schedule:

1. First appointment year: no less than six months advanced notice.
2. Second and subsequent appointment years: no less than twelve months advanced notice.

At this point, the A/P staff member's position will be automatically converted to a term appointment and s/he shall hold the position under the conditions pertaining to term appointments.

#### **Section 5. Non-reappointment for an Extraordinary Decrease in Program Funding**

In the event that the University experiences an extraordinary decrease in funding, the University may non-renew an A/P staff member on a term or continuing appointment under an expedited schedule. For purposes of this Section, an extraordinary decrease in funding means an extraordinary (i.e., beyond the level that is usual, ordinary, regular, or established) loss of revenue to the University. Such loss may be from grants and contracts, state funds, tuition revenue, or mid-year rescission. The extraordinary decrease in program funding may occur for a single fiscal year or more than one fiscal year.

If the University determines that it needs to non-reappoint an A/P staff member on either a term or a continuing appointment under this Section, the University shall provide written notice of such intended non-reappointment to the union and the A/P staff member at least sixty (60) calendar days prior to the ending date of employment. Upon request, the University shall bargain with the Union over the impact of implementing this Section.

In the event an A/P staff member on a continuing appointment is non-renewed pursuant to this Section, the A/P staff member shall have a right to re-employment for a period of two (2) years after the effective date of the non-renewal notice. The University shall maintain a list of A/P staff members who are non-renewed pursuant to this Article. If, during the reemployment period, a position becomes available whose duties the A/P staff member is competent and qualified to perform, the University shall notify the A/P staff member of the offer of employment in the open assignment. The University shall contact the A/P staff member at his/her last known address to give this notice. It shall be the responsibility solely of the A/P staff member to keep the University aware of his/her current address and telephone number. The notice shall include the period of time the A/P staff member has to notify the University that s/he accepts the offer of re-employment. An A/P staff member who declines or fails to accept such an offer shall be removed from the re-employment list, and the Board shall have no further obligation to offer employment to him/her.



## **Section 6. Grievance and Arbitration.**

Notwithstanding any other provision of this Article or Agreement, an A/P staff member may grieve the Board's decision not to grant a continuing appointment to an A/P staff member or to non-reappoint an A/P staff member on a continuing appointment up to the Chancellor, but the decision to not grant a continuing appointment or non-renew the A/P staff member shall not be subject to the arbitration procedures set forth in this Agreement. Any alleged procedural violation of this Article may be grieved and arbitrated by the A/P staff member under the grievance and arbitration procedure set forth in this Agreement. An arbitrator has no authority to, and may not under any circumstances, award a continuing appointment to an A/P staff member; however, the arbitrator may order the University to correct the procedural errors that led to the arbitration.

## **ARTICLE 12:** **HOURS OF WORK**

For Administrative/Professional employees, full-time effort shall be defined as a work week schedule of 37.5 hours per week over the period of the appointment, as approved by the supervisor, or longer as required to perform the employee's necessary duties.

Supervisors shall be flexible in approving the schedule of an A/P staff member to accommodate the exercise of discretion necessary for the performance of said duties. Such schedule shall bear a reasonable relationship to the A/P staff member's total assignment of duties and shall be subject to maintaining the effective operation of the department/unit.

When the scheduled workweek exceeds 37.5 hours, compensatory time at the rate of hour-for-hour may be granted within a reasonable period of time and shall reflect the real time expended by the employee in performance of her/his duties. Examples of when compensatory time off may be considered includes assignments at orientations or advisement which are in addition to the A/P staff member's normal hours of work.

In positions where an A/P staff member is expected to work more than an average of 37.5 hours in a workweek to meet the program needs, the Supervisor and A/P staff member shall meet to discuss the expectations of the position. After consultation with the A/P staff member, the Supervisor shall develop a Unit Workload Document (UWD) wherein the workload obligations for the position, including that the member is expected to work more than an average of 37.5 hours in a given work week, are clearly stated. In addition, the Supervisor shall include in the UWD the provisions for requesting compensatory time off. Once a UWD has been developed, the Supervisor shall include the UWD as a part of the position description or as an addendum to the position description. Within six weeks of hire, an A/P staff member shall be provided with a UWD that has been developed for his/her position.

**ARTICLE 13:**  
**POSITION DESCRIPTION/PERFORMANCE EVALUATION**

**Section 1. Position Description**

At the time of hire, each A/P staff member shall receive a position description identifying priorities and performance expectations. These priorities and performance expectations shall be the basis for the performance evaluation required by Section 2 of this Article. The supervisor and A/P staff member will periodically review the accuracy of the position description to provide any necessary updates.

Position descriptions may be updated or modified at any time by the University with input from the A/P staff member. Any significant change in the job duties will necessitate a review of the position description. The Supervisor will meet with the A/P staff member within thirty (30) working days after any significant change to conduct this review. Any changes to the position description will be made with input from the A/P staff member. The Supervisor will then give the A/P staff member the amended position description. The A/P staff member will have five (5) work days to attach any written comments or suggestions before the position description is sent to the supervisor's supervisor for final approval. Once this process is completed, the A/P staff member will be given a copy of the position description as approved by the second level supervisor.

Each year, at the time of the performance evaluation, the supervisor and the A/P staff member will review the position description to ensure it properly reflects the duties and responsibilities that will be used for the next evaluation period.

**Section 2. Performance Evaluation**

Each A/P staff member will be evaluated through a process that seeks to make clear the A/P staff member's performance related to the duties and responsibilities stated in their position description. The A/P staff member's position description, together with any other documents that the A/P staff member and employer create together to describe the expected performance for the year under evaluation, shall be the guideline for evaluating the A/P staff member's performance. Any documents created by the A/P staff member and employer that describe the expected performance for the year under evaluation shall be signed by the A/P staff member to acknowledge receipt. The A/P staff member reserves the right to attach a written statement documenting his/her input and concurrence or disagreement with such documents.

Annual performance evaluations are normally based on the calendar year effort (for fiscal year when appropriate), with the evaluation process being conducted between January 1 and March 31 of the following year. In cases where performance needs improvement, the Employer may provide periodic informal evaluations as part of a performance improvement plan.

The supervisor, in scheduling the evaluation, will give the A/P staff member a minimum of fourteen (14) working days' notice of the date/time that the evaluation will take place. The A/P staff member may submit a self-evaluation and/or recommendations from peers and clients, if applicable, for consideration by the supervisor in completing the evaluation. A supervisor may require a self-evaluation of an employee as part of this process.

At the evaluation meeting, the A/P staff member and the supervisor will meet to discuss any material submitted by the A/P staff member and the supervisor's tentative evaluation. The conference shall result in a final evaluation document reflecting the input and comments from both the A/P staff member and the supervisor.

At the end of the evaluation meeting, the A/P staff member will be asked to sign the document. The A/P staff member's signature on the document acknowledges that the A/P staff member received a copy of the document, and certifies that the supervisor met in person with the A/P staff member to review the document, but does not necessarily mean the A/P staff member agrees with the content of the document.

An A/P staff member may file a written response (including a copy of the self-evaluation) to any written evaluation materials placed in the A/P staff member's personnel file, provided the A/P staff member submits the response in ten (10) working days of receipt of the final evaluation. Such response shall be submitted to the immediate supervisor and shall be attached to the file copy of the evaluation documents.

The signed or unsigned document becomes the final evaluation of record.

Performance evaluations are not subject to the grievance procedure provided for in this Agreement. This does not preclude the employee from grieving any adverse employment actions resulting from a negative evaluation, unless such restriction exists in other sections of this agreement.

## **ARTICLE 14:** **LEAVES OF ABSENCE**

### **Section 1. Sick Leave**

Non-accruable paid sick leave benefits will be granted to the A/P staff member covered by this Agreement at the rate of forty-three (43) work days per fiscal year. Accruable paid sick leave will be awarded to an A/P staff member with a continuing appointment at the rate of 7.2 work days per fiscal year. Sick leave benefits shall be prorated based on the percentage of appointment for A/P staff members who are employed less than full-time.

Sick leave compensation will be at the normal rate of pay. A/P staff members may use sick leave for personal illness or injury, for personal medical and dental appointments, for any approved family and medical leave, and for the illness or injury of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, domestic partner, child, and parent, grandchild, or grandparent. Household includes anyone maintaining a family relationship living in an A/P staff member's home.

A/P staff members who misuse sick leave may be suspended or discharged. An A/P staff member's supervisor or the Office of Human Resources may require documentation from a physician when there is the appearance of misuse of sick leave. If an A/P staff member utilizes sick leave at the University and works elsewhere during the time s/he used sick leave, s/he shall forfeit any sick leave pay and may be subject to disciplinary action in accordance with this collective bargaining agreement.

Sick leave benefits will apply only to an employee's regular work schedule.

Sick leave will be used in the following order:

1. Non-accruable sick leave days for the current fiscal year;
2. Sick leave days earned and accrued before January 1, 1984;
3. Sick leave days earned and accrued after January 1, 1998;
4. Sick leave days earned and accrued on or after January 1, 1984 thru December 31, 1997.

Upon termination of employment for any reason, an A/P staff member or his/her estate is entitled to be paid for one-half of the unused sick leave which was accrued between January 1, 1984 and December 31, 1997, except as limited by Illinois statute pertaining to the transfer or reemployment of State of Illinois employees to other state institutions or agencies. If an A/P staff member submits an irrevocable notice to retire by a specified date, s/he shall have the right, pursuant to Public Act 92-0599, to request that unused sick leave that can be used for a sick leave buyout (i.e. one-half of the unused accrued sick leave earned between January 1, 1984 and December 31, 1997) be paid out at the Bargaining unit member's current rate of pay for a period of up to two SURS academic years (September 1 — August 31) of employment prior to retirement, subject to the SURS twenty percent (20%) limitation and applicable SURS guidelines governing such sick leave buyouts. Any unused sick leave days that an employee requests be bought out, pursuant to Public Act 92-0599 and the provisions of this section, cannot be used as sick leave for any other purpose.

## **Section 2. Vacation**

An A/P staff member on fiscal-year appointments covered by this Agreement shall receive paid vacation as follows:

<b><u>Years of Employment</u></b>	<b><u>Days Earned</u></b>	<b><u>Monthly Accrual Rate</u></b>	<b><u>Maximum Accrual</u></b>
0-3	25	2.083	50
4-6	26	2.166	52
7-9	27	2.250	54
10+	28	2.333	56

Part-time A/P staff members in fiscal year appointments shall earn vacation in accordance with the proportionate rate of the contract.

- (a) A/P staff members in continuing fiscal-year appointments may accrue up to two years vacation credit, but no additional accumulation will be credited to their account whenever a two-year maximum is accrued.
- (b) A/P staff members in continuing fiscal-year appointments may use all or part of their accrued vacation prior to entering into approved leaves of absence without pay status. Accrued and unused vacation benefits will be retained on University records pending the A/P staff member's return to pay status.
- (c) A/P staff members in term, fiscal-year appointments must use the vacation benefits during the period of appointment or the benefit will be lost to the A/P staff member. Should death occur

during a term fiscal-year appointment, earned but unused vacation benefits will be paid in a lump sum.

- (d) A/P staff members whose continuing fiscal-year appointments have been converted to term appointments may maintain such vacation accruals as were earned in the prior fiscal-year appointment but are subject to paragraph (c) above with respect to vacation earned during subsequent term appointments.
- (e) Lump sum payment of accrued vacation will be made to the A/P staff member at the time of resignation from the university or retirement or to the estate at the time of the A/P staff member's death, except as limited by Illinois statute pertaining to the transfer or reemployment of State of Illinois employees to other state institutions or agencies.
- (f) Vacation scheduling shall be subject to advance approval by the Employer. Vacation requests will not be arbitrarily denied by the Employer.

### **Section 3. Bereavement Leave**

Upon request, an eligible A/P staff member shall be granted, without loss of pay, bereavement leave of up to three work days. Such leave may be used to attend the funeral or memorial service, for related travel and/or for bereavement time upon the death of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, domestic partner, child, parent, brother, sister, grandparent, grandchild, and corresponding in-laws, and the immediate family of the domestic partner, as defined above. Household includes anyone maintaining a family relationship living in an A/P staff member's home. One workday shall be granted upon request, without loss of pay, due to the death of a relative outside the immediate family or household or to serve as a pallbearer at a funeral. For these purposes, a relative is defined as aunts, uncles, nieces, nephews, cousins, and corresponding in-laws.

### **Section 4. Jury Duty**

A/P staff members covered by the Agreement called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal will be allowed time away from work with pay for such purpose. A/P staff members shall present a copy of the appropriate notice to appear to their immediate supervisor at least three (3) working days prior to the date the A/P staff member is to be absent from work. Upon returning to work, A/P staff members shall present appropriate documentation of their appearance.

### **Section 5. Military Leave**

The University agrees to comply with all applicable federal and state laws as currently written and as may be amended from time to time.

### **Section 6. Family and Medical Leave Act**

The University agrees to comply with the Family and Medical Leave Act of 1993, as now or hereafter amended.

## **Section 7. Other Leaves**

A/P staff members may apply for other fully paid, partially paid, or unpaid leaves. Such leaves may be granted at the University's discretion to any or all A/P staff members upon such terms and conditions as the University may specify in a particular instance. Such other leaves may include, but are not necessarily limited to, professional development leave, personal leave, educational leave, summer leave without pay for A/P staff members on fiscal year appointments, and temporary leaves with or without pay. All such leaves shall be in accordance with University policy as now or hereafter amended.

## **ARTICLE 15:** **BENEFITS IN ADDITION TO WAGES**

### **Section 1. Insurance**

During the term of this Agreement, health and life insurance benefits shall be provided to all eligible bargaining unit members covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971 (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to bargaining unit members required for participation in the plan administered by the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendation.

### **Section 2. Holidays**

- (a) The Employer recognizes the following as holidays: Martin Luther King Day, Independence Day, Labor Day, Veterans Day when it falls on a Monday through Friday, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day (as determined by Illinois state law), and five (5) days designated by the Chancellor of the University prior to the beginning of the fiscal year. Martin Luther King Day and Veterans Day may each be counted as one of the Chancellor's five designated days.
- (b) A/P staff members covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay.
- (c) For bargaining unit members to receive compensation for a holiday, they must be in pay status the last scheduled workday preceding the holiday and the first scheduled workday following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor.

### **Section 3. Tuition Waiver**

Employees covered by this Agreement shall receive the same tuition benefits as other Administrative Professionals employees.

An A/P staff member's request to use this benefit shall not be unreasonably denied.

#### **Section 4. Employer Controlled Benefits**

It is understood that the Employer's Policies and Procedures may be updated periodically and the Employer recognizes the interest of the Union in any changes that may affect the working conditions of A/P staff members covered by this Agreement. Consequently, the Employer agrees to inform the Union of any such changes and, upon request, will meet and discuss with the Union the impact of such changes.

Any improvements in benefits under the control of the Employer will be made applicable to A/P staff members covered by this Agreement on the same date that such improvements are made applicable to other Administrative Professional employees of the Employer.

### **ARTICLE 16:** **SALARY**

#### **Section 1. Salary Increase Fiscal Year 2015**

All A/P staff members who were employed in a .50 FTE or above assignment by the University during the 2014 fiscal year (July 1, 2013 to June 30, 2014) and who will be employed in a .50 FTE or above assignment by the University during the 2015 fiscal year shall receive an increase in his/her base salary of such amount as may be determined by the Board of Trustees for non-represented employees. This General Salary Increase shall be distributed "across the board."

#### **Section 2. Salary Increase Fiscal Year 2016**

All A/P staff members who were employed in a .50 FTE or above assignment by the University during the 2015 fiscal year (July 1, 2014 to June 30, 2015) and who will be employed in a .50 FTE or above assignment by the University during the 2016 fiscal year shall receive an increase in his/her base salary of such amount as may be determined by the Board of Trustees for non-represented employees. This General Salary Increase shall be distributed "across the board."

#### **Section 3. Salary Increase Fiscal Year 2017**

All A/P staff members who were employed in a .50 FTE or above assignment by the University during the 2016 fiscal year (July 1, 2015 to June 30, 2016) and who will be employed in a .50 FTE or above assignment by the University during the 2017 fiscal year shall receive an increase in his/her base salary of such amount as may be determined by the Board of Trustees for non-represented employees. This General Salary Increase shall be distributed "across the board."

#### **Section 4. Salary Increase Fiscal Year 2018**

All A/P staff members who were employed in a .50 FTE or above assignment by the University during the 2017 fiscal year (July 1, 2016 to June 30, 2017) and who will be employed in a .50 FTE or above assignment by the University during the 2018 fiscal year shall receive an increase in his/her base salary of such amount as may be determined by the Board of Trustees for non-represented employees. This General Salary Increase shall be distributed "across the board."

**ARTICLE 17:**  
**NO STRIKE/NO LOCKOUT**

During the term of this Agreement, neither the Union nor its officers or agents, or members covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike), concerted refusal to work, or any other concerted and intentional interruption of the functions of the University. In the event of any violation of any provisions of this section by the Union, its members, or representatives, the Union shall, upon notice from the Board, immediately direct such Union members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

During the term of this Agreement, neither the Board nor its administrative agents will lockout members of the Union during the term of this Agreement as a result of a labor dispute with the Union. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the Union, immediately direct such administration agents, both orally and in writing, to resume normal operation immediately and make every other reasonable effort to end any violations.

**ARTICLE 18:**  
**COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals regarding any subject or matter not prohibited by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this Agreement. Therefore, each party, for the duration of this Agreement waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to in this Agreement, except that the Union retains the right to effect bargaining and the University shall have the right to temporarily implement management decisions pending final resolution of any effects of bargaining which may be timely requested by the Union.

**ARTICLE 19:**  
**LENGTH OF AGREEMENT**

This Agreement shall be in full force and effect from July 1, 2014 until June 30, 2018 and shall remain in effect from year to year thereafter unless either party gives notice, in writing, to the other party at least one hundred twenty (120) calendar days before June 30, 2018 that they desire to terminate or modify the Agreement.



Board of Trustees  
Southern Illinois University

Randy Damm 6/22/15  
Randy Damm Date  
President

Laborers' Local 773

Kevin L. Starr 6-1-15  
Kevin L. Starr Date  
Business Manager

Southern and Central Illinois  
Laborers' District Council

Brent D. Patton 6/22/15  
Brent D. Patton Date  
Director, Labor and Employee Relations

Clint B. Taylor 6-1-15  
Clint B. Taylor Date  
Business Manager

APPROVED  
AS TO  
LEGAL FORM

[Signature]

**APPENDIX A:**  
**CHECK-OFF AUTHORIZATION AND ASSIGNMENT**

LABORERS' LOCAL 773  
5102 Laborers' Way  
Marion, Illinois 62959

CHECK-OFF AUTHORIZATION AND ASSIGNMENT

SOUTHERN ILLINOIS UNIVERSITY

I, \_\_\_\_\_, (print name), do hereby assign to Laborers' Local Union No. 773, Laborers' International Union of North America, such amounts from my wages as shall be required to pay an amount equivalent to the initiation fees, readmission fees, membership dues, and assessments of the Local Union as may be established for its members from time to time. My Employer, including my present Employer and any future Employer, is hereby authorized to deduct amounts from my wages and pay the same to said Local Union and/or its authorized representative, in accordance with the Collective Bargaining Agreement in existence between the Union and my Employer.

This authorization shall become operative upon the effective date of each Collective Bargaining Agreement entered into between my Employer and the Union.

This authorization shall be irrevocable for a period of one year, or until termination of the Collective Bargaining Agreement in existence between my Employer and the Union, whichever occurs sooner; and I agree and direct that this authorization shall be automatically renewed and shall be irrevocable for successive periods of one year each, or for the period of any subsequent agreement between my Employer and the Union, whichever is shorter, unless written notice is given by me to my Employer and the Local Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable Collective Bargaining Agreement between my Employer and the Union, whichever occurs sooner. For the effective period of this check off authorization and assignment, I hereby waive any right I may have to resign my Union membership. Furthermore, this check-off authorization shall continue in accordance with the above renewal and revocation provisions irrespective of my membership in the Union.

Union Dues and fees are not tax deductible as charitable contributions for federal income tax purposes. Local Union dues may qualify as business expenses, however, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

This assignment has been executed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Phone	Employee Signature	
Date of Birth	Social Security Number	
Street Address		
City	State	Zip
County	e-mail address	

**Please check if you are a Veteran or Active Military**

Initiation Fee	Date Employed	Dues
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**APPENDIX B:**  
**PAYROLL DEDUCTION AUTHORIZATION**  
**UNION DUES**  
**Southern Illinois University Carbondale**

I am paid:     Biweekly     Semi-monthly     Monthly (*check one*)

I hereby authorize Southern Illinois University Carbondale to deduct each pay period the amount of \$\_\_\_\_\_ or the amount subsequently certified by the union as the current rate of dues. The deductions are to be turned over to \_\_\_\_\_.  
Name of Union

\_\_\_\_\_ AIS No.

\_\_\_\_\_ Last Name                      \_\_\_\_\_ First Name                      \_\_\_\_\_ MI

\_\_\_\_\_ Street                      \_\_\_\_\_ City                      \_\_\_\_\_ State                      \_\_\_\_\_ Zip

\_\_\_\_\_ SIUC Department

\_\_\_\_\_ Effective Check Date

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Date

**Complete and submit to HR Data Control, 1255 Douglas Dr., Mail Code 6520**