

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

**LIBRARY ASSISTANTS, LIBRARY SPECIALISTS AND
SENIOR LIBRARY SPECIALISTS**

October 1, 2015 through September 30, 2018

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ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

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ARTICLES OF AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Southern Illinois University at Carbondale (hereinafter referred to as the 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 described below in Article 1.

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

This Agreement is authorized by the statute establishing the State Universities Civil Service System of Illinois and 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.

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 Board, 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 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 (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.

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 representative must provide notice to the Employer a reasonable amount of time prior to gaining access to the work premises, and make necessary arrangements not to disrupt the work of the employees. Permission must be given by the Employer prior to entering the work premises.

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 shall be allowed necessary and reasonable time off with pay during their normal working hours 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.

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

The Employer shall make space available on a bulletin board in the staff lounge at Morris Library Staff Lounge area and in the Technical Services Area at the Law School Library, for the posting of official Union notices of a non-political, non-inflammatory nature.

Upon significantly reassigned work areas of staff in the Collective Bargaining Unit, the locations of the Union bulletin boards for Library Affairs shall be mutually agreed upon.

Section 5. E-Mail

The Union shall be allowed to post official Union notices of a non-political, non-inflammatory nature on the campus e-mail system. Official notices will consist of information for members, will be sent by the steward or business representative only, and will be sent to only Union members. The Union may also use e-mail for person-to-person communications for any official Union business.

Section 6. Union Orientation

Newly hired employees in the Bargaining Unit, within (5) working days of their start date, shall have up to one-half (1/2) hour Union orientation with pay in conjunction with the one-half (1/2) hour lunch period. The orientation shall be conducted by a Chief Steward or designee authorized by the Union. Scheduling and location of the orientation shall be at a time mutually agreeable by the employee, employing unit, and the Union. If a Union representative is not available in the first (5) working days due to vacation, illness, or other extenuating circumstances, the orientation will be scheduled at a reasonable mutually agreed upon time.

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

Members of the union's Executive Committee (which includes Union Stewards and other Union appointed members not to exceed a total of four (4) individuals) will be allowed up to two (2) hours of paid time off annually to meet with the Union Membership to discuss contract issues. Requests for such paid time off shall be made in advance and are subject to the approval of the employee's supervisor but will not be unreasonably denied.

ARTICLE 1 RECOGNITION

Section 1. Exclusive Representation

The Employer recognizes the Laborers' International Union of North America as the sole collective bargaining agent for non-academic employees who are performing work on the Carbondale campus under the Civil Service classifications of Library Assistants, Library Specialists and Senior Library Specialists.

Section 2. Job Duties

Specifications of these classifications shall be those set forth in the Class Specifications and Compensation Plan of the University Civil Service System of Illinois. Duties assigned to each position shall fall within the scope of the class specifications as set forth by the State University Civil Service System.

Section 3. Library Series Jurisdiction

The Employer will assign the duties described for the classifications of Library Assistant, Library Specialist, and Senior Library Specialist to employees in the appropriate Library Series classification. It is understood and agreed, however, that the Employer may assign duties described in the Library Series to student workers, subject to the following limitations:

- (1) In accordance with the Statute and Rules of the State Universities Civil Service System, no certified Civil Service employee shall be displaced by student employees.
- (2) The Employer will endeavor to ensure that student workers performing duties as described below will at all times be adequately supervised by qualified personnel.
- (3) Duties as described for the Library Series performed outside normally scheduled working hours will be assigned to student workers only if sufficient Civil Service employees are not available.
- (4) The Employer shall follow all Civil Service statutes and regulations in filling any vacancy of a Bargaining unit position. If duties that are routinely performed by classifications covered under this Agreement are assigned to classifications outside the Library Series, the University will meet to discuss the issue with the Union.
- (5) At no time during the life of this Agreement shall the number of FTE student employees exceed two hundred percent (200%) of the total number of employees covered by this Collective Bargaining Agreement. Should special projects require the need for additional student employees the Library Administration and the Union will meet to discuss these needs.

Section 4. Labor/Management meetings

Departmental Labor Management meetings shall be held with the Local Union and representatives of the Employer in Library Affairs and the School of Law Library. Labor Management meetings shall be scheduled at a mutually agreeable date, time and location. The purpose of these meetings shall be to resolve problems or discuss issues within the respective library facility (i.e. Morris Library or Law School Library). Additional meetings may be requested by either party. Requests for additional meetings may not be unreasonably denied. These meetings do not preclude other grievance meetings which may be requested by the Union.

ARTICLE 2

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, sex, sexual preference, age, marital status, handicap, national origin, veteran's 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 University 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.

ARTICLE 3 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) 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 status employees, as defined by the Statutes and Rules of the State Universities Civil Service System of Illinois, 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 status 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 status 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;

(5) 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.

(6) The Union shall notify the Employer, in writing, of any change in the fair share fee at least thirty (30) days prior to its effective date;

(7) The obligation to pay a fair share fee shall not apply to any employee 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 4 WAGE RATES

The hourly starting wage rate for new employees covered by this Agreement shall be as follows:

Section 1. Starting Hourly Wage

The starting hourly wages for new employees covered by this Collective bargaining Agreement shall be as follows.

Library Assistant:----- \$12.43

Library Specialist:-----\$13.87

Senior Library Specialist:---- \$16.31

Section 2. Pay Increase for Promotion

A status employee who is promoted to fill a position in a class covered by this Agreement will receive the base rate of pay for the class to which He or She is promoted or a ten (10) percent increase in his or her current pay rate, whichever is greater.

Section 3. Shift Differential

A shift differential of \$0.20/hr. will apply for shifts that begin on Saturday and Sunday. The \$0.20/hr. shift differential may not be combined with any other shift differential. A shift differential of \$0.30/hr. for shifts beginning between 1:00 p.m. and 9:00 p.m. and \$0.40/hr. for shifts beginning between 9:00 p.m. and 5:00 a.m., will apply to employees covered by this Agreement. The shift differential will be paid only for those shifts that begin between these hours and not for other shifts that may be worked by the same employee which do not begin between these hours.

ARTICLE 5 WAGE INCREASES

Employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2015.

Effective October 1, 2015, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2016.

Effective October 1, 2016, the parties agree to open the agreement for the purpose of bargaining wages only.

Effective October 1, 2017, the parties agree to open the agreement for the purpose of bargaining wages only.

ARTICLE 6 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 employees 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 unit employees 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 recommendations.

Section 2. Holidays

(a) The Employer recognizes the following as holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five (5) days designated by the Chancellor of the University prior to the beginning of the fiscal year. *(When Veteran's Day falls on a Monday through Friday, it shall be one of the Chancellor's designated holidays.)*

(b) Employees covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay.

(c) Employees required to work on a holiday cited in (a) will be compensated one and one-half (1 1/2) times the regular rate of pay, in addition to the holiday pay provided in (b).

(d) When one (1) of the six (6) holidays listed in (a) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one (1) of the six (6) holidays listed in (a) falls on a Sunday, the Monday following it will be recognized as that holiday.

(e) Employees who normally work other than a Monday-through-Friday schedule and who consequently are not scheduled to work on a recognized holiday, will receive as operations permit, either (1) an additional day's pay at the regular rate as provided in (b)

above, or (2) the scheduled workday nearest the recognized holiday as a substitute holiday.

(f) For employees to receive compensation for a holiday, they must be in pay status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

Section 3. Vacation

(a) Employees covered by this Agreement will earn vacation in accordance with University policy.

(b) Employees cannot continue to accrue vacation if they have credited to their account the amount of vacation they would accrue in a two (2) year period at their current rate of accrual. Vacation will continue to accrue while an employee is using vacation credits (and sick leave credits if applicable) which were available at the beginning of a period of approved vacation.

(c) Except for emergencies, use of vacation must be approved by the employee's supervisor in advance. The Employer will grant vacation requests made in advance, insofar as is possible, in accordance with employee's preferences. However, the approval of each vacation request will be at the discretion of the appropriate supervisor(s) and as operations permit.

(d) In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death, or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.

Section 4. Sick Leave

(a) An employee who is (or expects to be) absent from work shall notify the appropriate supervisor immediately. In cases where the absence will be for more than three (3) days, the employee shall notify the supervisor of the anticipated length of absence so that arrangements can be made for the employee's duties to be assumed during the absence.

(b) Employees covered by this Agreement will earn paid sick leave at the rate of 0.0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full and additional leave will continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.

(c) Sick leave compensation will be at the normal rate of pay. Employees 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 employee's home.

(d) Employees who misuse sick leave may be suspended or discharged. An employee's supervisor or the Office of Human Resources may require documentation from a physician when there is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.

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

(f) Sick leave will be used in the following order:

1. Sick leave days earned and accrued before January 1, 1984;
2. Sick leave days earned and accrued after January 1, 1998;
3. Sick leave days earned and accrued on or after January 1, 1984 thru December 31, 1997.

(g) Upon termination of employment for any reason, an employee or employee's 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. If an employee submits an irrevocable notice to retire by a specified date, such employee 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 (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.

(h) In addition to the regular sick leave governed by Article 6, Section 4, (a) through (f), each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty (20) workdays per fiscal year (July 1- June 30). ESLB will be proportionate to the percentage of full-time equivalent (FTE) employment. Employees must have worked at least six (6) months in a status position to be eligible for the benefit.

Any absence that qualifies for Family and Medical Leave (FMLA) will be eligible for the Extended Sick Leave benefit with proper documentation. The leave must be approved by Human Resources for the employee to use the ESL benefit. ESL can be used intermittently and for an illness or injury of a member of the immediate family in accordance with FMLA guidelines. This includes spouse, domestic partner, child and parent.

An employee seeking to use the ESLB must supply acceptable medical evidence of such illness or injury requiring absence from work, including the inclusive dates of anticipated absence, as well as properly completed absence-with-pay request forms. Prior to returning to work from extended sick leave due to an employee's own medical condition,

the employee must obtain a medical release, in accordance with the policy for Medical Certification, Examination, and Inoculation.

ESL may not be carried over from one fiscal year into the next. If an absence covered by ESL extends from one fiscal year into another, the employee must return to work before becoming eligible for an additional 20 days in the second fiscal year, unless otherwise approved due to a catastrophic illness. Employees who are not in active pay status are not eligible for this benefit.

Vacation and regular sick leave will continue to accrue during the use of the ESLB. Extended Sick Leave time, in cases of employees who are eligible, will be deducted from the 12-week family and medical leave entitlement.

(i) The Employer reserves the right to require an employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 5. Bereavement Leave

Upon request, an eligible employee 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 employee's home. One work day 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, and cousins, and corresponding in-laws.

Section 6. Jury Duty

Employees 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. Employees 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 employee is to be absent from work. Upon returning to work, employees shall present appropriate documentation of their appearance.

Section 7. Military Leave

(a) A leave of absence with pay will be granted for the fulfillment of an employee's annual military obligation in any component of the armed forces of the United States. Compensation for such leave will be computed at the employee's normal rate of pay, not to exceed ten (10) working days per fiscal year. When an employee is activated in any component of the armed forces of the United States because of civil disturbance, disaster, or other local emergency, the employee may be compensated for this duty in addition to

the annual military obligation. The accumulative maximum of leaves of absences under this section shall not exceed twenty (20) working days per fiscal year.

(b) An employee is entitled to the right of continued employment or reinstatement after performing military service as provided under federal and state law.

(c) A member of the National Guard (or other state military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined wage from the University and the military equal to, but not exceeding, the employee's straight time daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with the preceding paragraph.

Employee compensation during leaves for specialized or advanced military training or during interruptions of university employment for active military service will be governed by applicable state and/or federal laws. Employees, after performing military service, are entitled to continued employment or reinstatement and to those other rights and benefits protected by state and/or federal law. Upon their return, employees will receive the same salaries they received when the leave became effective plus the average percentage increases made in their units during their absence.

Section 8. Tuition Waiver

Employees covered by this Agreement shall be eligible for all tuition waiver related benefits granted to Civil Service range employees in accordance with provisions set forth in SIU Board of Trustees 4 *Policies* A.6. *Policies* A.6.a. and *Policies* A.6.f.

Section 9. Administrative Closure

In the event the Employer declares a partial or total closure of the University campus under its Administrative Closure Procedure, the following conditions will apply to employees covered by this Agreement:

(a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.

(b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual employee's option.

(c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half (2 1/2) times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.

(d) Employees not scheduled to work, who are not called in to work, will not be compensated for the closure.

Section 10. Employer Controlled Benefits

All benefits and privileges for employees covered by this Agreement shall remain the same as those provided other employees of the University as described in the Employees Handbook: (http://www.siu.edu/~policies/employees_handbook/index.html)

It is understood that the Handbook may be updated periodically and the University recognizes the interest of the Union in any changes which may affect the working conditions of employees represented by the Union. Consequently, the University agrees to inform the Union of any such changes and, upon request, will meet and discuss with the Union the impact of such changes.

Benefits under the control of the Employer will not be diminished during the life of this contract and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to Civil Service Range employees of the Employer.

ARTICLE 7 WORKING CONDITIONS

The Employer shall determine schedule requirements based upon the operational needs of the University - If the University feels there is a need for a permanent shift change, they will first meet with the Union to discuss such change. All permanent shift changes will be offered, by seniority, to the applicable employee classification in the respective unit. If no one wants the position, the employee in the respective unit with the least amount of seniority will be assigned. If the permanent shift change is for two (2) hours or less, a two (2) week notice will be given to the employee. If the permanent shift change is for more than two (2) hours, a four (4) week notice will be given.

The workday shall normally consist of seven and one-half (7 1/2) hours of work, with a paid fifteen (15) minute break at approximately the mid-point of the first 3 3/4 hours, and a paid fifteen (15) minute break at approximately the mid-point of the second 3 3/4 hours. Employees shall have the right to leave the campus grounds during such rest periods.

Rest periods cannot be accumulated and/or used for the purpose of late arrival, early departure or extensions of meal periods.

If an employee's regularly scheduled shift is extended by three and three quarters (3 3/4) hours or more, the employee will be allowed to take a fifteen (15) minute paid break.

Both parties agree that employees who have specific scheduled break times, due to the nature of the work, may not be able to take their break at the exact time scheduled and reasonable variations are acceptable.

The workday shall be broken at the approximate mid-point by an unpaid meal period of at least 30 minutes; with prior approval required for longer meal periods. Any employee having a meal period of more than (30) minutes, at the time of the signing of this Agreement, will remain on that schedule unless they are approved for a schedule change.

Both parties agree that shifts starting late morning, afternoon, and evening may require additional flexibility and variance with the scheduled time for meal and break periods. Reasonable accommodations shall be made accordingly.

The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12:01 a.m. each calendar day. The workweek is a fixed and regularly recurring period of one hundred and sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. The full time work schedule in the workweek shall normally consist of five (5) consecutive seven and one-half (7 1/2) hour shifts and not exceed thirty-seven and one-half (37 1/2) hours of work.

On the occasion when employees have not been asked to extend their hours of work (overtime) and have been called back to work outside of their regular shift or on their scheduled days off, employees shall be paid for a minimum of three and three fourths (3 3/4) hours at the applicable rate and will remain on the job for the minimum three and three quarters (3 3/4) hours. This minimum call back does not apply for scheduled overtime.

When employees are called in to work prior to their regular starting time, the rate of time and one-half (1 1/2) their base rate of pay will apply until the beginning of their regular shift at which time the employee will continue to work the regular shift and will be paid at the base rate of pay.

Hours in pay status by the employees covered in this Agreement in excess of seven and one-half (7 1/2) hours in the daily work shift (unless otherwise provided by an approved flextime schedule) are overtime and will be compensated at one and one-half (1 1/2) times the basic hourly wage established herein.

Hours in pay status in excess of thirty-seven and one-half (37 1/2) hours in one (1) workweek are overtime and shall be compensated at the rate of one and one-half (1 1/2) times the regular hourly rate.

By mutual agreement between the Employer and the employee, compensating time off may be granted in lieu of monetary payment, as long as it is granted in accordance with federal law and University policy. Compensatory time off shall be at the rate of one and one-half (1 1/2) times the overtime hours worked.. Since the University policy does not permit the accrual of compensatory time, compensatory time must normally be taken no later than the pay period following the one in which it was earned.

Overtime shall be distributed and offered as equally and impartially as practicable among all eligible employees within a classification and immediate work area. For the purpose of equalizing the distribution of overtime assignments, an employee who is offered overtime but declines an overtime assignment shall be deemed to have worked the hours

assigned. It is understood that no employee is relieved of the obligation to work overtime if operations require it.

In the event that an employee believes that his or her assigned duties and responsibilities fall outside the employee's current Civil Service classification, the employee shall have a right to meet with the appropriate supervisor (s) or other Employer representatives at a mutually acceptable time and place to discuss options for requesting a position review (desk audit) from Human Resources in compliance with the requirements of the State Universities Civil Service System of Illinois. A representative of the Union may be present at any meeting convened under this section. No employee shall be subjected to reprisal or retaliation due to participation in a position review.

The following special terms and conditions will apply to the Evening Library Specialist Relief Position when filled:

- A. Hours of work and days off for this position will be variable (including days, nights, weekends and holidays, as needed) and will be established weekly by Library Affairs management.
- B. Library Affairs management will provide the employee's weekly schedule no less than one week in advance of the beginning of the schedule's work week.

Make-up Time

Employees covered by this Agreement may request the use of make-up time if such request is mutually beneficial to the operational needs of the University and the Employee. The use of make-up time is not intended to avoid taking vacation or sick time, but rather should be reserved for those cases where it would be mutually beneficial to both the University and the Employee that the work time is not lost. Make-up time will be approved or disapproved on a case by case basis. Neither approval nor disapproval of a make-up time request will set a precedent for future requests. Make up time shall not be unreasonably denied.

ARTICLE 8 FLEXTIME

A flextime schedule is one in which an individual employee's regularly assigned hours of work are different from the standard operating schedule of their unit. Employees covered by this Agreement shall be eligible for flextime schedules.

Under a flextime schedule comprising a workweek different than five (5) seven and one-half (7 ½) hour workdays, overtime compensation will be due when the agreed upon number of hours of work in a specified day are exceeded, rather than after seven and one-half (7 ½) hours. When a holiday falls within the workweek of an employee on a flextime schedule, the employee will receive the holiday benefit for seven and one-half (7 ½) hours, regardless of the hours ordinarily scheduled for that day, and the remainder of

the workweek shall be adjusted as necessary so that the scheduled hours comprise a total of thirty-seven and one-half (37 ½) hours.

Flextime schedules will not be used to forego lunch periods. Flextime schedules shall provide for at least a thirty (30) minute mid-shift lunch period.

The parties acknowledge that flextime schedules can benefit individual employees and enhance efficiencies and services. Such schedules may be established in accordance with university policy. The supervisor shall respond to the employee's request for flextime within ten (10) workdays from the receipt of the employee's written request.

Management shall not unreasonably deny requests for flextime schedules and employees may request a flextime schedule at any time. Requests shall be in writing using a form developed by the library for this purpose. Responses shall be given within ten (10) days.

In evaluating requests for flextime, the Library will consider various criteria. Criteria may include but are not limited to:

- Is the request in the interest of the Library/unit? Does it enhance or improve the flow of materials or communications? Does it offer the potential for improvement in the unit and/or employee productivity?
- Does the request enhance the educational background or training of the employee through the taking of a class or other educational opportunity?
- Is the request temporary with a specific end date and a time period for one year or less?
- If the request is for personal reasons, is it related to issues of urgent health care for the individual or immediate family members?
- Does the request compete or create conflict with other flextime requests for the same time period by other staff in the same unit?
- Would approval create stress and difficulties in scheduling and coverage of service areas?

In evaluating flextime requests, it is acknowledged that the Employer has the right to "determine the times and hours of operation, and the personnel starting and quitting times and the number of hours and shifts per week" (as established in the Management Rights section of this Agreement). Also, the operational needs of the employing unit will always be paramount over the desire of an individual employee for a non-standard work schedule. If approved, a flextime request may be re-requested when concluded but would be re-considered relative to the above criteria.

The Employer may discontinue an approved flextime request during the time period if urgent operational needs require it (e.g., an unanticipated vacancy in staffing). In such case, the employee will be given written explanation and a two-week notice for a return to the standard schedule.

ARTICLE 9 APPLICATION OF SENIORITY RIGHTS

When a vacancy occurs or a new job is created within either the Library Assistant, Library Specialist or Senior Library Specialist classification, the status employees then working in that particular classification shall have an opportunity to bid such vacancy or new job. Of those who bid, the status employee with the most seniority in class will be awarded the job. An employee who bids to a new position shall have thirty (30) working days to demonstrate the ability to perform the duties of the new position.

The employee who is awarded the bid will be given the criteria by which his performance will be judged for the thirty (30) day period. After fifteen (15) days, the employee may request a progress report. Any transition period required by the Employer's unit(s) in which the employee performs duties from the previous position shall not exceed this thirty (30) day period. This does not reduce the Employer's right to re-assign duties within the appropriate State University Civil Service Classifications.

If management determines that the employee has not demonstrated the ability to perform the duties of the new position within the thirty (30) day period, he will be returned to his old position, shift, and days off whenever and wherever practicable. Management shall determine practicability.

If the employee is removed from the job after the thirty (30) day period, he shall have the right to grieve the removal by using Step 3 of the grievance procedure set forth in this Agreement. Neither the employee nor the Union will have the right to advance the grievance beyond the Step 3 level.

If the employee who is awarded the bid does not demonstrate the ability to perform the duties of the position in the thirty (30) day period, the position will then be filled through standard civil service procedures.

An employee who successfully bids to another position shall have no bidding rights for other vacant or new positions for a period of six (6) months.

ARTICLE 10 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 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 employee 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.

5. Any protective devices/clothing required by the Employer and necessary to preserve the health and safety of employees shall be furnished by the Employer without cost to the employee. All employees shall be provided information on all toxic substances in the workplace as required by law.

Section 2. Ergonomics

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

ARTICLE 11 GRIEVANCE PROCEDURE

A grievance is defined to be a dispute between the Employer and the Union or between the Employer and any employee(s) represented by the Union over (1) wages, hours, or other terms and conditions of employment, or (2) the administration or interpretation of this Agreement.

It is preferable that grievances be resolved informally. If this is not possible in any individual case, the following procedure will be observed.

STEP 1. An employee, or an employee and a Union representative, or a Union representative with written authorization from the employee, shall first present any such matter to the immediate supervisor. This step must be taken within twenty (20) working days of the time that the employee became aware of or should have become aware of the problem. The immediate supervisor must render a decision and reasons for the decision within ten (10) working days.

STEP 2. If the grievance is not satisfactorily resolved, the employee and/or a Union representative may submit the grievance to the Dean of Library Affairs at Morris Library or the Director of the Law School Library, as applicable. This must be done within ten (10) working days after the receipt of the decision in Step 1. The Dean or Director (or designee) must render a decision and reasons for the decision in writing to the employee and/or the Union representative within ten (10) working days after the receipt of the grievance.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be submitted in writing to the University Labor and Employee Relations Office designee. This must be done within ten (10) working days after the receipt of the decision in Step 2. The Labor Relations Office shall arrange a meeting with both the employee and his Union representative, and with the administrative officers involved, to be held within ten (10) working days after receipt of the grievance. The employee and the Union must be

notified in writing of the decision and reasons for the decision within ten (10) working days after the meeting.

STEP 4a. If the grievance is not satisfactorily resolved at Step 3 and concerns the application or interpretation of the Statutes and Rules of the State Universities Civil Service System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the grievance to the Director of the System for resolution.

STEP 4b. If the grievance is not satisfactorily resolved at Step 3 and concerns the administration or interpretation of this Agreement, the Union may submit the grievance to final and binding arbitration by using an arbitrator through the Illinois Educational Labor Mediation Roster that shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days of the date of the Step 3 answer then the grievance shall be deemed withdrawn.

- 1) The arbitrator shall have no power to alter the terms of this Agreement.
- 2) The costs of such arbitration shall be borne equally by the Employer and the Union, except as otherwise provided by the rules promulgated by the Illinois Educational Labor Relations Board.

An employee has the right to representation at all steps of the grievance procedure.

If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.

A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.

No reprisal(s) shall be taken by the University against any employee because of his participation in a grievance.

When a grievant and/or his Union representative is required by Steps 1 through 4a of the above procedure to attend a meeting during his regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceedings at Step 4b.

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

All records related to a grievance shall be filed separately from the official personnel file of the employee. Upon the request of an employee one year or more after the initial filing of a grievance, all record of that grievance shall be removed from that employee's unit file.

ARTICLE 12 DISCIPLINE

Section 1. Discipline

Disciplinary actions shall be handled in accordance with the policies and procedures of Southern Illinois University, the State Universities Civil Service System Statute and Rules, and SIUC Guidelines for Progressive Disciplinary Action for Civil Service Employees.

Section 2. Removal of Discipline

Upon written request by an employee, the Director of Labor and Employee Relations will review a Level I or Level II written reprimand that has been in the employee's file for a period of at least twenty four (24) months. At that time the written reprimand shall be removed from the employee's official file at Human Resources and the official unit file; unless the employee has been the subject of any additional similar disciplinary actions.

Such written request shall not be made more than ninety (90) days prior to the twenty four (24) month anniversary of the written reprimand.

ARTICLE 13 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 14

MISCELLANEOUS

Section 1. Leave of Absence

A leave without pay, for reasons other than disability, which represents a mutual benefit to the employee and the Employer, may be approved by the employee's fiscal officer with the concurrence of Human Resources. The duration of the non-disability leave is determined by the Dean / Director and Human Resources.

Section 2. Voting

Employees will be excused, without pay, to vote in a general election not exceeding 2 hours, provided the said employees are scheduled to work more than 4 hours during the hours the polls are open.

Section 3. Promotions and Transfers

If an employee provides appropriate prior notification and receives the authorization of his supervisor and/or Dean/Director, release time will be granted to employees for testing or interviewing on campus, or participating in University sponsored training and development activities as to enhance the employee's effectiveness and productivity. Release time for the above purposes shall not be charged to vacation. Employees being tested or interviewed for other positions on campus, preferring not to disclose the reason, may request the use of vacation.

Section 4. Performance Evaluations

No employee covered by this Agreement shall be required to sign a performance evaluation after completing his probationary period. Performance evaluations will be handled in accordance with SIUC Employee Performance Evaluation policy.

Section 5. Training and Development

As operations and resources permit, the Employer will support each employee to attain new training for technology utilized in their assigned duties or in technology that may assist an employee in their attempt to further their career with the University. Employee requests for said training and development applicable to their assigned duties shall not be unreasonably denied. Employee requests for training and development not applicable to their assigned duties may be granted if operations and resources permit.

Section 6. Library Affairs Steering Committee

The Library Affairs Steering Committee (LASC) includes faculty, administrative/professional and civil service representatives of Morris Library. In the course of constituting the membership of LASC each year, if it occurs that there is no representation by a Bargaining Unit Representative, the Dean will request from the Chief Steward the name of the individual to serve for one (1) year. The Dean shall have the right to reject the individual nominated by the Chief Steward and request that a different

name be forwarded provided that the reasons for such rejection are in writing and are not arbitrary and capricious in nature.

Section 7. Subcontracting

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work product, or emergency. However, no employee covered by this Agreement shall be laid off due to subcontracting.

Section 8. Search Committees

For Morris Library only, the Bargaining Unit shall be allowed at least one representative on search committees for Associate Dean or Director. The Chief Steward shall provide the name of an individual for nomination to the search committee. The Dean or his/her designee shall have the right to reject the individual nominated by the Chief Steward and request that a different name be forwarded provided that the reasons for such rejection are in writing and are not arbitrary or capricious in nature.

In the case of the search for the Dean of Library Affairs, the Chief Steward shall forward the name of an individual for nomination to the search committee. The Provost or his/her designee shall have the right to reject the individual nominated by the Chief Steward and request another name be forwarded provided that the reasons for such rejection are in writing and are not arbitrary or capricious in nature.

Section 9. Personnel Files

Employee Review of Official Personnel Files

Employees will be permitted to review their official personnel file pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.) If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provision of this Acts. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if he so wishes. Reasonable requests to copy documents in the files shall be honored.

Employees (and the Union) will also be permitted to review their library personnel file(s) in accordance with the procedures set forth above.

Section 10. Parking Permit Payroll Deduction

Beginning July 1, 2011 employees covered under this agreement may purchase their annual parking permit by having 1/8th of the cost of the permit deducted from the first eight paychecks of the fiscal year, beginning with the first paycheck in July. In order to sign up for the payroll deduction of parking permits, an employee must provide all required permit

APPENDIX "A"

**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 Code
Initiation Fee	Date Employed	Dues

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 Human Resources Data Control, Mailcode 6520, 804 S. Elizabeth St.