

**AGREEMENT BETWEEN**

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

**AND THE**

**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL UNION NO. 399, AFL-CIO  
AVIATION UNIT**

**EFFECTIVE**

**September 1, 2016 - JUNE 30, 2019**

**RECEIVED**

NOV 1 2016

ILLINOIS EDUCATIONAL LABOR  
RELATIONS BOARD • SPRINGFIELD

This Agreement is made and entered into between SOUTHERN ILLINOIS UNIVERSITY CARBONDALE, hereinafter called the "Employer" and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL UNION NO. 399, AFL-CIO, hereinafter called the "Union".

This Agreement is authorized by the Illinois Educational Labor Relations Act, and is subject to its provisions. This Agreement shall not violate: (1) applicable Federal and State laws, as they may be amended from time to time; (2) Statutes and Rules of the State Universities Civil Service System of Illinois, as they may be amended from time to time; (3) the Statute of the State Universities Retirement System, as it may be amended from time to time; and/or (4) the Bylaws, Statutes, and Policies of the Board of Trustees of Southern Illinois University, as they may be amended from time to time.

## **ARTICLE 1 - RECOGNITION AND NON-DISCRIMINATION**

### **Section 1.1 Recognition**

The Employer recognizes the Union as the sole collective bargaining agent in all matters pertaining to wages, hours, and conditions of employment for all permanent and part-time civil service employees who are performing work under the following classifications:

Aircraft Shop Foreman  
Chief Flight Line Attendant  
Flight Line Attendant I  
Flight Line Attendant II  
Meteorological Aide  
Senior Air Craft Maintenance Mechanic

Characteristic duties and responsibilities for employees in these classifications shall be those set forth in the Class Specification Book of the State Universities Civil Service System of Illinois, and as they may be revised from time to time.

### **Section 1.2 Non-Discrimination**

It is agreed that 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 other term or condition of employment for reasons of race, religion, color, sex, age, sexual orientation, marital status, national origin, political affiliation, disability, or veteran status, in accordance with the Policies of the Board of Trustees, as they may be amended from time to time.

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 express provision of this Agreement, the parties, if either requests, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Employer or the Union with respect to job duties or any other 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 other person for any purpose at any time.

The parties further agree that matter of discrimination should be addressed by the appropriate campus authorities, but that findings are not grievable. Matters of discrimination should be addressed through the appropriate state or federal agency and not the grievance process.

### **Section 1.3 Time Off for Union Activities**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off during regular working hours, with pay, to attend grievance hearings or meetings called or agreed to by the Employer; provided such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses or grievants, and such attendance does not substantially interfere with the Employer's operations.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings and conventions, provided such representatives give reasonable notice to their immediate supervisor of such absence. Such time off shall be allowed if it does not interfere substantially with the operating needs of the Employer. Such absences without pay will not affect the employee's seniority unless the accumulative total of these and other absences without pay exceed 30 days in one calendar year. The employee may utilize accumulated vacation days in lieu of taking time off without pay.

## **ARTICLE 2 – WAGES & LONGEVITY**

Effective July 1, 2016, 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 2017.

Effective July 1, 2017, employees covered under this Agreement will receive thirty cents (30¢) an hour, or the amount appropriated for wages generally and the amount reallocated by the Employer for increases for Civil Service Range employees for FY 2018, whichever is greater.

Effective July 1, 2018, employees covered under this Agreement will receive thirty cents (30¢) an hour, or the amount appropriated for wages generally and the amount reallocated by the Employer for increases for Civil Service Range employees for FY 2019, whichever is greater.

The parties agree that employees with years of service play an important role in mentoring and assisting in training of newer employees. Therefore, any employee covered by the bargaining unit with 2 completed years of service shall receive a longevity increase of thirty cents (30¢) an

hour. After 11 years of service employees covered by the bargaining unit shall receive a longevity increase of thirty cents (30¢) an hour.

\*\*For purposes of calculating any range civil service pay increase to determine if the rate increase is greater than the members of the bargaining unit's increase, the parties agree to use Jeremy King's base wage as the starting matrix for calculation purposes.

### **ARTICLE 3 - BENEFITS IN ADDITION TO WAGES**

#### **Section 3.1 Insurance**

Health and life insurance benefits for employees covered by this Agreement shall remain the same as those provided to other employees of the Employer.

#### **Section 3.2 Holidays**

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. Employees who are required by management to work on a holiday shall be compensated at one and one half times their regular hourly rate for all hours worked in addition to their standard compensation. Employees may elect to take this as compensatory time. When an employee is not scheduled to work on a holiday, or is called back for work on a holiday, he/she shall be compensated at two (2) times the regular hourly compensation.

#### **Section 3.3 Holidays for Employees Who Work Schedules Other Than Monday – Friday**

Employees who normally work other than a Monday – Friday schedule, and who are not scheduled to work on a recognized holiday, will receive, as necessary operations permit, either one (1) the scheduled day off nearest the recognized holiday, or two, (2) an additional day of compensation at the regular rate.

#### **Section 3.4 Eligibility Requirements for Holiday Compensation**

For employees to receive holiday benefits, they must work or must be in a continuing pay status the scheduled work day preceding and following the holiday, unless absence on either, or, both of these days were approved off by the appropriate supervisor. Continuing pay status is defined as a continuing period from the beginning of the last scheduled work day preceding the holiday through the end of the next following scheduled work day unbroken by any absence without pay.

#### **Section 3.5 Vacation with Pay**

(a) Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the State Universities Civil Service System schedule:

Years	Rate Earned Per Hour of	Approximate Leave Days
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of Service                      Pay-Status Service (Exclusive of Overtime) in %/hr.                      Earned in One Year by a Full-time Employee

Years of Service	Vacation Days Per Year	Accrual Rate	Policy Max	Computer Max
0-0.99	12	0.0462	180.87	188.41
1-1.99	13	0.0500	195.75	203.91
2-2.99	14	0.0539	211.02	219.82
3-3.99	15	0.0577	225.90	235.51
4-4.99	16	0.0616	241.17	251.22
5-5.99	17	0.0655	256.43	267.12
6-6.99	18	0.0693	271.31	282.62
7-7.99	19	0.0732	286.58	298.52
8-8.99	20	0.0770	301.46	314.02
9-9.99	21	0.0809	316.72	329.93
10-10.99	22	0.0847	331.60	345.42
11-11.99	23	0.0885	346.48	360.92
12-12.99	24	0.0924	361.75	376.82
13-13.99	25	0.0962	376.63	392.32
14-14.99	26	0.1000	391.50	407.82
15-15.99	27	0.1039	406.77	423.72
16+	28	0.1077	420.00	439.22

- (b) An employee cannot continue to accrue vacation if s/he has credited to his/her account the amount of vacation s/he would accrue in a two-year period at his/her 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) The Employer will grant vacations insofar as is possible in accordance with employees' preferences. However, the approval of each vacation request will be at the discretion of the departmental executive officer 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.

- (e) If a paid holiday is observed during an employee's vacation period, the day observed as an Employer holiday will not be charged against accrued vacation.
- (f) Seniority within classification will prevail in the selection of vacations. However, seniority will be given preference for the first awarded choice of vacation. Second choices will also follow seniority after all first choices have been awarded.

### **Section 3.6 Sick Leave**

- (a) 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 which is already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.
- (b) Sick leave compensation will be at the normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, or when necessitated by an emergency illness or injury of a member of the employee's immediately family. For this purpose, "immediate family" shall include spouse, domestic partner, child, or parent, living in the employee's household.
- (c) Employees who misuse sick leave may be suspended or discharged. An employee's supervisor(s) or Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay.
- (d) Sick leave benefits will apply only to an employee's regular work schedule.
- (e) Accumulated sick leave with no paid upon retirement value will be used by an employee first. Sick leave with retirement pay out value will be used last when an employee must be absent as a result of illness.
- (f) In addition to the regular sick leave governed by (a) through (e) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) as described in University policy, as it may be amended from time to time.
- (g) 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 3.7 Jury Duty**

Employees covered by this 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 purposes. At other times when the court or other tribunal is not in session, the employee is expected to be at work. Employees who are required to appear in court as defendants or plaintiffs in civil or criminal actions are ineligible for a leave under this Section.

### **Section 3.8 Military Obligation**

- (a) The Employer agrees to follow all aspects of federal law and University policy relating to any employee's military obligation, whether that be for an annual obligation, or when an employee is called to active duty.
- (b) An employee is entitled to the right of continued employment or reinstatement after performing military service as provided under federal law.

### **Section 3.9 Uniforms**

The University shall provide employees who are covered by this Agreement five shirts and five pair of pants per fiscal year. One time per contractual term the University shall provide a winter coat to employees covered by this Agreement. Employees covered by this Agreement will be subject to discipline if they do not wear the appropriate uniform while at work.

### **Section 3.10 Funeral Leave**

A leave of up to three (3) days with pay will be granted for an employee covered by this Agreement to attend the funeral of a member of the immediate family or household. For purposes of funeral leave, the "immediate family" is defined as the spouse, domestic partner, child, parent, sibling, grandparent, grandchild, and corresponding in-laws. "Household" is defined as anyone maintaining a family relationship living in the employee's home. Approval will be granted for leave with pay of one (1) day to attend the funeral of a relative outside of the immediate family or household as defined above.

### **Section 3.11 Administrative Closure**

In the event the Employer declares a partial or total paid 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 by their supervisor(s) to work during the administrative closure will be paid their regular wages.
- (b) Employees regularly scheduled to work and required by their supervisor(s) to work during the administrative closure will receive additional compensation at their regular rates of pay for the hours worked.

- (c) Employees not regularly scheduled to work who are required by their supervisor(s) to work on an overtime basis during the administrative closure will be compensated for the administrative closure day, and one and one-half their regular rate of pay for the hours worked.

## **ARTICLE 4 - HOURS OF WORK AND OVERTIME**

### **Section 4.1. Hours of Work and Work Week**

- (a) Seven and one half hours, not including an unpaid lunch period, shall constitute a shift's work.
- (b) Employees shall work a thirty-seven and one half (37 ½) hour weekly schedule. The work week shall begin 12:01 AM on Sunday night and end at midnight the following Saturday night. A shift shall count in the work week in which it begins.

### **Section 4.2 Overtime**

Overtime work will be divided as equally as is practicable among the employees in each classification. Overtime will be paid to the employee after an employee has reached 7.5 hours in pay status in a single work day as defined in Section 4.1. All hours over fifty (50) worked in a week shall be compensated at the double time rate. For purposes of overtime, pay status will include vacation time and sick time.

## **ARTICLE 5 - SENIORITY**

### **Section 5.1 Seniority**

Seniority for all purposes under this Agreement, will be interpreted and calculated according to the Statute and Rules of the State Universities Civil Service System as published in the most recent edition. If the sections of the Statute or Rules applicable to seniority are amended by law or through action of the Civil Service System during the term of this Agreement, the Agreement will automatically be reopened for the renegotiation between the parties of those of its provisions which are affected by such amendment.

The Employer shall provide, upon request, seniority lists by classification to the Union showing each worker's seniority and contact information. Any errors or omissions in seniority lists will be corrected by notification of either the Employer or the Union

## **ARTICLE 6 - DISCIPLINE**



It is understood that the Employer is obligated to observe the Statute and Rules of the State Universities Civil Service System in all matters concerning employee discipline, and that the remainder of this Article supplements the requirements of that Statute and those Rules.

#### **Section 6.1 Progressive Disciplinary Action**

The Employer agrees with the tenets of progressive and corrective disciplinary action and shall follow its *Guidelines for Progressive Disciplinary Action-Civil Service Employees* in cases involving employees covered by this Agreement.

#### **Section 6.2 Just Cause**

Disciplinary action may be taken against an employee only for just cause.

#### **Section 6.3 Timeliness of Disciplinary Action**

Disciplinary action shall be imposed as soon as possible after the Employer has become aware of the need for it and has had reasonable time to investigate the matter giving rise to it.

#### **Section 6.4 Manner of Discipline**

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public insofar as is possible.

#### **Section 6.5 Limit on Modification of Disciplinary Action**

Once the measure of disciplinary action is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

#### **Section 6.6 Investigatory Interview**

An employee shall be entitled to the presence of a Union representative at an Investigatory interview if s/he requests one and if the employee has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her.

#### **Section 6.7 Union Representation**

Any employee covered by this Agreement charged with or investigated for any misconduct, neglect, or violation by the Employer, and which may lead to his/her being reprimanded, suspended, or discharged, shall have the right to be represented by the Union in any investigation, hearing, or trial conducted by the Employer or the Merit Board of the State Universities Civil Service System.

## ARTICLE 7 - GRIEVANCE PROCEDURE

A "grievance" is defined to be any 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 at the level on which they occur. If this is not possible in any individual case, the following procedure will be observed:

Step 1. An employee and/or a representative of his/her choice shall first present any such matter to the immediate supervisor. This step should be taken at the earliest possible date. The immediate supervisor must render a decision and reasons for the decision within two (2) working days after having the matter presented to him/her.

Step 2. If the grievance is not satisfactorily resolved, the employee may submit the grievance in writing to his/her head of department, or Department Chair. This must be done within five (5) working days after the receipt of the decision in Step 1. The Department Chair is to review the facts and render a decision and reasons for the decision in writing to the employee within five (5) 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 Director of Labor and Employee Relations. This must be done within five (5) working days after the receipt of the decision in Step 2. The Director of Labor and Employee Relations shall arrange a meeting with both the employee and his/her representative, and with the administrative officer(s) involved, to be held within five (5) working days after receipt of the grievance. The employee must be notified in writing of the decision and reasons for the decision within five (5) 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 Statute 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 dispute 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 through the use of an arbitrator from the American Arbitration Association, the Illinois Educational Labor Mediation Roster, or the Federal Mediation and Conciliation Service, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date after the Step 3 answer was received, 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 Employer against any employee because of his/her participation in a grievance.

When a grievant and/or his/her representative is required by Steps 1 through 4a of the above procedure to attend a meeting during his/her 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 proceeding 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 two years or more after the initial resolution of a grievance, all record of that grievance shall be removed from that employee's departmental file.

#### **ARTICLE 8 - UNION RESPONSIBILITY**

In consideration of the foregoing, the Union agrees that all employees under the terms of this Agreement shall perform their duties in a faithful and workmanlike manner. They will start the machinery and equipment in their charge at the proper time required by the official of the Employer and keep their respective equipment in proper working order.

#### **ARTICLE 9 - LIFE OF THE AGREEMENT**

This Agreement shall remain in full force and effect through June 30, 2019. It shall be renewed automatically thereafter from year to year unless either party submits to the other a request, in writing, to reopen negotiations at least sixty (60) days prior to the expiration date.

#### **ARTICLE 10 - CONTINUITY OF OPERATION**

There shall be no cessation of work through strikes, non-productive holidays, etc., on the part of the employees or lockouts on the part of the Employer during the period of this Agreement.

Should any employee(s) be found guilty of participation in any violation of this Article, the Employer may take such disciplinary action (including discharges) as in its judgment is proper.

The Union will not be subject to financial liability for any unauthorized violation of this Article, provided it performs its obligations as set forth herein.

In the event of the occurrence of any unauthorized action in violation of the above paragraphs, the Union agrees to inform the employee(s) immediately that such action is not authorized and to hand promptly to the Employer a letter advising that such action is not authorized by the Union. The Union further agrees to exercise all reasonable efforts to bring about immediate cessation of such violation of this Provision.

### **ARTICLE 11 - MANAGEMENT RIGHTS**

The Employer shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, developing its mission, standards of services, its overall budget, the organizational structure and selection of new employees, examination techniques, and direction of employees.

It is understood and agreed that the Employer possesses the sole and unrestricted right to plan and conduct its operations and to determine the conditions of employment of its employees, except where that right is clearly, expressly, and specifically limited in this Agreement.

Rights which the Employer may exercise include, but are not limited to, the following:

1. To determine the methods and means, including number and type of personnel, needed to carry out its mission;
2. To plan, direct, and control the work of employees, including the assignment of overtime;
3. To suspend, demote, discharge, or take other disciplinary action against employees for cause;
4. To lay off employees for lack of work or funds or for other legitimate reasons;
5. To furlough employees in times of budgetary uncertainty;
6. To introduce new or improved methods, equipment, and facilities; and
7. To contract for goods and services.

### **ARTICLE 12 - DUES DEDUCT/FAIR SHARE**

#### **Section 12.1 Dues Deduction**

The University agrees to deduct union dues upon receipt of an appropriate and signed authorization directly from an employee covered by this Agreement on a form mutually agreed to by the parties.

Authorization of said deduction and cancellation of such deduction shall comply with the State Salary and Annuity Withholding Act, 5 ILCS 365, as amended from time to time, and the various procedures established by the Illinois Comptroller's Office. The union shall advise the

University of any change in dues or approved deductions at least thirty (30) days in advance of the effective date.

### **Section 12.2 Fair Share**

The parties agree that non-union members employed in status positions in the unit who choose to not to become members within thirty (30) days of employment shall be required to pay a fair share not to exceed the amount of dues uniformly required by union members. The fair share fee certified by the union shall be deducted from the employee's paycheck. The fair share fee shall be deducted from the employee's check only after state health insurance and other priority deductions have been withheld. The union shall advise the University of any change in the fair share fee at least thirty (30) days in advance of the effective date.

### **Section 12.3 Indemnification**

The union shall indemnify and hold harmless the University, its officers, agents, representatives and unit employees against any and all claims, demands, actions, complaints, suits, costs, expenses, or other form of liability including attorney's fees and costs that shall arise from or as a result of any action taken or not taken by the University, its officers, agents, employees, or representatives for the purpose of complying with or carrying out the provisions of this Article or in reliance on any list, notice, letter, certification, affidavit, authorization, or assignment furnished to the University by the union pursuant to this Article, and including any changes that the University failed to discharge any duty owed to its employees arising of the fair share fee deduction.

## **ARTICLE 13 – 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 Employer shall the right to temporarily implement management decisions pending final resolution of any effects of bargaining which may be timely requested by the Union.

## **ARTICLE 14 - MISCELANEOUS**

### **Section 14.1 Bulletin Boards**

The Employer agrees to furnish bulletin board space in areas that are readily accessible to bargaining unit employees. The items posted shall not be political, partisan or defamatory in

nature. All such notices shall be signed by an officer of the Union and approved by the appropriate supervisor.

### **Section 14.2 Safety**

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 practices which will result in safe working conditions.

The Union recognizes the responsibility of its members to obey reasonable safety rules and to follow safe work practices to insure employee safety, as well as that of fellow workers.

An employee shall immediately report any unsafe working conditions or practices to the appropriate supervisor. If necessary, the matter shall be referred by the supervisor to the Employer Safety Officer. If the matter is not resolved, it may be taken by the Union to the Director, Human Resources. If the matter is not resolved by the Director, Human Resources, it shall be subject to the grievance procedure at Step 2.

Employees who work in designated toxic substance areas shall be provided information on all toxic substances in the work area as required by law.

### **Section 14.3 Temporary Upgrade**

The parties acknowledge that the FAA and local Airport Authority require certain classifications to be onsite at the airport and are responsible agents for FAA rules. When the employee filling that classification is absent, and unable to fulfill the duties as assigned, the parties agree that employees (with the appropriate qualification required by the State Universities Civil Service System) wanting the assignment will be temporarily upgraded to fulfill the duties required by the FAA. Opportunities for temporary upgrade will be rotated among eligible employees in the next lower classification assigned to the same shift, beginning with the most senior qualified employee. If no employee in the next lower classification voluntarily accepts the temporary upgrade, management will have the authority to mandate a member of the bargaining unit to fulfill that duty.

Employees who have been temporarily upgraded shall receive a wage increase of 10% for all hours worked in the upgraded position, or the base rate of the upgraded position, whichever is higher.

### **Section 14.4 Subcontracting**

It is the general policy of the Employer to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract outside any work it deems necessary in the interests of economy, improved work product, or emergency. Such subcontracting shall not reduce the number of hours worked by employees in the bargaining unit

to perform the work that is traditionally and customarily performed by employees in the bargaining unit.

**BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY**

Bradley Colwell 10/18/16  
Bradley Colwell Date  
Chancellor, Southern Illinois University  
Carbondale

E. Ryan Hall 10/17/16  
E. Ryan Hall Date  
Associate General Counsel

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS  
LOCAL # 399**

Brian Hickey 10/3/2016  
Brian Hickey Date  
Business Agent/President

Floyd E. Fessler, Jr. 10/7/16  
Floyd E. Fessler, Jr. Date  
Business Representative

APPROVED  
AS TO  
LEGAL FORM  
CWH

RECEIVED

NOV 1 2016

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