

AGREEMENT BETWEEN

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

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 702**

EFFECTIVE

JULY 1, 2013 - JUNE 30, 2015

RECEIVED

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ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between the Board of Trustees of Southern Illinois University, (hereinafter referred to as the Employer) and the International Brotherhood of Electrical Workers, Local No. 702 (hereinafter referred to as the Union) in behalf of employees of the Employer in the Civil Service classifications of Broadcasting Engineer and Television Broadcast Equipment Operator.

ARTICLE 1 - LIMITATIONS

- (a) This Agreement is subject to: 1) applicable Federal and State laws as they may be amended from time to time; 2) the Statute and Rules of the State Universities Civil Service System of Illinois, as they may be amended from time to time; 3) the rules and regulations of the State Universities Retirement System, as they may be amended from time to time; 4) The Bylaws, Statutes and Policies of the Board of Trustees of Southern Illinois University and as they may be amended from time to time; 5) Public Act 83-1014, The Illinois Educational Labor Relations Act.
- (b) 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.
- (c) A classification title change will not remove employees from the bargaining unit as long as they continue performing substantially the same work. Any new classification covering the same work will become a part of the bargaining unit covered by this Agreement.

ARTICLE 2 - NON DISCRIMINATION

- (a) The Employer agrees that there shall be no discrimination against officers and members of the Union by reason of their membership in the Union or by reason of their representing employees in the bargaining unit.
- (b) The Union shall have the right to appoint a steward at the Broadcasting Service where workmen are employed under terms of the Agreement. Such steward shall be allowed sufficient time to see that the provisions of this Agreement are observed on the job.

ARTICLE 3 – MANAGEMENT RIGHTS

As long as such actions and decisions are consistent with the other express Articles of this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the University to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the University and its properties and of all its personnel; determine its organization; hire, assign, direct, evaluate, and discipline staff; effect layoffs; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; to establish its policies, goals and objectives; to establish, consolidate, merge or eliminate programs; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of University operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

ARTICLE 4 - GRIEVANCE PROCEDURE

- (a) 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.
- (b) Any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the Union as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.
- (c) It is preferable that grievances be resolved informally at the steps 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 her/his choice shall first present any such matter to the immediate supervisor. This step should be taken within 20 working days of the time that the Employee became aware or should have become aware of the problem. The immediate supervisor must render a decision and reasons for the decision within five (5) working days.

Step 2. If the grievance is not satisfactorily resolved, the employee may submit the grievance in writing to her/his head of department (i.e., Dean or Director). This must be done within five (5) working days after the receipt of the decision in Step 1. The department head 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 University Labor Relations Office designee. This must be done within five (5) working days after the receipt of the decision in Step 2. The Labor Relations Office shall contact the parties to arrange a meeting with both the employee and her/his representative, and with the administrative officers involved, 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 Federal Mediation Roster which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for 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.

- (d) An employee has the right to representation at all steps of the grievance procedure.
- (e) A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.
- (f) No reprisal(s) shall be taken against any employee because of her/his participation in a grievance.
- (g) When a grievant and/or her/his representative is required by Steps 1 through 4a of the above procedure to attend a meeting during her/his regularly scheduled work assignment, such person(s) 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.
- (h) A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.
- (i) All records related to a grievance shall be filed separately from the official personnel file of the employee. All record of a grievance shall be removed from the grieving employee's departmental file one year after the initial filing of the grievance.

ARTICLE 5 - SENIORITY

- (a) For all matters under the jurisdiction of this Agreement, seniority shall be calculated in accordance with the Rules and Procedures of the State Universities Civil Service System.
- (b) The University will provide and post current seniority lists.

ARTICLE 6 - WORK WEEK

- (a) The workweek shall be from midnight Saturday to midnight the following Saturday.
- (b) The-weekly work schedule for employees shall consist of one seven and one-half hour work shift in each of five workdays, with two days off, which shall be consecutive except when mutually agreed otherwise by the employee and the Employer. Under normal circumstances, there shall be an eight (8) hour rest period between shifts.

ARTICLE 7 - OVERTIME

- (a) Employees will be compensated at one and one-half times their regular rate of pay for all hours worked in excess of seven and one-half in a work day and thirty seven and one-half in a work week. Overtime pay will not be pyramided. Compensatory time off at the time and one-half rate instead of monetary payment may be mutually agreed to by the individual employee and the employer. As per university policy, compensatory time must normally be taken no later that the pay period following the one in which it was earned.
- (b) Overtime will be divided as equally and impartially as possible, with qualifications, experience, and performance being reasonably equal. The current supervisor of the engineering staff or his designated substitute shall be the sole determining judge of the above listed factors.
- (c) A list for each classification showing overtime hours worked will be kept posted by the Employer and updated as appropriate. Where qualifications, experience, and performance are reasonably equal, an overtime assignment will be offered, except in an emergency, to the employee lowest on the list in terms of overtime hours charged. If an employee voluntarily refuses an overtime assignment, he will be charged on the overtime list with the hours involved just as if he had worked them.

ARTICLE 8 - CALL-BACK

An employee called back to work after having been released from his normal day's work, called in to work on a scheduled day off, or called to report to the work site prior to the start of his regularly scheduled shift, shall be paid for a minimum of two hours for the call-back or call-in, at the applicable overtime rate.

ARTICLE 9 - TEMPORARY ASSIGNMENT

When an employee is sent on a temporary assignment, the following provisions will apply:

- (a) If the assignment requires him to remain overnight, he shall be credited with no less than one (1) seven and one-half hour (7 1/2) shift for each day he is away on such assignment. All time spent traveling shall be considered as time worked, except as noted in (d) below.
- (b) If the assignment does not involve remaining away overnight, the employee shall be compensated for the total elapsed time, excluding appropriate meal periods, from when he started until he returns, except as noted in (d) below.
- (c) Any employee on such assignment shall have all travel and other necessary expenses paid by the Employer in accordance with University travel policy.
- (d) When the assignment is for the purpose of training or education away from the employee's normal duty station, time spent traveling shall not be considered as time worked and shall not be compensable unless it falls within the employee's regularly assigned work schedule, or during the equivalent hours on his scheduled days off. Time spent in actual training activities will be counted in all respects as working time.
- (e) Employees are expected to maintain, improve and update their level of professional expertise by taking advantage of training provided by the employer, either directly or indirectly. Current University and Broadcasting Service Policy shall apply in regards to reimbursement and applicable pay. The University shall make every effort to provide training for operation and maintenance of broadcast equipment.

ARTICLE 10 -WORK SHIFTS

- (a) The work schedules of Broadcasting Engineers and Television Broadcast Equipment Operators will be established and altered at the discretion of the Employer, constrained only by the provisions of Articles 6 and 11. It is understood and agreed that any such employees' daily work schedules may commonly vary within their work weeks.
- (b) Within the constraints of (a) above, if the employees to be assigned to two or more different work shifts are to perform essentially identical duties, those employees may choose among those shifts according to their relative seniority.

ARTICLE 11 - POSTING OF SCHEDULES

The schedules for employees will be posted no later than the last day of the work week for the week after the next. In the event the Employer changes a schedule after it has been posted, the first shift worked outside the posted schedule will be compensated at the overtime rate unless the affected employee consents to the change.

ARTICLE 12 - MUTUAL CHANGES

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by the parties hereto.

ARTICLE 13 - WAGE RATES

- (a) Effective July 1, 2013, the basic wage rate will be increased by 2% for a basic rate of \$37.09.

Effective July 1, 2014, employees covered by this agreement will receive a wage increase equal to the amount appropriated for wages generally and the amount reallocated by the Employer for increases for Civil Service range employees.

- (b) Employees in the Broadcasting Engineer classification hired after July 1, 2012 will be paid according to the following schedule:

<u>Length of Service to SIU-C Broadcasting Service</u>	<u>Wage Rate</u>
Less than one year	50% of the rate in (a) above
One year	60% of the rate in (a) above
Two years	65% of the rate in (a) above
Three years	75% of the rate in (a) above
Four years	80% of the rate in (a) above
Five years	90% of the rate in (a) above
Six years	100% of the rate in (a) above

A Broadcasting Engineer shall be paid, during his probationary period, 90% of the rate to which he is otherwise entitled. The Employer may choose to begin a newly hired Broadcasting Engineer at any level of the above schedule commensurate with qualifications the hire possesses in excess of those minima set forth in the Civil Service class specifications.

- (c) One or more consenting Broadcasting Engineers may be assigned limited supervisory authority by geographical location or by job function and designated Lead Engineer(s) by the Employer. Any Engineer so consenting and so designated shall be paid one dollar per hour above his base rate in compensation for the added responsibility. Designation of Lead Engineers will be by seniority at their respective locations (Carbondale and Olney) unless the most senior Engineer(s) is (are) deemed unqualified for the assignment by the Employer. In that event, the Employer and the Union will jointly decide which employee shall be given the particular Lead Engineer designation, if any.

ARTICLE 14 - FRINGE BENEFITS

The provisions relative to holidays, vacations with pay, sick leave, funeral leave, and excused absences set forth in the Employer's Personnel Policies Affecting Civil Service Employees are to be considered a part of this Agreement.

- (b) Health insurance benefits for employees covered by this Agreement shall remain the same as those provided other employees of the Employer.
- (c) No later than April 1 of each year, the Employer will post a schedule on which employees may indicate their preferences for reserved vacation time through April 30 of the following year. Employees will have through April 20 to indicate their preferences, after which the Employer will have ten days in which to reconcile the indicated preferences with each other and the needs of Broadcasting Service. In case of conflicting requests which cannot be accommodated, the preference(s) of the more senior employee(s) will prevail. The complete schedule of reserved vacation time will be posted by May 1 of each year.
- (d) Proper vacation request forms will be filled out by employees and turned in at the time of selection. Once approved, a scheduled vacation may be canceled or altered by the Employer only in an emergency. If an employee should suffer any unavoidable monetary loss due to such cancellation or alteration he will, after furnishing appropriate documentation, be reimbursed for the loss.
- (e) Vacation requests other than those under the above procedure will be considered on an individual basis.

ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY

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 term or condition of employment for reasons of race, religion, color, sex, age, marital status, handicap, disability, political affiliation, national origin or veteran's status, including disabled veterans and Vietnam-era veterans.

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 person for any purpose at any time.

ARTICLE 16 - HEALTH AND SAFETY

The University and employees covered by this agreement shall comply with applicable federal or state health and safety statutes and rules.

ARTICLE 17 - CONTINUITY OF OPERATION

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, 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 lock out members of the union during the term of this Agreement as a result of a labor dispute with the union. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the union, immediately direct such administration agents, both orally and in writing, to resume normal operation immediately and make every other reasonable effort to end any violations.

ARTICLE 18 - JOB DUTIES

- (a) The installation, maintenance, and repair of broadcasting equipment in the Employer's Broadcasting Service is the work of Broadcasting Engineers with the following exceptions:
- (1) If WUSI-TV (Olney) is changed to "repeater" status, the installation, maintenance, and repair of broadcasting equipment at that location may be assigned to Broadcasting Engineers or, in emergencies, contracted to third parties.
 - (2) The Employer reserves the right to contract specialized installation or maintenance and repair to third parties (such as manufacturers' representatives) when such work cannot be performed efficiently and effectively by employees covered by this Agreement.
 - (3) Computers or micro-processor based equipment not used in the broadcasting chain may be installed, maintained, and repaired by qualified information technology (IT) or computer maintenance personnel.
 - (4) Broadcast equipment that is commonly connected or disconnected by broadcasting service personnel during studio or field productions may be connected or disconnected as necessary.

- (b) All employees of the Broadcasting Service, including Broadcasting Engineers and Broadcast Equipment Operators shall act as professional mentors to students. Such mentoring shall displace no Broadcast Engineers

ARTICLE 19 - WORK FORCE REQUIREMENTS

The present number of Broadcast Engineers will not be reduced, except by attrition, unless unforeseen technology, inadequate funding, or station closure requires it.

- (a) If a major reduction in budget is suffered by Broadcasting Service during the life of this Agreement, the parties hereto will endeavor to make any adjustment in this contract needed to ensure the viability of Broadcasting Service and its broadcasting operations.
- (b) No student employee shall displace a certified Civil Service employee covered by this Agreement.
- (c) It is agreed that Broadcast Engineers will be available to respond to emergency calls when they are off duty based upon the schedule mutually agreed to by the engineers and their supervisor. The supervisor will attempt to contact assigned Broadcast Engineers at the telephone numbers they provide. If assigned engineers cannot be reached, the supervisor (if qualified) may then perform the work himself or make alternative plans to have the work performed.

ARTICLE 20 - FAIR SHARE

- (a) 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 Statute and Rules of the State Universities Civil Service System of Illinois, who are represented by the bargaining representative, subject to the following procedures and conditions:
 - (1) The bargaining representative demonstrates to the Employer that a majority of the status employees in the bargaining unit are dues paying members of the bargaining representative;
 - (2) The bargaining representative certifies to the Employer the amount of the fair share fee, such fee to comply with the requirements of Public Act 83-1014;
 - (3) The bargaining representative certifies to the Employer the names of the status employees represented who shall be subject to the fair share fee payroll deduction;
 - (4) The bargaining representative complies with applicable legal requirements in notifying the 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;

- (b) Upon compliance by the bargaining representative 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 as 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 bargaining representative;
- (c) The bargaining representative shall notify the Employer in writing of any change in the fair share fee at least thirty days prior to its effective date;
- (d) The obligation to pay a fair share fee shall not apply to any employee who, on the basis of bona fide tenets or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the bargaining representative. The parties shall abide by the rules of the Illinois Educational Labor Relations Board concerning any such objection.
- (e) The bargaining representative 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 21 - EFFECTIVENESS OF AGREEMENT

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

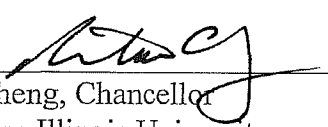
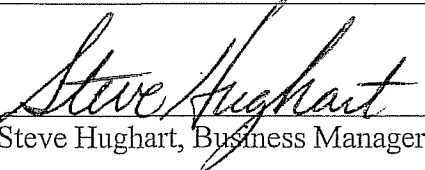

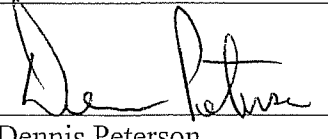
This Agreement shall remain in full force and effect until midnight, June 30, 2015, and if neither party gives notice of a desire to modify, shall automatically renew and continue in full force and effect from year to year thereafter until one party gives notice of a desire to modify. Notice of a desire to modify by either party shall be in writing and shall be presented not more than 120 and not less than 60 days prior to July 1, 2015, or any subsequent anniversary date of this Agreement. The Employer and Union recognize a joint responsibility to provide continuing service to the end that educational processes be not interrupted. If during the course of

negotiations, a work stoppage becomes likely, every effort shall be made by the Employer and Union to resolve the dispute.

In accomplishing this service, all available processes shall be utilized including those provided by Public Act 83-1014 and any other procedures upon which the Employer and Union shall agree. During such negotiations this Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration date of this Agreement, and should the above mediation services fail, either party, on ten days notice to the other, may terminate this Agreement.

ARTICLE 22 - COMPLETENESS OF AGREEMENT

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

BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY	LOCAL UNION #702 OF THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
 Rita Cheng, Chancellor Southern Illinois University	 Steve Hughart, Business Manager
 Brent D. Patton Director of Labor and Employee Relations	 Dennis Peterson, Business Representative

APPROVED
BY TO
LEGAL FORM

