

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

EFFECTIVE

JULY 1, 2017 – JUNE 30, 2020

RECEIVED

DEC 28 2017

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

APPROVED
AS TO
LEGAL FORM

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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 Public Act 83-1014, The Illinois Educational Labor Relations Act, and is subject to its provisions. This Agreement shall not violate: (1) applicable Federal and State laws and 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 and as it 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.

ARTICLE 1 – RECOGNITION AND NON-DISCRIMINATION

1.1 Recognition

(a) The Employer recognizes the Union as the exclusive bargaining representative for non-academic employees in the following Civil Service classifications:

Lead Plant Stationary Engineer

Stationary Engineer (Steam & Power Plant III)

Stationary Fireman (Steam & Power Plant II)

Stationary Fireman Helper (Steam & Power Plant I)

Swimming Pool Tender

Central Systems Control Operator

Power Plant Instrument Technician (Instrument Technician)

(b) Characteristic duties and responsibilities for employees in these classifications shall be 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.

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. The parties agree that any complaint of discrimination shall be filed by the employee through the appropriate state or federal agency, and not through the grievance process.

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 the 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 2 – WAGES

2.1 Stationary Engineer (Steam & Power Plant III), Stationary Fireman (Steam & Power Plant II), Stationary Fireman Helper (Steam & Power Plant I) and Power Plant Instrument Technician (Instrument Technician):

(a) Employees in the Stationary Engineer (Steam & Power Plant III) and Power Plant Instrument Technician (Instrument Technician) classifications will be paid 100% of the state prevailing rate for the craft, as certified to the Illinois Department of Labor and issued by that office.

Employees covered in this classification and hired after the beginning date of this agreement shall be compensated at 85% of the prevailing rate during their first year of service, 95% during their second year of service and will receive 100% of the prevailing rate beginning in year 3.

(b) Employees in the Stationary Fireman (Steam & Power Plant II) will be paid \$1.20 per hour less than employees in the Stationary Engineer (Steam & Power Plant III) classification

(c) Employees in the Stationary Fireman Helper (Steam & Power Plant I) classification will be paid 65% of the rate paid employees in the Stationary Engineer (Steam & Power Plant III) to begin, and 75% after successful completion of the probationary period.

(d) Employees in the Stationary Engineer (Steam & Power Plant III) classification, designated by the Employer to be in charge during their shifts, will be paid, for the hours actually worked and in charge of a shift only, a premium of 10% per hour above their regular rate.

2.2 Other Covered Classifications

Employees in the Central Utility Control Panel Operator I (Central Systems Control Operator) classification will receive 66% of any wage adjustment, expressed in dollars and cents, received by employees in the Stationary Engineer (Steam & Power Plant III) classification. Upon

ratification of the Agreement, employees covered by the Central Utility Control Panel Operator I (Central Systems Control Operator) shall receive a one-time market adjustment of .50 (fifty) cents an hour. Swimming Pool Tenders will receive compensation and general wage increases commensurate with any general wage civil service increase given to range civil service employees during the duration of this Agreement.

2.3 Shift Differentials and Bidding

(a) Shift differentials for Central Control personnel shall be ten cents per hour for the second shift and twenty cents per hour for the third shift. Shift differentials for Power Plant personnel shall be fifteen cents per hour for the night shift for employees on the 12-hour rotating shift.

(b) Shift differentials for Swimming Pool Tenders shall be eleven cents per hour for the second shift and twenty-one cents per hour for the third shift.

Bidding for shifts for Central Control personnel and Swimming Pool Tenders will be conducted in January and July of each year. Bidding will be completed by the seventh day of the month.

(c) When a permanent vacancy is declared, the following procedures will be followed to fill the vacancy:

Eight-hour day shift engineer position(s) will be filled by bid, unless the appointment of the highest bidder will prevent the safe and efficient operation of the power plant. If no employee on the twelve-hour rotating shift bids on the opening, the position will be filled by the least senior employee on the twelve-hour rotating shift or from the civil service register.

Twelve-hour rotating shift engineer position(s) will be filled by bid from employee(s) on the eight-hour day shift. If no employee on the eight-hour day shift bids on the opening, the position will be filled by the least senior employee on the eight-hour day shift or from the civil service register.

(d) Bidding for the 8-hour engineer's shift will be conducted in July of each year. Bidding will be completed by the seventh day of the month.

(e) Central System Control Operator selected as Lead shall receive a 7.5% premium above the highest rate in the classification for supervisory duties within the Facilities Operations Center.

ARTICLE 3 – BENEFITS IN ADDITION TO WAGES

3.1 Insurance

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

3.2 Holidays

(a) The Employer recognizes the following as holiday: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five days designated by the Chancellor of the University prior to the beginning of the fiscal year.

(b) Employees covered by this Agreement will be compensated 8 hours for the holidays cited in (a) at their regular rates of pay, including any applicable shift differential.

(c) An employee required to work on a holiday cited in (a) will be compensated one and one-half the regular rate of pay of all hours worked, in addition to the holiday pay provided in (b).

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

(e) An employee required to work on an overtime basis (outside his regularly scheduled shift) on a holiday will be compensated at two and one-half times his regular rate of pay for the hours worked. Compensation under this provision shall be subject to the minimum provided by 4.3 (b), if applicable.

3.3 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 and University Policy.

(b) An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two year period at his 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.

3.4 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 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 professional medical and dental appointments, or when necessitated by an emergency illness or injury of a member of the employee's immediate family. For this purpose, "immediate family" shall include spouse, child, parent, sibling, grandparent, grandchild, or corresponding in-law, living in the employee's household.

(c) Employees who misuse sick leave may be suspended or discharged. An Employee's supervisors 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, except when outside employment has been approved by the University.

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

(e) 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 on or after January 1, 1998;
3. Sick leave days earned and accrued on or after January 1, 1984 and before January 1, 1998.

(f) 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 on or after January 1, 1984 and prior to January 1, 1998.

(g) In addition to the regular sick leave governed by (a) through (f) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty work days during a 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 6 months in a status position to be eligible for the benefit.

Any absence that qualifies for Family 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 ESLB. Extended Sick Leave time, in cases of employees who are eligible, will be deducted from the 12-week family and medical leave entitlement.

(h) 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.

3.5 Bereavement Leave

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

3.6 Jury Duty

(a) 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.

(b) For employees on the day shift of the 12-hour rotating shift:

- If the employee is released from jury duty no later than 1 p.m., the employee is expected to return to work for the duration of his/her shift.
- If the employee is released from jury duty after 1 p.m., the employee is not expected to return to work for the duration of his/her shift.

(c) For the employees on the night shift of the 12-hour rotating shift, on the evening following jury duty, the employee will not be expected to work.

3.7 Military Obligation

The University will honor any military obligation of an employee covered by this agreement pursuant to all state and federal law.

3.8 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.

(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 times their regular rates of pay for the hours worked.

3.9 Tuition Waiver

A) Tuition Waiver for Employees

a. The university grants full waiver of tuition for undergraduate and graduate courses for the following: all SIUC employees on pay status, SIUC retirees, employees on leave, or layoff. Employees on extra-help civil service appointments are not eligible. (Employees on pay status must be employed during the term for which the waiver is applied.) Appointees with 0 percent appointments are ineligible to receive tuition waivers. The waiver is not applicable to professional programs, i.e. School of Law or the School of Medicine.

b. The waiver benefit does not limit the number of credit hours that may be taken each semester. However, since the Graduate School has established a limit of 8 graduate hours per semester for full-time employees (a limit of 6 graduate hours for the summer semesters), full-time employees seeking to register for hours that exceed these limits must seek approval from the Graduate School.

c. Employees with appointments of less than 50 percent time must pay the Student Health fee and will be eligible for that service. However, a refund of this fee will be extended to the employee if proof of duplicate medical coverage is provided to the Administrative Director of the Student Health Programs or his/her designee. Similarly, a refund is authorized for those employees precluded from use of the Student Health Programs by unusual or extreme geographic conditions (4 Policies B.12).

d. In the case of civil service employees, work time lost in attending classes may either be made up at a time mutually agreeable to the employee and supervisor or charged against the employee's accumulated vacation. Lunch hours, which are not considered basic work time, may be used as make-up time. In some instances, the Director of Human Resources may, to further the best interests of the university, require or authorize civil service employees to take course during working hours. In such instances, the employees are not required to make up lost work time.

B) Tuition Waiver for Children of Seven-Year Employees

Interinstitutional Undergraduate Tuition Waiver

Eligibility: As required by 110 Illinois Compiled Statute 520/8f, the applicant for this benefit must be under the age of 25 at the commencement of any academic year in which the benefit is

claimed, must qualify for admission to the university under its usual rules, and must maintain satisfactory academic progress toward graduation (as defined in university Financial Aid rules) in order to claim the benefit in each following year.

Duration: The tuition waiver will be granted for a total of 130 semester hours. The parent must be a seven-year employee, as defined below, of a qualifying institution at the time each term's benefit is claimed. Subsequent terms need not be consecutive. The benefit is not applicable for non-credit or graduate or professional studies.

Amount: The maximum amount of waiver any student may receive under this program shall be 50% of the tuition for the number of credit hours in which the student is enrolled. Fees other than tuition are not affected.

Ownership: The statute grants the tuition waiver to the student, who consequently has sole control of it unless under some legal disability. The benefit will therefore be granted upon application of any eligible student for any school term within the duration of the waiver.

In the administration of the 110 Illinois Compiled Statute 520/8f, the following terms shall have the meanings set forth:

a. *Employing Institution:* The university where the employee is actively employed at the time the partial tuition waiver is utilized.

b. *Employment at Illinois University:* Employment at any of the designated universities specified in 110 Illinois Compiled Statute 520/8f including all campus and office locations under the present or former jurisdiction of Illinois senior public university governing boards including the University of Illinois, Southern Illinois University, Chicago State University, Eastern Illinois University, Governors State University, Illinois State University, Northeastern Illinois University, Northern Illinois University and Western Illinois University.

c. *Employment Eligibility:* Eligibility for the 50% tuition waiver benefit is conditioned upon the parent being employed, and having seven or more full years of total (consecutive or non-consecutive) university employment, as of the first day of the academic term or semester (in accordance with the academic calendar where the student is enrolled) for which the tuition waiver benefit would apply. Employment among different universities shall be cumulative in terms of fulfilling the seven year requirement. For purposes of eligibility standards, university employment must be a full-time-equivalent rate of 50% or more in a SURS-eligible appointment capacity. An eligible child of an employee who is on approved leave of absence, and not on permanent layoff status, at the time of application for the benefit shall be authorized for participation consistent with the public act.

d. *Employment:* Employment shall be defined as 50% time or greater over a minimum of seven academic years under the jurisdiction of Illinois senior public university governing boards (as defined above) in a capacity that is eligible for participation in the State Universities Retirement System (SURS). Eligibility for participation with SURS includes employees with appointments (excluding extra-help, graduate assistants and student workers) of 4 months or greater. Employees who complete a 9-month appointment comprising a full academic year for purposes

of benefits eligibility shall receive the full-year service credit so long as this appointment was made on a 50% or greater basis.

e. *Child*: Subject to the eligibility provisions of 110 Illinois Compiled Statute 520/8f, an eligible child include the natural, adoptive, or step child of the employee.

Appropriate documentation may be required by the Human Resources department of the employing campus.

Southern Illinois University Undergraduate Tuition Waiver

In addition to the Interinstitutional tuition waiver benefit listed above, a waiver will be extended to eligible children of a seven year employee of Southern Illinois University who has retired or who is on permanent layoff status, and to the natural or adopted children of a domestic partner, who is not an employee at Southern Illinois University at Carbondale. Subject to the requirements listed above, an eligible child will be entitled to a 50% waiver of the undergraduate tuition for the number of credit hours in which the student is enrolled at Southern Illinois University.

C) Tuition Waiver for Dependents of Deceased Employees

Surviving spouses and dependent children of deceased SIUC employees are eligible for tuition waivers exclusive of fees for a period not to exceed 8 semesters under the following conditions:

1. A “deceased university employee” is defined as one who, at the time of death, was in active pay status, in retirement status, or in disability status and who had served the university for at least 5 years in a full-time capacity;
2. Children must be natural-born or adopted children who were considered dependents of the deceased for federal income tax purposes, or foster children who were supported by and lived in the home of the deceased employee for at least 5 years and were considered dependents for federal income tax purposes;
3. Spouses and children are not eligible for tuition waivers if they are employed by the university in any capacity other than as student employees or are receiving aid under a program that provides tuition reimbursement;
4. Children shall not be eligible for participation if they have passed the age of 22 at the time of the death of the employee unless they are enrolled in the university at time of death. Eligibility of dependent children shall terminate at age 28.

3.10 Domestic Partner Benefits

In addition to the foregoing, eligible employees may apply for benefits offered by Southern Illinois University Carbondale under the Domestic Partner Policy.

ARTICLE 4 – HOURS OF WORK AND OVERTIME

4.1 For employees in the Stationary Engineer (Steam & Power Plant III), Stationary Fireman (Steam & Power Plant II) and Stationary Fireman Helper (Steam & Power Plant I) assigned to an eight-hour day shift; Power Plant Instrument Technician (Instrument Technician) and Central Systems Control Operator classifications:

- (a) Eight consecutive hours shall constitute a day's work. Employees shall work a forty hour weekly schedule. A shift shall count in the work week in which it begins.
- (b) Eight-hour day shifts in the Power Plant itself shall be from 7:00 a.m. to 3:00 p.m. The work week shall begin at 12:00 a.m. Saturday night and end at 12:00 a.m. the following Saturday night.
- (c) Shifts in Central Control shall be from 7:30 a.m. to 3:30 p.m., 3:30 p.m. to 11:30 p.m., and 11:30 p.m. to 7:30 a.m. The work week shall begin at 11:30 p.m. Saturday night and end at 11:30 p.m. the following Saturday night.
- (d) The regularly assigned forty hour work week shall be compensated at the straight time rate of pay. All other hours worked in excess of 40 hours per week shall be compensated at one and one half times the normal rate of pay, including any applicable shift differential, except that hours worked in excess of forty eight in a work week shall be compensated at double the normal rate of pay, including any applicable shift differential.
- (e) Regularly assigned work hours spent in approved paid leave status will count as hours worked for the purpose of determining when premium pay for overtime is due. No unit of time will be counted more than once for the purpose of determining when premium pay for overtime is due.

4.2 For employees in the Stationary Engineer (Steam & Power Plant III), Stationary Fireman (Steam & Power Plant II), and Stationary Fireman Helper (Steam & Power Plant I) classifications assigned to a rotating shift:

- (a) Employees shall work a 42 hour weekly schedule consisting of three 12-hour days and on 6-hour day. Shifts for these employees shall be from 7 p.m. to 7 a.m. and from 7 a.m. to 7 p.m. on the 12-hour days and from 7 p.m. to 1 a.m. or from 1 a.m. to 7 a.m. and from 7 a.m. to 1 p.m. or from 1 p.m. to 7 p.m. on the 6-hour days. The workweek shall begin at 7 p.m. Saturday night and end at 7 p.m. the following Saturday night. A night shift count in the work week in which it begins.
- (b) Shift assignments will be made by management, taking seniority, employee preference, and the skill and experience mix of employees on the shift into consideration. Management will meet with designated representatives(s) of the union and attempt to resolve any problem(s) related to shift assignment to the mutual satisfaction of both parties.
- (c) For absences and for vacation relief of Stationary Engineers (Steam & Power Plant III), the Fireman (Steam & Power Plant II) with the most seniority, when practical, shall be promoted to fill the vacancy and shall receive the Stationary Engineer (Steam & Power Plant III) rate of pay.

A Stationary Engineer (Steam & Power Plant III) may work at a Fireman's (Steam & Power Plant II's) job for emergency or vacation relief but shall receive no loss in pay. This will not be used to avoid payment of overtime.

(d) The first forty hours worked shall be compensated at the straight time rate of pay. All other hours worked in excess of 40 hours per week shall be compensated at one and one half times the normal rate of pay, including any applicable shift differential, except that hours worked in excess of forty-eight in a work week shall be compensated at double the normal rate of pay, including any applicable shift differential.

(e) Regularly assigned work hours spent in approved paid leave status will count as hours worked for the purpose of determining when premium pay for overtime is due. No unit of time will be counted more than once for the purpose of determining when premium pay for overtime is due.

4.3 For employees in the Swimming Pool Tender classification:

(a) Seven and one half hours, not including an unpaid lunch period, shall constitute a day's work. Employees shall work a thirty seven and one half hour weekly schedule. Shifts for Swimming Pool Tenders in the Student Recreation Center shall be at the discretion of the University. The work week shall begin at midnight Saturday night and end at midnight the following Saturday night. A shift shall count in the work week in which it begins.

(b) The regularly assigned thirty seven and one half hour work week shall be compensated at the straight time rate of pay. All other hours worked shall be compensated at one and one half times the normal rate of pay, including any applicable shift differential, except that hours worked in excess of forty-five in a work week shall be compensated at double the normal rate of pay, including any applicable shift differential.

(c) Regularly assigned work hours spent in approved paid leave status will count as hours worked for the purpose of determining when premium pay for overtime is due. No unit of time will be counted more than once for the purpose of determining when premium pay for overtime is due.

4.4 For employees in all classifications covered by this Agreement:

(a) Overtime work will be divided as equally as is practicable among the employees in each classification. Employees will not be laid off during regularly assigned working hours to equalize overtime.

(b) An employee called in to begin work before the start of his/her assigned shift shall receive a minimum of two hours pay; if the extra time worked exceeds two hours he/she shall receive four hours pay. An employee called back after the completion of his/her shift shall receive four hours of pay; if the time worked exceeds four hours, he/she shall receive pay for the actual time worked.

(c) In the event an employee's assigned work schedule is changed with less than 48 hours notice relative to the beginning of the shift from which he is to be changed, he/she shall receive one and

one half times the normal rate, including any applicable shift differential, for the first shift of the new schedule. Any reassignment of shift for vacation or sick relief shall be compensated at one and one half times the normal rate, including any applicable shift differential, for the first shift worked on the reassignment. If an employee is entitled to receive overtime pay for the first shift on his/her new schedule as provided in the foregoing, and is also entitled to the overtime rate for that shift for some other reason, then he/she shall be paid the overtime rate for time worked on the second shift of his/her new schedule, as compensation for the schedule change.

(d) Work schedules for the five positions in the Swimming Pool Tender classification and two positions in the Central Systems Control Panel Operator classification in existence on January 1, 1993 will remain the same unless changed by mutual consent of the employer and union. The schedule for any position added beyond those existing January 1, 1993 will be the prerogative of management. Employees in the Stationary Engineer (Steam & Power Plant III), Stationary Fireman (Steam & Power Plant II), and Stationary Fireman Helper (Steam & Power Plant I) classifications will work rotating shifts in accordance with the schedule provided in 4.4(e). Rotation will occur every four weeks.

ARTICLE 5 – SENIORITY

5.1 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.

5.2 A Stationary Engineer (Steam & Power Plant III) designated to be in charge during a shift on a given day will be the most senior Engineer regularly assigned to that shift on that day. Exceptions to this rule may be made by mutual agreement of the Employer and the Union.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 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 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.

Step 2. If the grievance is not satisfactorily resolved, the employee may submit the grievance in writing to his/her 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 office of Labor and Employee Relations. This must be done within five (5) working days after the receipt of the decision in Step 2. Labor and Employee Relations shall arrange a meeting with both the employee and his/her representative, and with the administrative officers 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 American Arbitration Association or an arbitrator from the Illinois Educational Labor 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.

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

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

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

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

6.6 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.

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

6.8 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 departmental file.

ARTICLE 7 – 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 plants and equipment in proper working order.

ARTICLE 8 – LIFE OF THE AGREEMENT

This Agreement shall remain in full force and effect through June 30, 2020. 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. The Agreement may be reopened by mutual agreement of both parties at any time.

ARTICLE 9 – CONTINUITY OF OPERATION

9.1 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 University during the period of this Agreement. Should any employee or employees be found guilty of participation in any violation of this Article, the University may take such disciplinary action (including discharges) as in its judgment is proper.

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

9.3 In the event of the occurrence of any unauthorized action in violation of the above paragraphs, the Union agrees to inform the employees immediately that such action is not authorized and to hand promptly to the University 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 10 – MISCELLANEOUS

10.1 In the event that any additions are made in the future to the Boiler House, including power, environmental control, or other facilities, it will immediately upon completion, be operated and maintained by the Operating Engineers. This will not preclude the use of experimental projects, or other research by the University.

10.2 The parties agree to staff the Power Plant with three (3) Steam and Power Plant IIIs per shift. The parties further agree that the University may staff the Power Plant with two (2) Steam and Power Plant IIIs in instances of sick call-ins, emergency and bereavement leave, holiday and administrative closure and vacation days. However, the parties further agree not to staff a night shift with only two (2) Steam and Power Plant IIIs longer than three (3) consecutive night shifts in the event of instances referenced prior. The Power Plant will be staffed with three (3) Steam and Power Plant IIIs Monday through Friday 7AM-7PM excluding holiday and administrative closure if a vacancy should occur.

10.3 It is understood that the twelve hour work schedule as provided in this contract may result in issues regarding benefits and terms and conditions of employment which were neither anticipated nor discussed during negotiations. The parties agree to meet and attempt to resolve such issues on a timely basis and to the mutual satisfaction of both parties.

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:

To determine the methods and means, including number and type of personnel;

To plan, direct, and control the work of employees, including the assignment of overtime;

To suspend, demote, discharge, or take other disciplinary action against employees for just cause;

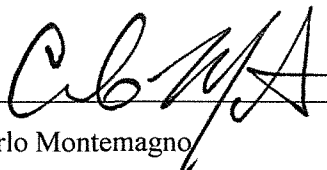
To lay off employees for lack of work or funds or for other legitimate reasons;

To furlough employees in times of budgetary uncertainty;

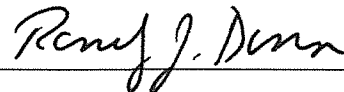
To introduce new or improved methods, equipment, and facilities, and

To contract for goods and services.

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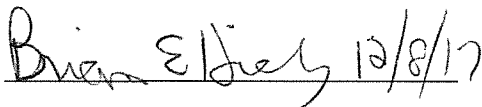
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Date
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Chancellor, Southern Illinois University
Carbondale


 12/21/17

Date
Randy Dunn
President

**INTERNATIONAL UNION OF
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President/Business Manager

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Date
Adelmo Marchiori III
Business Representative