

RECEIVED

AUG 03 2018

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

AND

THE ILLINOIS NURSES ASSOCIATION

DURATION: JUNE 1, 2018 THROUGH MAY 31, 2021

APPROVED
AS TO
LEGAL FORM



TABLE OF CONTENTS

PREAMBLE 2

ARTICLE 1 RECOGNITION..... 2

ARTICLE 2 MANAGEMENT RIGHTS..... 3

ARTICLE 3 NON-DISCRIMINATION..... 4

ARTICLE 4 WAGE RATES..... 4

ARTICLE 5 BENEFITS IN ADDITION TO WAGES..... 5

ARTICLE 6 WORKING CONDITIONS..... 7

ARTICLE 7 ASSOCIATION RIGHTS..... 8

ARTICLE 8 GRIEVANCE PROCEDURE..... 13

ARTICLE 9 SAFETY AND HEALTH COMPLIANCE..... 15

ARTICLE 10 NO STRIKE/NO LOCK OUT..... 15

ARTICLE 11 DISCIPLINE..... 15

ARTICLE 12 DURATION..... 16

COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Southern Illinois University at Carbondale (hereinafter referred to as the Employer), and the Illinois Nurses Association (hereinafter referred to as the Union).

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 is authorized by the statute establishing the State Universities Civil Service System of Illinois and by Public Act 83-1014, The Illinois Educational Labor Relations Act (115 ILCS 5). In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific Article, section or portion thereof specified in the agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 1 - RECOGNITION

Section 1. Exclusive Representation

The Employer recognizes the Illinois Nurses Association as the sole collective bargaining agent for non-academic employees who are performing work on the Carbondale campus and under the classifications of All Registered Nurses and Licensed Practical Nurses employed at the Student Health Center of Southern Illinois University including Staff Nurse I and Staff Nurse II, Psychiatric and Mental Health Nurse, and Licensed Practical Nurse II.

Section 2. Job Duties

Specifications of duties prescribed for these classifications shall be those set forth in the Class Specifications and Compensation Plan of the State University Civil Service System.

Section 3. Notification

The Employer will notify all new personnel hired to work in the classes covered by this Agreement that the Association is the authorized negotiating representative for those classes. All bargaining unit employees shall receive a copy of the Agreement. The Association will provide each employee with the negotiated portion of the Agreement, and the Employer will continue to post all Policy and Rules of Southern Illinois University Carbondale and State Universities Civil Service System Rules on its Human Resources website, located at <https://hr.siu.edu/> and <https://www.sucss.illinois.gov/>

Section 4. Limitations

- (A) This Agreement is subject to:
- (1) applicable Federal and State Laws as they may be amended from time to time;
 - (2) rules and regulations of State Universities Civil Service System as they may be amended from time to time;
 - (3) rules and regulations of State Universities Retirement System as they may be amended from time to time;
 - (4) the Statutes and Rules promulgated by The Board of Trustees of the Southern Illinois University as they exist on the effective date of this Agreement;
 - (5) provisions of Policy and Rules as they exist on the effective date of this Agreement; each of which is incorporated herein by reference.

A copy of any Amendment under (2), (3), (4), and (5) as stated above shall be sent to the Association as soon as the Employer receives notice thereof.

- (B) In the event of conflict among any of the foregoing and any provisions of this Agreement, the former shall prevail, except where a deviation from the same is set out in express terms herein.
- (C) This Agreement and this Agreement represents the complete agreement between the Parties hereto, and any amendments hereto must be reduced to writing and signed by the proper official(s) of each party.

ARTICLE 2 - MANAGEMENT RIGHTS

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, layoff or furlough, assign, direct, and evaluate staff; 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; determine appropriate reductions in force (This does not relieve management from the requirement to bargain the impact of any such reductions); maintain the efficiency of 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 or financial exigency.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. 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 term or condition of employment for reasons of race, religion, color, national origin, ancestry, sex, sexual orientation, including gender identity, age, marital status, physical or mental disability, veteran's or military status, or political affiliation. The parties agree that if a claim of discrimination shall arise the affected party shall not grieve the claim, but file any claim with the appropriate state or federal agency.

Section 2. Americans with Disabilities Act

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

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

The parties agree that if a claim of discrimination shall arise the affected party shall not grieve the claim, but file the claim with the appropriate state or federal agency.

Section 3. Gender Clause

The use of the masculine pronoun in this document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 4 - WAGE RATES

Effective June 1, 2018, employees covered under this Agreement will receive a .45¢ an hour general wage increase.

Effective June 1, 2019, employees covered under this Agreement will receive a .50¢ an hour general wage increase.

Effective June 1, 2020, employees covered under this Agreement will receive an .85¢ an hour general wage increase.

Whereas, effective June 1, 2019, any employee within the bargaining unit with 5 years of service or less shall receive a 1% general increase to their base rate of pay. Any employee within the bargaining unit with more than 5 years of service but less than 15 years shall receive a 1.5% general increase to their base rate of pay. Any employee within the bargaining unit with 15 years of service or more shall receive a 2.0% increase to their base rate of pay.

ARTICLE 5 - BENEFITS IN ADDITION TO WAGES

All benefits and privileges for employees covered by this Agreement shall remain the same as those provided other Civil Service employees of the University as described in the Employees Handbook: (<https://policies.siu.edu/employees-handbook/>)

Section 1. Insurance

During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to unit employees required for participation in the plan administered by the Department of Central Management Services. <https://www2.illinois.gov/cms/benefits/StateEmployee/Pages/default.aspx>

Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendations.

Section 2. Holidays

- (A) The Employer recognizes the following as holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five days designated by the Chancellor of the University prior to the beginning of the fiscal year. In those years when Veterans Day falls on Monday through Friday, the University will observe the holiday and may utilize one of the five Chancellor designated days. https://hr.siu.edu/_common/documents/faculty-staff/holiday2018.pdf
- (B) Employees covered by this Agreement will be compensated for the holidays cited in (A) at their regular rates of pay.
- (C) An employee required to work on a holiday cited in (A) will be compensated one and one-half times the regular rate of pay, 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 workday preceding the holiday and the first scheduled workday following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

Section 3. Vacation

- (A) Employees covered by this Agreement will earn vacation in accordance with University policy. <https://policies.siu.edu/personnel-policies/chapter6/leavecs.php#vacation>
- (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.

Section 4. Sick Leave

- (A) Employees covered by this Agreement will earn paid sick leave in accordance with University policy. <https://policies.siu.edu/personnel-policies/chapter6/leavecs.php#sick> 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 in accordance with the Illinois Sick Leave Act (820 ILCS 191) and University policy.
- (C) Employees who misuse sick leave shall be subjected to progressive discipline, as per University disciplinary guidelines and policy. An employee's supervisor or the Office of 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) In addition to the regular sick leave governed by (A) through (D) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) pursuant to University policy.
- (F) The Employer reserves the right to require an employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 5. Bereavement Leave

Upon request, an eligible employee shall be granted, without loss of pay, bereavement leave pursuant to University policy.

<https://policies.siu.edu/personnel-policies/chapter6/leaveall.php#bereavement>

Section 6. Jury Duty

Employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal will be granted a leave with pay in conjunction with University policy. Employees required to appear in court as a party to any civil or criminal proceeding do not qualify for jury duty leave. <https://policies.siu.edu/personnel-policies/chapter6/leaveall.php#jury>

Section 7. Military Leave

The University will follow all state and federal laws relating to military leave.

Section 8. Tuition Waiver

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

Section 9. Paid Administrative Closure

In the event the Employer declares a total paid closure of the University campus under its Administrative Closure Procedure, employees of the bargaining unit will be compensated their normal rate of pay for any closure that took place during their regularly scheduled work shift.

ARTICLE 6 - WORKING CONDITIONS

Section 1. Overtime

It is agreed that employees in the above-mentioned classifications that perform any work in excess of seven and one half (7.5) hours in one calendar day, or in excess of 37.5 hours in one calendar week, shall be compensated at the rate of one and one-half (1 1/2) times the regular compensation for such excess hours.

Section 2. Selection of Vacation Times

The choice of vacation times will be given to employees in the order of their seniority insofar as doing so will not interfere with operations and subject to the provisions in Article 5, Section 3.

Section 3. Distribution of Overtime

All overtime must be pre-approved before working. Anyone submitting overtime compensation that is not pre-approved will be subject to discipline.

For the purpose of providing labor for all necessary and planned overtime work, the following plan will be followed:

The name of each employee who wishes to be considered available for overtime work shall be placed upon a list arranged by seniority, the first name for the greatest amount of seniority, and second, the next greatest, and so on. When such work becomes available, it shall be offered to the first name on the list and each succeeding name available for work, until the overtime assignment is made, insofar as practical. When an employee receives a work assignment or declines to work because of personal convenience when such an overtime assignment is offered, his name shall be dropped to the bottom of the list.

Section 4. Layoff and Furlough

Shall layoff, unpaid administrative closure, or furlough of members of the bargaining become necessary, the employer shall give thirty (30) days notice to the union and the employee.

ARTICLE 7 - ASSOCIATION RIGHTS

The Employer recognizes the interests of the Association and the obligation of the Employer to bargain collectively with the Association with regard to the Illinois Educational Labor Relations Act.

Section 1. Protected Activity

Each employee may make his/her personal decision with respect to Association, or other employee organization membership, without intimidation or coercion. There will be no discrimination against any employee because of Association membership or because the employee is acting as representative of Association or its members, or other nonacademic employees pursuant to the provisions of this Agreement or of Policy and Rules.

Section 2. Sharing of Information

The Employer will supply the Association with the following information delivered by common carrier:

- (A) During each March and October, the "rank class" list of bargaining unit members showing name, current classification and FTE %.
- (B) Once each fiscal year quarter, a notification of all new hires and all terminations.
- (C) A standard seniority list of all bargaining unit members and a bargaining unit seniority

list in March and October each year, or upon request of the Association, when layoffs/displacements are contemplated.

Section 3. Seniority

- (A) After completion of the probationary period, the status employee's seniority shall date from the beginning of the probationary period. Seniority is accumulated on the basis of hours in pay status. Seniority once earned in a classification is retained during any period of continuous employment. Seniority may be accumulated in certain types of non-pay status under specified conditions as provided for in Section 250.120 (f) and (g) of the State Universities Civil Service System Statute and Rules.
- (B) The Employer will maintain a public and current seniority list which includes the names of all status employees in each class in order of their seniority. The Employer will provide copies of rosters to the Association by class and lesser units, if any, as provided herein. On a semi-annual basis, the Employer will provide to each employee.
- (C) An employee continues to accrue seniority during layoff not to exceed thirty (30) workdays.
- (D) At the time of separation, seniority shall be accrued only through the period of actual service to the Employer. Payment for earned vacation time shall not be included in the seniority computation.
- (E) If a retired employee is reemployed within sixty (60) days of retirement, seniority earned up to the effective date of retirement shall be restored.
- (F) Bargaining unit seniority is defined as the accumulation of all hours in pay status, exclusive of overtime, for the bargaining unit members.

Section 4. Clothing and Equipment Allowance

Employees covered by this Agreement shall be expected to wear uniforms while on duty, the type and color of uniforms will be that prescribed by the Director of Student Health Services. It is further agreed the uniforms will be furnished to and laundered by the employees in accordance with rules established by the appropriate administrative officer. The Parties agree that uniforms shall be clean, free from rips and tears, and be maintained to present a professional look. Employees covered by this agreement shall receive a clothing and equipment allowance of one-hundred fifty dollars (\$150.00) to be paid in July of each year, and one-hundred fifty dollars (\$150.00) in January of each year to begin in Fiscal Year 2019.

Section 5. Temporary Upgrade

A status employee who is given a formally designated assignment to temporarily perform the major duties of a civil service position with a higher classification shall receive upgrade pay for each half day that she or he performs the major duties of the higher pay classification. The employee will receive the base rate of pay for the higher classification or a 10% increase above the employee's current rate of pay, whichever is greater (pay does not apply for holidays and vacation and sick leave).

It is understood that the Rules of the State Universities Civil Service System limit any temporary downgrade or upgrade to not more than thirty (30) consecutive work days. It is also understood that an employee must establish eligibility to be upgraded according to the Civil Service Rules before the employee will be so upgraded.

Section 6. CMEs

The parties agree that continuing education is important. Accordingly, the University will provide to members of the bargaining unit three (3) paid days per fiscal year, that nurses are required to file with the State of Illinois, for the purpose of allowing nurses to acquire CMEs.

Section 7. Scope of Practice

The parties acknowledge that the Registered Nurse (RN) and Licensed Practical Nurse (LPN) titles are critical to providing patient care. Accordingly, the parties agree to not work nurses in the RN and LPN titles outside their scope of practice as defined by the Illinois Department of Professional Regulation having authority pursuant to the Nurse Practice Act found at 225 ILCS 65.

Section 8. Dues Deduction and Fair Share

Dues Deduction

Upon receipt of a written and signed authorization card of an employee, the Employer shall deduct the amount of Association dues and initiation fee, if any, set forth in such card and any authorized increase therein, and shall remit such deductions bimonthly (twice each month) to the Association at the address designated by the Association in accordance with the laws of the State of Illinois. The Association shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Fair Share

Pursuant to 115 ILCS 5/11, the parties agree that as of the date of the signing hereof if a majority of the members of the bargaining unit recognized hereby have voluntarily authorized a deduction or if the Association otherwise demonstrates and verifies to the Employer's satisfaction in a manner acceptable to the Employer that such majority of the members of said unit are dues paying members of the Association at the time, non-Association members employed in the unit, who choose not to become members within thirty (30) calendar days of employment or thirty (30) days of the signing hereof shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by the Association with thirty (30) days written notice to the Employer or by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Association along with the deductions.

The Employer and the Association are both cognizant of the provisions of the Illinois Education Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules as may be amended from time to time are incorporated in this Agreement by reference and the Employer and the Association agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by this Section hereof on account of bona fide religious tenets or teaching of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the employee so refusing and the Association. For this purpose, the Association shall certify to the Employer the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Association to verify that the contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction. The employee shall, on a monthly basis, furnish satisfactory evidence to the Association that such payment has been made.

The Association shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives, in complying with or carrying out the provisions of this Section or in reliance on any notice, letter, or authorization forwarded to the Employer by the Association pursuant to this Section; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction; provided however, the Association shall not be obligated to indemnify the Employer to the extent that any damages occur as a result of the Employer's negligence. The Employer shall immediately inform the Association of any appeals or legal actions regarding this Section.

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

In the event that all or any part of the I.E.L.R.B. Rules referred to in Section 3 of this Section lapse or become inoperative for any reason, then the parties agree that said Rule or Rules will become inoperative in this contract and the parties shall then commence to negotiate substitute appropriate Fair Share provision(s) to this Section. Unless otherwise prohibited by law, the Employer shall continue Fair Share payroll deductions during the negotiation process.

Section 9. Association Activity

- (A) The Association and its members will not solicit membership or carry on representational activity with employees of Employer during work hours; provided, however, that an employee of Employer designated by Association to handle such matters may, with permission of his/her supervisor, leave his/her assigned work to investigate a grievance arising within this negotiation unit and to present matters as authorized in Policy and Rules.
- (B) During an employee's first thirty (30) calendar days of employment as a status employee, an Association Representative/Steward may schedule a thirty (30) minute union orientation meeting during lunchtime.

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

- (C) Upon approval by Employer, the Association may have notices and bulletins posted upon bulletin boards at nursing stations signed by an officer of the Association. Notices and bulletins permitted to be posted are:
 - 1. Notices of Association meetings,
 - 2. Notices of Association elections, and
 - 3. Notices of Association appointments and results of Association elections, and any others which the Employer's Office of Labor and Employee Relations or its designee may approve from time to time. One copy of such notices, and/or bulletins, which the Association wishes to have posted, will be filed with the Employer's Office of Labor and Employee Relations.
- (D) The Employer shall permit Association representatives to visit Southern Illinois University Student Health Services' premises at all reasonable times to ascertain whether or not this Agreement is being observed and to assist in adjusting grievances. Such Association representatives shall advise the Employer's Labor and Employee Relations Officer of such visits before or at the time of entering said premises. The Association Representatives shall follow the established visitor policy for Student Health Services.
- (E) The Employer agrees to make meeting rooms available for Association members to meet during reasonable periods prior to and subsequent to negotiations to discuss matters relating to negotiations, provided reasonable notice is given and rooms are available.

Section 10. Labor Management Meetings

The Association and the University recognize that changes in the health care delivery system are occurring and recognize that the common goal of providing quality patient care is of the utmost priority. The parties also recognize that nurses should have meaningful input in decisions affecting delivery of patient care. Accordingly, a Labor Management Committee will be established. The mission of the committee is to cooperate on matters of mutual

interest and concern to create a more satisfying and productive workplace and to ultimately promote quality patient care. This will be achieved by investigating, examining, exploring and considering solutions on matters of mutual interest and concern relating to labor-management relations and any other issue agreed on by the parties.

The Labor Management Committee will meet at least every other month or more often by mutual agreement. The Labor Management Committee will develop procedures in advance in relation to notice of or exchange of agenda items, recording of and approval of minutes, maintenance of minutes, and other records relative to the Labor Management Committee.

Participants shall consist of: University Management selected by the University; Nurses covered by this Agreement to be selected by the INA; INA Staff Representative(s); University Representatives (not to exceed seven). By mutual agreement, either party may bring in non-participants who have information or resources which could assist in the resolution of agenda items.

Student Health Services and INA agree that the Labor Management Committee may be utilized to discuss, without limitation, changes affecting the system of delivery of patient care that may affect how nurses practice, the environment of practice (i.e., health and safety concerns), the interaction with assistive personnel, and the interface with other departments and disciplines.

Effective staffing is a matter of mutual interest and is an important consideration related to quality patient care and staff satisfaction. The Labor Management Committee will receive, at a minimum, quarterly reports for the unit's nursing care committee, and may communicate staffing issues to the nursing care committees for evaluation and resolution.

Matters that may require a memorandum of understanding, letter of agreement or similar agreement shall be discussed at Labor Management Committee with the appropriate parties present. The Labor Management Committee does not have the authority as a body to enter into such agreements. The Labor Management Committee shall maintain records of all existing memoranda of understanding, letters of agreement or similar agreements in the Labor Management Committee minutes.

ARTICLE 8 - GRIEVANCE PROCEDURE

A grievance is defined to be any dispute between the Employer and the Association 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 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 the Union shall first present any such matter to their direct supervisor. This step must be taken within ten (10) working days of the time that the

employee became aware of or should have become aware of the problem. The direct supervisor must render a decision and reasons for the decision within five (5) working days.

If the Step 1 grievance involves the supervisor, the grievance may be filed directly at Step 2.

- Step 2. If the grievance is not satisfactorily resolved, the employee and/or the Union may submit the grievance, in writing, to the Director of the Student Health Center. This must be done within five (5) working days after the receipt of the decision in Step 1. The Director or designee is to review the facts and render a decision and reasons for the decision, in writing, to the employee and the Union within five (5) working days after the receipt of the grievance.
- Step 3. If the grievance is not satisfactorily resolved at Step 2, the Union may submit the grievance, in writing, to the Director of Labor and Employee Relations or designee. 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 or designee shall arrange a meeting with both the employee and the Union, and with the administrative officers involved, to be held within five (5) working days after receipt of the grievance. The employee and the Union must be notified in writing of the decision and reasons for the decision within 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 Statutes and Rules of the State Universities Civil Service System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the dispute to the Director of the State Universities Civil Service 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 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 for the Step 3 answer, then the grievance shall be deemed withdrawn.

The arbitrator shall have no power to alter the terms of this Agreement.

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 Union 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 written consent of the Employer and the Union. For purposes of this Article, written correspondence includes electronic messaging (e-mail).

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

ARTICLE 9 - SAFETY AND HEALTH COMPLIANCE

The Board shall comply with applicable federal and/or state health and safety statutes. Employees covered by this Agreement shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

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

During the term of this Agreement, neither the Board nor its administrative agents will 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 operations immediately and make every other reasonable effort to end any violations.

ARTICLE 11 - DISCIPLINE

The employer will discipline an employee within the bargaining agreement only after it has determined it has cause. Discipline shall include an oral reprimand, written reprimand, suspension, and discharge. An employee on probation pursuant to the State University Civil Service Rules shall be considered an employee at-will. Moreover, discipline will be uniform and consistent, and the parties will seek to use the employer's Disciplinary Action Incident Report

(DAIR) form. Discipline shall be imposed as soon as reasonably allowable, and after the employer has had sufficient opportunity to conduct a reasonable investigation. Discipline shall be given in a way that does not embarrass an employee. The parties agree that performance improvement plans, and counseling, do not count as discipline. Pre-disciplinary meetings will be conducted in accordance with University policy.

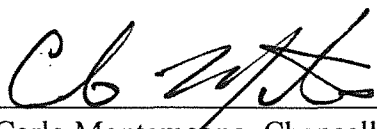
Letters of Warning and disciplinary suspensions, issued to employees covered herein, that are two (2) or more years old will not be used for the purpose of imposing penalties. However, Letters of Warning and disciplinary suspensions may be used to establish a disciplinary pattern in all discharge proceedings.

ARTICLE 12 – DURATION

This Collective Bargaining Agreement shall remain in full force and effect through May 31, 2021. It may be reopened upon mutual agreement. Either party may seek to begin negotiations for a successor agreement no earlier than one hundred twenty (120) days prior to the expiration date of the agreement. The party seeking to begin negotiations shall submit a demand to bargaining in writing.

FOR THE:
BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS
UNIVERSITY

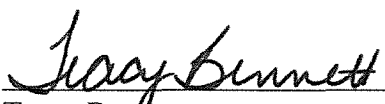
FOR THE:
Illinois Nurses Association




Carlo Montemagno, Chancellor Date
Southern Illinois University, Carbondale 7/25/18

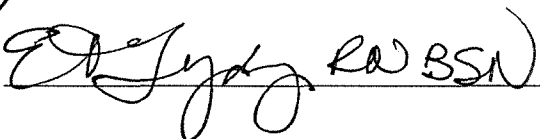


Rick Lezu, Staff Specialist Date
Illinois Nurses Association 7/23/18



Tracy Bennett Date
Labor and Employee Relations 7-23-18
Southern Illinois University, Carbondale





RECEIVED

AUG 03 2018

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD