

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**

**On Behalf Of**  
**LOCAL #316**

**July 1, 2018 through June 30, 2021**

APPROVED  
AS TO  
LEGAL FORM

GH

RECEIVED

APR 22 2019

ILLINOIS EDUCATIONAL LABOR  
RELATIONS BOARD • SPRINGFIELD

**TABLE OF CONTENTS**

	<b>ARTICLES OF AGREEMENT.....</b>	<b>1</b>
<b>ARTICLE I</b>	<b>RECOGNITION, RELATIONSHIP, LIMITATIONS AND NON-DISCRIMINATION..</b>	<b>1-3</b>
<b>ARTICLE II</b>	<b>CONTINUITY OF OPERATION.....</b>	<b>3</b>
<b>ARTICLE III</b>	<b>BENEFITS IN ADDITION TO WAGES.....</b>	<b>3</b>
<b>ARTICLE IV</b>	<b>MISCELLANEOUS .....</b>	<b>4-6</b>
<b>ARTICLE V</b>	<b>UNIFORMS .....</b>	<b>6</b>
<b>ARTICLE VI</b>	<b>LUNCH PERIODS .....</b>	<b>6</b>
<b>ARTICLE VII</b>	<b>APPLICATION OF SENIORITY RIGHTS .....</b>	<b>6-8</b>
<b>ARTICLE VIII</b>	<b>GENERAL PROVISIONS .....</b>	<b>8-9</b>
<b>ARTICLE IX</b>	<b>GRIEVANCES/DISCIPLINE.....</b>	<b>9-11</b>
<b>ARTICLE X</b>	<b>DUES DEDUCT .....</b>	<b>11</b>
<b>ARTICLE XI</b>	<b>COVERED CLASSIFICATIONS.....</b>	<b>11</b>
<b>ARTICLE XII</b>	<b>WAGE RATES .....</b>	<b>12-13</b>
<b>ARTICLE XIII</b>	<b>TERM OF AGREEMENT .....</b>	<b>13</b>
<b>ARTICLE XIV</b>	<b>COMPLETE AGREEMENT.....</b>	<b>13</b>
<b>APPENDIX I</b>	<b>STUDENT CENTER .....</b>	<b>15</b>
<b>APPENDIX II</b>	<b>FILTER CLEANING ASSIGNMENT.....</b>	<b>16</b>
<b>APPENDIX III</b>	<b>STUDENT RECREATION CENTER .....</b>	<b>17</b>
<b>APPENDIX IV</b>	<b>WEINGARTEN RIGHTS .....</b>	<b>18-20</b>

## **COLLECTIVE BARGAINING AGREEMENT**

The following policies are subscribed to by the Board of Trustees of Southern Illinois University, hereinafter referred to as the Employer, and Local #316 of the Service Employees' International Union (SEIU), hereinafter referred to as the Union, as an operations guide to govern the mutual obligations and benefits covered herein.

### **ARTICLE I- RECOGNITION, RELATIONSHIP, LIMITATIONS AND NON-DISCRIMINATION**

This agreement is subject to: 1) applicable Federal and State laws as they may be amended from time to time; 2) Statute and Rules of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the 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 Southern Illinois University; and 5) Public Act 83-1014, The Illinois Educational Labor Relations Act.

In the event any article, section or portion of this Agreement should be held invalid and unenforceable by any administrative agency or court of competent jurisdiction or by reason of any subsequently enacted legislation, such decision or legislation shall apply only to the specific article, section or portion thereof specified in the agency or court decision or subsequent legislation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 1. The Employer recognizes the Union as the sole collective bargaining agent for those nonacademic employees assigned to the Carbondale Campus and included in the classifications specifically named in Article XI of this Agreement, and such other classifications as may be added from time to time upon approval of both parties to this Agreement and as determined by the Illinois Educational Labor Relations Board.

SECTION 2. 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, 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; 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.

The Employer recognizes the interest of the Union in any changes which affect the working conditions of those represented by the union, and the need to keep the President or the Business Representative of the Union informed prior to such changes.

SECTION 3. A Union Steward or Officer, with the permission of his supervisor, may leave his assigned work without loss of pay to settle a grievance or to present the matter in accordance with the terms of this Agreement. A certified list of Stewards and Officers shall be presented to the Employer by the Union and changes therein shall be reported as they occur.

SECTION 4. Both the Union and the Employer join in the belief that the use of intimidation or coercion as a means of influencing any person for or against union membership is not desirable. If a dispute arises as to whether an employee was influenced through intimidation or coercion into joining, or refraining from joining the Union, or continuing his membership therein, such dispute shall be submitted for determination under the provisions of this Agreement referring to the processing of grievances.

SECTION 5. Nondiscrimination

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 preference, marital status, national origin, political affiliation, handicap disability, or veterans status.

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 and shall not apply to any other employee. The fact that any person is accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time.

SECTION 6. In case jurisdictional disputes arise between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the Unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been an agreement on the part of all Unions concerned and that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Unions in expediting in every way possible the matter of final decision. If the work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned, pending agreement. If, however, it is of a nature that stoppage of which would not cause serious inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

SECTION 7. The Board shall comply with applicable federal or state health and safety statutes. Employees covered by this contract shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

## **ARTICLE II - CONTINUITY OF OPERATION/MUTUAL RESPECT**

### SECTION 1. No Strike Clause

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 operation immediately and make every other reasonable effort to end any violations.

### SECTION 2. Mutual Respect

The Union and the Employer agree that all employees have a right to work in an environment free from harassment, and that all employees have the responsibility to treat coworkers, subordinates, and supervisors with respect. All University employees, including those covered by this agreement, are protected by, and are subject to, all applicable University policies and procedures designed to provide a harassment free work environment. The parties also acknowledge that if a situation of harassment arises, the affected employee shall be referred to the appropriate office or agency.

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

### SECTION 1. Fringe Benefits

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

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

### SECTION 2. Bereavement Leave

The parties agree to adhere to the University's policies on bereavement leave.

## ARTICLE IV - MISCELLANEOUS

SECTION 1. The Union and the Employer agree that sub-foreman supervision shall be used at all times in buildings where conditions and equipment warrant. Any building containing commercial air conditioning equipment, and buildings that are similarly equipped, shall be considered as sub-foreman buildings. For the purpose of this section, sub-foreman supervision shall be defined as those classifications no less than Building Service Sub-foreman as covered by this Agreement.

SECTION 2. It is further agreed by the Employer and the Union that the practice of having student workers performing janitorial duties alone and unsupervised is neither practical nor desirable. Adequate supervision by a Building Service Sub-foreman or equivalent classification will be present in the immediate area of the work being performed by students.

SECTION 3. If an employee is called back for duty after the close of his regular shift, this call back duty not being a continuance of his shift and, following immediately after the close of the shift, such employee shall be paid for a minimum of three and three-quarters (3 3/4) hours of work at overtime rate. The Employer will attempt to see that such overtime work as may be needed will be distributed equally among those available for work.

SECTION 4. For the purpose of providing, insofar as is possible, an equitable distribution of overtime work within departments among members of the custodial and building service worker staff, the following procedure will be followed:

- (a) The names of employees who wish to be considered for overtime work will be placed on lists in descending order of seniority.
- (b) When an overtime assignment is available, it shall be offered to the first person on the appropriate list, then the second, etc., until the assignment is accepted. (When an employee accepts an overtime assignment, or declines one because of personal convenience, he/she shall be charged with such assignment and his/her name will be dropped to the bottom of the list. An employee not available for an overtime assignment due to being in a leave status which encompasses the planned overtime work period shall be passed without need to contact him/her, but the employee's name shall remain in place on the list. An employee who cannot be contacted for an assignment shall be similarly passed and have his/her name remain in place on the list.)
- (c) In the event that an overtime assignment is not accepted by any employee on the applicable overtime list, the least senior employee on the applicable list shall be "drafted" and required to report to work to fill the overtime assignment. If "drafting" an employee will result in a violation of paragraph (e) below, then the employee with the next fewest hours of seniority on the applicable overtime list shall be "drafted".
- (d) In the event there is a need for a Building Service Sub-Foreman for an overtime assignment and there is no available employee to "draft" in accordance with paragraphs (c) and (f), the assignment will be offered to a Building Service Worker as a temporary upgrade overtime assignment following the steps in paragraphs (b) and (c) above.

- (e) Except in emergency situations, no employee shall work more than 16 consecutive hours in a 24-hour period.
- (f) Occasionally, an overtime situation develops at the S.I.U. Arena that requires specific knowledge of the custodial staff normally assigned to that facility. While custodial staff assigned to the Arena are in the overtime rotation for the Physical Plant, should the need arise to utilize one of these assigned employees out-of-turn on the rotation for a specific event held at the Arena, the employee will be called in for the overtime and then will be placed at the bottom of the overtime rotation.
- (g) Overtime lists will be posted and kept current as assignments are made. (They will be placed on bulletin boards where employees normally report for work in their respective departments.)
- (h) This section pertains to the distribution of overtime within departments (e.g., Physical Plant, Housing) only.
- (i) The Union and Employer agree that there are times a female employee is needed for restroom services at athletic events and other University sponsored events. Therefore, the parties agree that if a female is not currently assigned these duties as regularly scheduled, the Employer shall have the right to pass over males on the overtime list to reach the first available female. Males that are passed over will remain as listed until such time as they are called or offered overtime.
- (j) Accepting an overtime assignment of less than 3.75 hours in duration does not cause the employee's name to be dropped to the bottom of the overtime list.

SECTION 5. Opening of academic buildings for regular university business, Monday through Friday, between 5:00 a.m. and 8:00 a.m., will be assigned to classifications covered by this agreement. This responsibility will be primarily assigned to the Building Service Sub-Foreman. However, when the operational need arises to assign this work to a Building Service Worker, they will be paid a 10% differential for the time spent opening academic buildings.

The following statement of policy shall prevail in relation to the cleaning of any facility of the Employer: The cleaning of any facility of the Employer will be the responsibility of the classifications as covered by this Agreement.

SECTION 6. Bulletin Boards

The Employer shall provide a bulletin board in the custodial office for the Union.

SECTION 7. Modifications in Departmental Procedures

The parties agree that when there is any modification in departmental procedures, a memorandum explaining the modifications shall be provided to the President or Business Agent of the Union upon dissemination to the Union body.

SECTION 8. Employee Break Times

Employees who smoke may take their scheduled breaks within their personal vehicle, as long as the employee does not leave campus.

SECTION 9. Union Orientation

Newly hired employees covered by the bargaining unit, within five (5) working days of their start date, shall have up to one half hour union orientation to be taken on the employee's one-half hour lunch. The orientation shall be conducted by the Business Agent or a designee authorized by the Union. Scheduling and location of the orientation shall be at a time mutually agreeable by the employee, employing unit, and the union.

**ARTICLE V - UNIFORMS**

Employees in the classifications of Building Service Worker and Building Service Sub-Foreman as 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 Union and the administrative officer of the operating unit to which the individual position(s) are assigned. It is further agreed the uniforms will be furnished 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 allowance of two hundred fifteen dollars (\$215.00) to be paid in June of each year, and two hundred fifteen dollars (\$215.00) in December of each year.

**ARTICLE VI - LUNCH PERIODS**

In addition to the provisions relative to lunch periods in the SIUC Personnel Policies for Civil Service Employees, it is agreed that any shift for an employee starting at 2:00 p.m. or after and before 2:00 a.m. shall be eight (8) hours in length figured from the starting hour. An unpaid lunch period of thirty (30) minutes in length, at a time to be arranged with the supervisor, will be included within the eight (8) hour work shift.

**ARTICLE VII - APPLICATION OF SENIORITY RIGHTS**

SECTION 1. When a vacancy occurs or a new job is created within either the Building Service Worker or Building Service Sub-Foreman classification, the employee then working in that particular classification who bids for the position and who has the greatest seniority shall be given the assignment. After the posting and bidding are completed, the employee will be moved to the new position as soon as practical.

Notice of all vacancies or new jobs in these classifications shall be posted in the Human Resource Office and in each of the following locations for a period of four (4) working days.



Physical Plant	Building Service office
Student Center	Custodial office, by the employee's time clock
Arena	Custodial office
Housing	Mae Smith, Lentz Hall, Neely Hall, University Hall, Wall and Grand Apartments in respective custodial offices
CTC	Physical Plant office
Airport	Custodial office
Recreation Building	Custodial office
Student Health Center	Custodial office

SECTION 2. An employee who bids to a new position under the provisions of Section 1 shall have thirty (30) work days to qualify to perform the duties of the new position. If he/she does not qualify within that period, he/she will be returned to his/her old position, shift, and days off whenever and wherever practicable. In such cases, the job shall be re-bid. Management shall determine practicability. Employee shall be given same shift and days off if he so desires. In the event no employee within the classification makes application to fill the vacancy or new position within four (4) working days, the newest employee or the employee with the least seniority shall be assigned to that position within that department. Employees who exercise their right to bid shall be limited to four (4) successful external bids per calendar year, January 1 - December 31.

SECTION 3. It is hereby agreed that for the purpose of job bidding only, seniority shall be as follows: Any employee working in the classification of Janitor Sub-Foreman, as of July 1, 1967, who subsequently attains the position of Building Service Sub-Foreman, shall have seniority for job bidding as of the original date of his permanent appointment as Janitor Sub-Foreman.

SECTION 4. Any change in an employee's shift in excess of one hour, or in days off, shall be considered as disturbing that employee's position. Any employee whose position is so disturbed shall be entitled to select a different position as described by shift and days off, provided that there is a vacant position of that description, or that a less senior employee occupies a position of that description. In the last case, the disturbed employee will bump the least senior employee in the classification occupying a position having the selected shift and days off; the bumped employee may, in turn, select another position in accordance with his/her seniority, etc.

An employee who is to be disturbed or bumped will be given written notice at least four (4) working days prior to such change. The employee will then have four (4) working days from receipt of such notice in which to notify Human Resources of his/her selection of a different position, again as described by shift and days off. The same procedure will be followed for each succeeding bump until all are completed. If a disturbed or bumped employee fails to give proper notice within the time limit, he/she will be reassigned at the discretion of management.

SECTION 5. When an employee in the classifications of Building Service Worker or Sub-Foreman goes on sick leave or disability leave, the following procedure will be used: As soon as it is known that such absence will be for more than 30 consecutive workdays, and management has decided to fill the position, the position will be posted for bid. Such bid will, in all ways, comply with the terms of Section 4 of this Article.

Upon return from such leave, the employee shall be allowed to select the department, shift, and days off he/she desires, provided that there is a vacant position of that description, or that a less senior employee in the classification occupies a position of that description. In the last event, the returning employee will bump the least senior employee in the class occupying a position of the selected description; the bumped employee may then bump in accordance with his/her seniority as provided in Section 4.

SECTION 6. Should any posting, either for temporary or permanent position, not be made in one area, then the job will be re-bid.

SECTION 7. 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 January 1996. 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 re-negotiation between the parties of those of its provisions which are affected by such amendment.

### **ARTICLE VIII - GENERAL PROVISIONS**

#### SECTION 1. Overtime Compensation

Any employee working in excess of three hours past his/her regularly scheduled shift shall be allowed a thirty minute paid lunch break within that three hour period. For each ensuing three and three-quarter (3 3/4) hours of continuation work following such paid lunch break, an additional paid thirty minute lunch break shall be allowed.

All time worked by any employee over 7 1/2 hours a day or 37 1/2 hours in a week shall be paid at one and one-half (1 1/2) times the regular rate of pay, and all time worked by an employee over 45 hours in a work week shall be paid at the rate of two (2) times the employee's regular rate of pay.

There shall be no rescheduling that avoids payment of overtime and there shall be no pyramiding of overtime. When an employee reports for work as regularly scheduled, or for an overtime assignment, that employee shall be guaranteed a minimum of three and three-quarter (3 3/4) hours of work or equivalent pay.

Any employee covered by this Agreement who uses his/her sick leave, vacation leave, or funeral leave, shall be charged only those hours actually used.

(Sick Leave - hour)

(Vacation - hour)

(Funeral - day)

Any employee working on a temporary basis in a higher paying classification shall be paid the higher rate for time so worked. (Employee shall work one shift or more for above to be applicable.)

SECTION 2. Safety

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being unsafe because of a disabling condition, unless the disabling condition has been corrected.

SECTION 3. Break Times

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

SECTION 4. Vacation Requests

The Employer will grant vacations insofar as is possible in accordance with employees' requests/preferences. However, the approval of each vacation request will be at the discretion of the department head or his/her designee, and as operations permit. Requests for vacation should be made well in advance and all effort will be made to provide approval/denial of the request within 5 working days of the written request.

SECTION 5. Partial Day Off

The Union and Employer agree that, on occasion, staff may have need to arrive late or leave early from their assigned shift. Requests for such partial days off will not require the use of whole or half days. Time off may be approved in increments of time down to 1/10 of an hour.

**ARTICLE IX – GRIEVANCES/DISCIPLINE**

SECTION 1. Grievance Process

The parties agree that it is in their best interest to attempt to resolve issues at the lowest level possible. Therefore, the parties will endeavor to resolve issues, if possible, with the lowest supervisor, prior to filing a grievance.

- (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 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 Director of Labor and Employee Relations or his/her designee. This must be done within five (5) working days after the receipt of the decision in Step 2. The Labor and Employee Relations Office 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.

- (d) An employee has the right to representation at all steps of the grievance procedure.
- (e) If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.
- (f) A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.
- (g) No reprisal(s) shall be taken by the University against any employee because of his/her participation in a grievance.
- (h) When a grievant and/or his/her representative is required by Steps 1 through 3 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.

- (i) A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.
- (j) 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.

**SECTION 2. Removal of Discipline**

Upon written request by an employee, the Director of Labor and Employee Relations will review a level one or two written reprimand that has been in the employee's file for a period of at least thirty-six (36) months. At that time, the written reprimand shall be removed from the requesting employee's file at Human Resources, unless the employee has been the subject of any additional similar disciplinary actions. Such written requests for removal shall not be made more than 90 days prior to the thirty-six (36) month window of the written reprimand.

**ARTICLE X - DUES DEDUCT**

- (a) The Employer agrees to deduct from the pay of those employees individually requested, union membership dues, assessments and fees.
- (b) Any request made by the employee to revoke dues deductions must also be approved by the union prior to submission to Human Resources for processing.
- (c) 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 XI - COVERED CLASSIFICATIONS**

The Employer recognizes the Union as the collective bargaining agent for nonacademic employees in the following classifications who are assigned to the Carbondale Campus.

Building Service Sub-Foreman  
Building Service Worker  
Properties Technician  
Storekeeper I  
Messenger  
University Press Facility Specialist I

Assistant Tree Surgeon  
Laboratory Mechanic  
Senior Laboratory Mechanic  
Museum Preparator  
Home Economics Staff Asst.  
Instrument and Measurement Technician II

**ARTICLE XII - WAGE RATES**

The following base wage rates and shift differentials will be effective on July 1, 2018:

Classification	Base Rate	Shift Differentials		Special Crews
		2 <sup>nd</sup>	3 <sup>rd</sup>	
Building Service Sub-Foreman	\$23.90	\$0.25	\$0.50	\$0.25
Building Service Worker	\$21.93	\$0.25	\$0.50	\$0.25
Messenger	\$21.78	\$0.25	\$0.50	\$0.25
Senior Lab Mechanic	\$28.89	\$0.25	\$0.50	\$0.25
Laboratory Mechanic	\$25.12	\$0.25	\$0.50	\$0.25
Assistant Tree Surgeon	\$20.51	\$0.25	\$0.50	\$0.25
Storekeeper I	\$17.87	\$0.25	\$0.50	\$0.25
Museum Preparator	\$23.24	\$0.25	\$0.50	\$0.25
Properties Technician	\$23.24	\$0.25	\$0.50	\$0.25
Home Ec. Staff Asst.	\$17.53	\$0.25	\$0.50	\$0.25
University Press Specialist I	\$19.11	\$0.25	\$0.50	\$0.25
Instrument and Measurement Tech II	\$25.14	\$0.25	\$0.50	\$0.25

Effective July 1, 2019 - Employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the Employer for Civil Service Range employees on the Carbondale campus, excluding School of Medicine, for FY 2020.

Effective July 1, 2020 - Employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the Employer for Civil Service Range employees on the Carbondale campus, excluding School of Medicine, for FY 2021.

Shift differentials will be modified for 2<sup>nd</sup> and 3<sup>rd</sup> shifts as well as special crews, reflected above.

The second shift is defined as any shift which begins between 2 p.m. and 10 p.m. The third shift is defined as any shift that begins between 10 p.m. and 6 a.m.

Employees hired in the classification Building Service Worker will be paid according to the following scale:

Hire rate	71.6% of the base rate for the class
After completing probation	75% of the base rate for the class
After completing 1 year of service	80% of the base rate for the class
After completing 2 years of service	85% of the base rate for the class
After completing 3 years of service	90% of the base rate for the class
After completing 4 years of service	95% of the base rate for the class
After completing 5 years of service	100% of the base rate for the class

Years of service will be calendar years and will be based on the date in class in the Building Service Worker classification so long as seniority continues to be accrued in accordance with the rules of the State Universities Civil Service System. If accrual of seniority is interrupted by an extended absence of more than thirty calendar days, the award of future wage increases will be delayed by the number of days of that absence. Increases shall occur on the earliest payroll practicable following the completion of the appropriate years of service and will be retroactive to the applicable effective date.

### **ARTICLE XIII - TERM OF AGREEMENT**

**SECTION 1.** 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.

**SECTION 2.** This Agreement shall remain in full force and effect through the 30<sup>th</sup> day of June 2021.

**SECTION 3.** This Agreement will automatically be renewed, at its expiration, unless either party (Union or Employer), submits to the other, in writing, a request to reopen negotiations at least sixty (60) days prior to its expiration date.

**SECTION 4.** Negotiations upon proposed changes or amendments to the terms of this Agreement shall begin no later than thirty (30) days prior to the expiration date of this Agreement, and shall continue until an Agreement is reached or until this Agreement has been terminated as provided herein.

**SECTION 5.** 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 the mediation service of the Department of Labor, State of Illinois 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 XIV – COMPLETE AGREEMENT**

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

BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY

SERVICE EMPLOYEES INTERNATIONAL  
UNION LOCAL #316

*J. Kevin Dorsey* *4/10/19* *[Signature]* *3/29/19*  
J. Kevin Dorsey, Interim President, Date Anthony Fobs, Business Representative Date  
Southern Illinois University Local 316

*John M. Dunn* *4/2/19* *[Signature]* *3/29/19*  
John M. Dunn, Interim Chancellor Date Robert Oetjen, President Date  
Southern Illinois University Carbondale Local 316

*Tracy A. Bennett* *3-29-19*  
Tracy A. Bennett Date  
Labor and Employee Relations  
Southern Illinois University Carbondale



## APPENDIX I

### Student Center

It is agreed that anytime the Student Center is scheduled closed, the following procedure will apply relative to the opening and closing of the building for events.

1. For any single group of less than 200 people using the food service facilities, restroom facilities, water fountain, and access only, management may use its own discretion for the opening and closing of the building for that function.
2. For any group of 50 or more people using the facility for entertainment purposes, i.e., dances, shows, etc., the facility shall be opened and closed by a Building Service Sub-Foreman who shall remain on duty during the event, or until relieved by a regularly scheduled Building Service employee.
3. For any group of 100 or more using the facility for meetings, receptions, etc., the conditions of Section 2 of this Article shall apply.
4. Should more than one group, regardless of size, use the facility in any one twenty-four (24) hour period, then the conditions of Section 2 of this Article shall apply.

## APPENDIX II

### Filter Cleaning Assignment

SECTION 1. In recognition that, by past practice of some years, members of Local #316, Service Employees International Union, have serviced the air filtering units of the campus equipment, it is mutually agreed that a filter cleaning assignment differential of \$0.25 per hour shall be paid these employees, except foremen, who shall be assigned to these duties. This includes the regularly scheduled, dayshift, University Housing staff assigned to Evergreen Terrace.

SECTION 2. It is further agreed that this differential will be paid in place of the window washing crew differential.

SECTION 3. It is further agreed that any employee who is assigned to the filter cleaning crew will be paid the differential, provided that a window washing differential is not in effect concurrently.

## APPENDIX III

### Student Recreation Center

SECTION 1. In recognition that the Southern Illinois University Student Recreation Building on the campus of Southern Illinois University at Carbondale is uniquely different from the function, design, and intended use of other existing buildings on the Carbondale Campus, it is mutually agreed that sub-foreman supervision shall be used and that the building shall be considered as sub-foreman building. For the purpose of this section, sub-foreman supervision shall be defined as those classifications no less than Building Service Sub-Foreman.

SECTION 2. It is further agreed that this Appendix is applicable to the abovementioned building only and in no way negates the provisions of Article IV of the main body of this agreement in its application to all other facilities of the University on the Carbondale Campus.

SECTION 3. Occasionally, an overtime situation develops at the S.I.U. Recreation Building for the custodial staff due to illness, funeral leave, vacation leave, or holidays. Therefore, in accordance with the Agreement between the Board of Trustees and Local #316 of the Service Employees International Union, Article IV, Section 4, "for the purpose of providing, insofar as possible, an equitable distribution of necessary and planned overtime work to all members of the custodial staff...", the following plan will be followed at the S.I.U. Recreation Building:

- A. The name of each employee who wishes to be considered for overtime work shall be placed on a list arranged by seniority, with the first name having the greatest amount of seniority, the second name the next greatest seniority, etc., until all names are listed.
- B. When such work becomes available, it shall be offered to the first person on the list (who has the day off and would normally work that shift on which the vacancy occurs) and to each succeeding person (who has the day off and would normally work that shift on which the vacancy occurs). However, should all of those persons contacted (who have the day off and would normally work that shift on which the vacancy occurs) decline due to personal convenience, then the overtime work assignment shall be offered to the remaining persons on the seniority list until the overtime assignment is made. When an employee receives a work assignment, or declines to work because of personal convenience when such an overtime assignment is offered, his/her name shall be dropped to the bottom of the list.

## APPENDIX IV

### Weingarten Rights

Weingarten rights guarantee an employee the right to Union representation during an investigatory interview. These rights, established by the Supreme Court, in 1975 in the case of J. Weingarten, Inc., must be claimed by the employee. The supervisor has no obligation to inform an employee that s/he is entitled to Union representation.

What is an Investigatory Interview?

An investigatory interview is one in which a Supervisor questions an employee to obtain information which could be used as a basis for discipline or asks an employee to defend his/her conduct. If an employee has a reasonable belief that discipline or discharge may result from what s/he says, the employee has the right to request Union representation.

Examples of such an interview are:

The interview is part of the employer's disciplinary procedure or is a component of the employer's procedure for determining whether discipline will be imposed.

The purpose of the interview is to investigate an employee's performance where discipline, demotion or other adverse consequences to the employee's job status or working conditions are a possible result.

The purpose of the interview is to elicit facts from the employee to support disciplinary action that is probable or that is being considered, or to obtain admissions of misconduct or other evidence to support a disciplinary decision already made.

The employee is required to explain his/her conduct, or defend it during the interview, or is compelled to answer questions or give evidence.

It is an obligation of the Union to educate bargaining unit employees about their Weingarten rights BEFORE an occasion to use them arises. An employee must state to the employer that he/she wants a Union representative present; the employer has no obligation to ask: the employee if she/he wants a representative.

### Weingarten Rules

When an investigatory interview occurs, the following rules apply:

Rule 1 - The employee must make a clear request for Union representation before or during the interview. The employee can't be punished for making this request.

Rule 2 - After the employee makes the request, the supervisor has 3 options. S/he must either:

Grant the request and delay the interview until the Union representative arrives and has a chance to consult privately with the employee: or

Deny the request and end the interview immediately; or

Give the employee a choice of: 1) having the interview without representation, or 2) ending the interview.

Rule 3 - If the supervisor denies the request and continues to ask questions, this is an unfair labor practice and the employee has a right to refuse to answer. The employee cannot be disciplined for such refusal but is required to sit there until the supervisor terminates the interview. Leaving before this happens may constitute punishable insubordination.

### Union Representative's Rights Under Weingarten

You are not required to merely be 'silent witness'. You have the right to:

- be informed by the supervisor of the subject matter of the interview
- take the employee aside for a private conference before questioning begins
- speak during the interview
- request that the supervisor clarify a question so that what is being asked is understood
- give employee advice on how to answer a question
- provide additional information to the supervisor at the end of the questioning.

You do not have the right to tell the employee not to answer nor, obviously, to give false answers. An employee can be disciplined for refusing to answer questions.

A standard statement to suggest to members is:

"If this discussion could in any way lead to my being disciplined or discharged, request that my Union representative be present at the meeting. Without representation, I choose not to answer any questions."

The employer will be ordered to cease and desist and to post a notice. Discipline that is imposed for insisting on Weingarten rights will be overturned. Discipline will not be overturned if the discipline was for reasons other than insistence on Weingarten rights. Although information gained by the Employer from the employee in a meeting during which a breach of Weingarten rights occurred, may be excluded from a hearing on the matter.

An employee has NO right to the presence of a Union representative where:

The meeting is merely for the purpose of conveying work instructions, training, or communicating needed corrections in the employee's work techniques.

The employee is assured by the employer prior to the interview that no discipline or employment consequences can result from the interview.

The employer has reached a final decision to impose certain discipline on the employee prior to the interview, and the purpose of the interview is to inform the employee of the discipline or to impose it.

Any conversation or discussion about the previously determined discipline which is initiated by the employee and without employer encouragement or instigation after the employee is informed of the action.

Even in the above four (4) circumstances, the employee can still ask for representation. Most employers will permit a representative to attend even when not required to.