

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

AND THE

AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO
FOR AFSCME LOCAL 878

EFFECTIVE

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COLLECTIVE BARGAINING AGREEMENT

This is an agreement by and between Board of Trustees of Southern Illinois University, hereinafter referred to as the Employer, and the Southern Illinois University Employees' Union No. 878 and the AFSCME Illinois Council No. 31 by the Committee authorized to act in its behalf, hereinafter referred to as the Union.

ARTICLE I RECOGNITION AND MEMBERSHIP

The Employer recognizes the Union as the exclusive collective bargaining representative for the purposes of establishing wages, hours and other terms and conditions of employment for nonacademic employees of the University on the Carbondale Campus in the following Civil Service classifications:

Group A - Dining Employees

First Cook (Culinary Worker III)

Second Cook

Cook's Helper (Culinary Worker II)

Grill Cook (Culinary Worker II)

Dish Room Supervisor

Food Service Sanitation Laborer

Dining Room Supervisor

Attendant (Snack Bar) (Food Court/Snack Bar Attendant)

Kitchen Helper (Culinary Worker II)

Group B – Plant & Service Operations / Farms Employees

Garage Foreman

Automotive Technician

Automotive Technician Assistant

Automotive Technician Apprentice

Garage Attendant (Automotive Technician Assistant)

Farm Mechanic

Grounds Equipment Mechanic

Automotive Parts Manager

Transportation Clerk

Specifications of and duties prescribed for these classifications are those set forth in the Class Specifications Book of the State Universities Civil Service System of Illinois dated September, 1967, or as amended.

The Employer recognizes the integrity of the bargaining unit as indicated in Article I above, and will not take any action with the intent of eroding bargaining unit work. The Union recognizes the rights of the Employer as stated in Article IV of this Agreement.

The hiring of temporary or emergency employees to supplement bargaining unit employees' work on a temporary basis or provisional employees appointed in accordance with the State Universities Civil Service System Statute and Rules shall not be considered erosion of the bargaining unit. Subject to the provisions of this Agreement, the Employer will continue to endeavor to assign bargaining unit work to bargaining unit employees.

ARTICLE II JURISDICTION

In case of jurisdictional disputes arising 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 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 Union in expediting in every way possible the matter of final decision, including arbitration. 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 such a nature that stoppage would not cause serious inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

ARTICLE III NON-DISCRIMINATION

Section 3.1. Use of Masculine Pronoun

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

Section 3.2. 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 term or condition of employment for reasons of race, handicap, religion, color, sex, age, national origin, or political affiliation, in compliance with Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246, as amended, the Illinois Fair Employment Practices Act. The Employer agrees that there shall be no discrimination by him or his representative against

officers and members of AFSCME Local 878 engaged in the negotiation of agreements, the adjustment of grievances, or the performance of committee work with the Employer in the interest of the Union and its members. The Union agrees not to discriminate in any way against any persons who are now or may hereafter be employed or be restored to, or reinstated in, employment by the University.

Section 3.3. Americans with Disabilities Act

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 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.

**ARTICLE IV
EMPLOYER RIGHTS**

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 it is clearly, expressly, and specifically limited in this Agreement. Rights which the Employer may exercise include, but are not limited to, the following:

1. To determine its mission, organization, budget, method of operation, and standards of service;
2. To determine the methods and means, including number and type of personnel, needed to carry out its mission;
3. To plan, direct, and control the work of employees, including the assignment of overtime;
4. To hire and assign employees within the unit;
5. To suspend, discharge, or take other disciplinary action against an employee for just cause;
6. To lay off employees for lack of work or funds or other legitimate reasons;
7. To introduce new or improved methods, equipment, and facilities;

8. To contract out for goods and services other than those performed by bargaining unit employees;
9. To plan, prepare, issue and enforce rules and safety regulations necessary for a safe, orderly and efficient operation;
10. The University may adopt, change or modify work rules. Whenever the University changes work rules or issues new work rules, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date, in order that the Union may discuss said rules with the University before they become effective if the Union so requests.

The Employer recognizes the obligation to bargain collectively with the Union on all matters pertaining to wages, hours, and working conditions of the employees covered by this Agreement. The Employer agrees not to adopt or enforce any personnel policy or rule conflicting with any provision of this Agreement.

ARTICLE V UNION RIGHTS

Section 5.1. Stewards

The Employer agrees to recognize shop stewards, selected by the Union, as Union representatives in the departments of Southern Illinois University covered by this Agreement. The shop steward may represent employees of his department or area in grievances. The Union shall furnish Labor and Employee Relations, Culinary & Nutrition Services, and Student Center with a list of its officers and stewards and notify all offices of changes in these officers.

Section 5.2. Access to Premises

The University agrees that Union officers and staff representatives shall have reasonable access to University premises for the conduct of Union business. Such officers and representatives who are not University employees shall give notice on their arrival to the Labor and Employee Relations Office, which shall then notify the appropriate supervisors of their presence on campus. The Union agrees that such activities will not interfere with the operations of the University.

Section 5.3. Bulletin Boards

The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial nature on bulletin boards provided by the Employer in places easily accessible to the employees.

Section 5.4. Administration of Agreement

It is agreed that members and officers of the Union participating in collective bargaining negotiations, quarterly meetings, and grievance hearings with representatives of the Employer shall receive their regular pay while so occupied during their regular work shifts. It is further agreed that Union representatives will be allowed one (1) hour of paid work time in the

Employer's Culinary & Nutrition Services prior to the beginning of each the fall and spring semesters to meet with new employees for the purpose of orientation.

Section 5.5 New Hires

The union shall be allowed one (1) hour per month for the purpose of meeting with employees hired within that month. The meeting shall be scheduled at a time mutually agreeable to both parties.

**ARTICLE VI
UNION SECURITY**

Section 6.1. Indemnification

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 by the Employer for the purpose of complying with the provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished hereunder.

**ARTICLE VII
CHECKOFF**

Section 7.1. Deductions

The Employer agrees to deduct from the pay of those employees who individually request it any deduction as set forth in the Union Dues authorization card and/or all of the following;

- A. Union membership dues, assessments, or fees;
- B. Union sponsored benefit programs;
- C. P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties. Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. All such deductions for each applicable pay period requested by an individual employee will be consolidated into one amount expressed in dollars and cents. The aggregate deductions of all employees and a list of their names and addresses shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

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.

Section 7.2. Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 7.3. Availability of Cards

The union steward will meet with each new employee regarding the signing of a union card. The stewards will deliver the cards to the designated union official who is responsible for delivering them to Human Resources. Such cards will be supplied by the Union.

Section 7.4. Union Membership

The Employer agrees that neither it nor its representatives shall take any position which either favors or opposes Union membership as such; that this is a matter entirely of the employee's free choice and determination; and that furthermore, as to competing unions, the employee must be free to make his choice without any pressure or influence whatsoever by or on behalf of the Employer.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

Section 8.1. Grievances/General Procedure

A grievance is defined to be any dispute between the Employer and the Union or between the Employer and any employee(s) represented by the Union over (1) wages, hours, or other terms and conditions of employment, or (2) the administration or interpretation of this Agreement.

The provisions of ILCS 115 5/3 (b) relative to the presentation of grievances by individual employees shall be observed.

It is preferable that grievances be resolved informally at the levels 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 Union representative of his choice shall first present any such matter to the immediate supervisor (or appropriate designee). This step must be taken within ten (10) working days of the date that the employee became aware, or should have become aware, of the problem. The immediate supervisor (or appropriate designee) must render a decision and reasons for the decision within five (5) working days.

Step 2.

If the dispute is not satisfactorily resolved, the grievance may be submitted by the employee or the Union in writing to his head of department (i.e., Dean or Director). This must be done within five (5) working days after the receipt of the decision in Step 1. The department head is to review the facts and render a decision and reasons for the decision in writing to the employee within five (5) working days after the receipt of the grievance.

Step 3.

If the dispute is not satisfactorily resolved at Step 2, the grievance may be submitted in writing to the Director of Labor and Employee Relations. This must be done within five (5) working days after the receipt of the decision in Step 2. The Labor and Employee Relations Office shall arrange a meeting with both the employee and his 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 decisions within five (5) working days after the meeting.

Step 4a.

If the dispute 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. This step does not apply to the question of an employee's discharge, which is covered in Section 2.

Step 4b.

If the dispute 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 cost 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.

Disciplinary action against an employee short of discharge shall be subject to this Grievance Procedure beginning at Step 3 and, if unresolved at that step, may be pursued by the Union at Step 4b.

An employee has the right to representation at all steps of the Grievance Procedure.

Section 8.2. Grievances Concerning Employee Discharges

In the event the Employer desires the discharge of a status employee who has completed his probationary period, the following rules and procedures will be observed:

1. The Employer will notify the employee and Union in writing of the intent to initiate discharge proceedings.
2. If the employee wishes to contest said discharge, he will then have ten (10) working days in which to: (a) Inform the Employer, in writing that he wishes the procedure specified in the Rules of the State Universities Civil Service System, Ch. VI 250.110 (f) (1) through (16) to be followed; or (b) File a grievance at Step 3 of the procedure given in Section 1 of this Article.

3. If the employee chooses (b) above, and the matter is not satisfactorily resolved at Step 3, the Union may pursue the matter according to Step 4b of the Grievance Procedure as set forth in this Article.
4. Once the employee has made his election as provided in (2) above, the result of the chosen process will be final and binding on the Employer, the Union, and the employee.

Section 8.3. Time Limits

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

A time extension may be taken at any step of the Grievance Procedure by mutual consent of the Employer and the Union.

No reprisal shall be taken by the University against any employee because of his participation in a grievance.

When a grievant is required by the above procedure to attend a meeting during his regularly scheduled work assignment, such person shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time.

Section 8.4. Withdrawn Grievances

A grievance may be withdrawn at any level. Such withdrawal shall not constitute a determination of the merits of the grievance. In any case, the withdrawal of a grievance shall be without precedent or prejudice.

Section 8.5. Records of Grievances

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 (1) 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 8.6. Investigating and Processing Grievances

Union representatives or stewards shall be allowed reasonable time to attend official grievance meetings with management, investigate grievances, or attend a disciplinary meeting during scheduled working hours. The union representative or steward must obtain approval of the department head or designee. Such requests may be denied if the employee's absence substantially impacts operational needs of the unit/department. Such requests shall not be denied in an arbitrary or capricious manner. Management may inquire as to the nature of the meeting calling employees away from the work site.

ARTICLE IX DISCIPLINE

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

Section 9.1. Progressive Disciplinary Action

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

Section 9.2. Just Cause

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

Section 9.3. Timeliness of Disciplinary Action

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

Section 9.4. Manner of Discipline

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

Section 9.5. Pre-Suspension Meeting

Except in an emergency situation, prior to issuing a Notice of Disciplinary Suspension the Employer will notify the employee and the Union of the contemplated suspension and the reason(s) therefore. If the employee then so requests within two (2) workdays, a meeting will be held by the Office of Labor and Employee Relations including the employee, representative(s) of the Union, and the Management official(s) involved in the matter. The employee and his Union representative(s) will have opportunity to contest the contemplated action at such a meeting, and will be allowed a reasonable extension of time to gather relevant evidence beyond the meeting if that is appropriate, prior to the imposition of a suspension. If the employee does not wish Union representation, a Union representative will nevertheless be entitled to be present in a non-active role. Failure on the part of the employee and/or his Union representative(s) to agree with the Employer on a time and place for a pre-suspension meeting or to attend a scheduled meeting will not prevent the imposition of a suspension. If a suspension is imposed, it will begin no longer than thirty (30) working days after the pre-suspension meeting.

Section 9.6. Time of Meetings

Every effort will be made to schedule any pre-suspension meeting or any meeting pursuant to discharge proceedings during the employee's regular hours of work. If that is not possible, the meeting will be scheduled immediately prior to, or immediately following, the employee's regular work shift. The employee will receive wage payment at the appropriate rate for the time spent in such a meeting. This Section does not apply in the case of an employee who is not reporting for work as scheduled during the period in which the disciplinary action is considered.

Section 9.7. Limit on Modification of Disciplinary Action

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

Section 9.8. Investigatory Interview

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

If an employee is informed that he is being investigated for misconduct, he shall also be informed that the investigation is complete within a reasonable time of its completion.

Section 9.9. Union Representation

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

Section 9.10. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for the refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination to which the employee has voluntarily agreed. The representative may review the polygraph questions used in the examination but may not be present during the administration of the polygraph examination.

**ARTICLE X
HOURS OF WORK AND OVERTIME**

Section 10.1. Work Week

A. Group A Employees

The basic workweek for all Group A employees shall be thirty seven and one-half (37 1/2) hours and five (5) consecutive working days of seven and one-half (7 1/2) consecutive hours each, Sunday through Saturday. The seven and one-half (7 1/2) hours may be broken up by a lunch period of not less than one-half (1/2) hour and not more than one (1) hour, except by agreement between the Union and the Employer.

B. Group B Employees

The basic workweek for all Group B employees shall be forty (40) hours and five (5) consecutive working days of eight (8) consecutive hours each, Sunday through Saturday. The eight (8) hours may be broken up by a lunch period of not less than one-half (1/2) hour and not more than one (1) hour, except by agreement between the Union and the Employer.

Section 10.2. Work Schedules

Except in emergency situations, whenever work schedules are changed, the employee or employees shall be personally notified of such changes at least twenty-four (24) hours before such changes become effective.

Employees in Culinary & Nutrition Services units will remain on an hourly rate. All employees in the unit will be given an opportunity to work the maximum amount of hours each month.

In the situation of a "scheduled event" outside the normal employee work schedule, employees will be given an opportunity to bid on these assignments at least three weeks prior to the scheduled event. If employees do not voluntarily bid on the assignments, the employer will mandate the assignments, starting with the least senior to the most senior per classification. The mandate of work will be assigned by the utilization of a turn sheet. The turn sheet will have all employees listed by seniority per classification. Mandated employees will be notified one week advance.

In the situation of early recall opportunities from seasonal layoff, employees will be given an opportunity to bid these assignments prior to the end of the semester. If the employees have not voluntarily accepted the assignments, the employer will mandate the assignment by starting with the least senior to the most senior per classification.

Section 10.3. Rest Periods

All employees shall receive a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted near the middle of each four-hour shift whenever this is feasible. Under no circumstances can the rest period be used at the beginning or end of a workday.

Section 10.4. Attendance Required Outside Regular Schedule

When an employee covered by this Agreement is required by the Employer or his representative (i.e., supervisor) to attend meetings, conferences, training classes, or undergo physical examinations outside the employee's regularly scheduled working hours and in addition to a normal day's work, overtime at one and one-half (1 1/2) times the straight rate of pay shall be paid for all time so spent.

Section 10.5. Call Back

A. Group A Employees

Whenever an employee is called back to work after completing a regular day's work, he shall receive at least two (2) hours pay at the overtime rate. When an employee is called back on his scheduled day off, he shall receive a minimum of three and three-quarter (3 3/4) hours at the overtime rate of pay.

B. Group B Employees

Whenever an employee is called back to work after completing a regular day's work, or on his scheduled day off, he shall receive at least two (2) hours pay at the overtime rate.

Section 10.6. Replacements

The Employer shall begin to call in replacements no later than one-half (1/2) hour after the start of the affected shift and the called employee shall be paid from the time of the call when the employee reports to work within one (1) hour from the time of the call. If the called employee reports to work more than one (1) hour after the call, he will be paid only for the time actually worked.

Section 10.7. Overtime

It is understood that the Employer will pay time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours in a day and in excess of thirty seven and one-half (37 1/2) hours in one week (workweek) for employees in Group A. It is understood that the Employer will pay time and one-half for all hours worked in excess of eight (8) hours in a day and in excess of forty (40) hours in one week (workweek) for employees in Group B.

For employees in both Group A and Group B: It is further understood that double time will be paid the employee for the seventh (7th) consecutive day worked within his workweek. Authorized vacation time and jury duty time shall be counted as time worked for the calculation of overtime.

With the exception of relief positions/shifts, an employee's hours of work shall not be changed to avoid the payment of overtime. This in no way limits the University's rights as established in section 10.2 Work Schedules.

A. Culinary & Nutrition Services Employees

Section 10.7 For overtime, the following steps shall be used:

1. Overtime shall be offered to employees who are off duty--who work in the Unit in which the overtime occurs.
2. If no one is available for overtime from within the Unit, the overtime shall be offered campus wide (from turn sheet).
3. Overtime shall be offered to employees on duty or coming on duty who are willing to work a long day-- who work in the Unit in which the overtime occurs.
4. If no one is available for overtime from within the unit, the overtime may be offered as a long day campus wide.

If an employee declines overtime three consecutive times in a building during the course of a semester, their name will be removed from the overtime turn sheet for that building for the remainder of the semester.

B. Travel Service Employees

Overtime shall continue to be equalized per past practice.

Section 10.7c. Saturday/Sunday Work

It is agreed that all Group B classifications will receive the rate of time and one-half (1 1/2) for work performed on Saturday, and double time for Sunday.

Section 10.8. Administrative Closure

In the event the Employer declares a partial or total paid closure of the University campus under its Administrative Closure Procedure, the following conditions will apply to employees covered by this Agreement:

- A. Employees regularly scheduled to work but not required 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 (2 1/2) times their regular rates of pay for the hours worked.

Section 10.9. Overtime Records Provided to Union

The employer shall provide a copy of the overtime records for each classification, by department, to the Union on a monthly basis. This shall in no way negate the requirement of posting the overtime charts in the individual work areas.

**ARTICLE XI
TEMPORARY ASSIGNMENT**

Section 11.1. Appropriate Work Assignments

Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned to their classifications. Work assignments shall not in any way conflict with the regular duties performed by members of the trade and craft unions.

Section 11.2. Temporary Downgrades and Upgrades

If an employee is temporarily assigned to a position in a classification bearing a lower pay rate than that of his regular position, he will continue to receive the pay for his regular position. If an employee is temporarily assigned to a position in a classification bearing a higher pay rate than that of his regular position, he will be paid as if he had received a promotion to such higher classification. Such higher rate will be paid for the actual time worked in the higher classification except that:

- A. For employees in Group A only, any temporary upgrade will be for a minimum of one-half (1/2) day, any upgrade lasting more than one-half (1/2) day but less than a full day will be considered a full day.

- B. For employees in Group B only, any temporary upgrade will be for a minimum of one (1) hour.

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

Opportunities for temporary upgrades will be rotated among eligible employees assigned to the same shift as the vacant position within each Culinary & Nutrition Services cafeteria, beginning with the most senior such eligible employee at the start of each academic year and continuing, if such opportunities arise, in descending order of seniority. It is understood and agreed, due to the lengths of upgrade periods that the amounts of time employees are upgraded will probably not be equal nor will necessarily be in accordance with seniority.

A temporary downgrade or upgrade will in no way interfere with the Union's right to represent the employee.

Section 11.3 Return to Permanent Assignment

When an employee returns from a temporary assignment, he shall be allowed reasonable time to catch up, check and integrate the work of his regular assignment.

ARTICLE XII **SENIORITY**

Section 12.1. Seniority

The determination of seniority, in all cases under this Agreement, shall be the employee's original date of appointment as a status employee in accordance with the Statute and Rules of the State Universities Civil Service System, Chapter VI, Section 250.120 Seniority, Subsection a)1). Seniority lists for the classifications covered by this Agreement will be compiled annually by the University prior to the bidding provided for by Section 2 of this Article. A copy of each list will be furnished to the Union.

Section 12.2. Annual Bidding

- A. Travel Service Employees .
Travel Service employees shall bid annually each September for shift assignments. Bidding shall be in seniority order with the most senior bidding first then the next most senior and so on. All vacancies occurring after the annual bid shall be posted and filled in accordance with Article XIII of this Agreement.
- B. Culinary & Nutrition Services
Individual employee assignments to the separate CNS units, work shifts, and days off will be decided the first full week in December of each year for the following calendar year in accordance with the bids of employees in the order of their seniority in each classification.

Employees must be in approved pay status 10 consecutive workdays prior to the bid in order to be eligible to bid. Employees on leave of absence disability leave (or pending) or Workers' Compensation leave (or pending) at the time of bidding will be ineligible to bid at the annual unit assignment and schedule bidding. However, employees returning from leave after the completion of bidding shall be allowed to bid in accordance with Article XVI, Section 16.8 of this Agreement. In the bidding process, an employee's bid is irrevocable as soon as the next person in that classification has announced his bid. If a vacancy occurs after bidding is completed, seniority campus wide will be followed through the bid process in the filling of that vacancy. Subsequent vacancies created by the filling of the first vacancy will be filled by bid according to the relative seniority of the employees within only the affected unit.

The schedule based on the bids will be available prior to the beginning of January and shall remain in effect until the following January unless a change in workforce requirements necessitates re-bidding.

The available positions will be posted in November prior to the bid in December.

Unit Manager assignments, current as of the bid date, shall be indicated on the bid forms. This in no way limits the University's rights to re-assign its management personnel.

On or after July 1, 2022, the parties agree to commence meeting to discuss the possible waiver of bidding and work by classifications under this Agreement in campus satellite cash operations (i.e., The Gathering Place). Any agreement after such discussions shall be incorporated into a Memorandum of Understanding and incorporated into this Agreement.

ARTICLE XIII **VACANCIES**

Section 13.1. Definition.

A vacancy occurs when a new job is created, within a classification covered by this Agreement, or when an existing position is vacated and the Employer determines to replace the previous incumbent.

Section 13.2. Filling of Vacancies.

A. Vacancies

When a vacancy is filled within a particular classification, the employee then working in that classification that bids for the position and has the greatest seniority shall be given the assignment. After the posting and bidding process are completed, the employee shall be moved to the new position as soon as practical.

B. Posting of Vacancies

Within Department

Notices of all vacancies or new jobs in these classifications shall be posted in a mutually agreed upon area in each of the Group A facilities for a period of five (5) calendar days. Posting notices for vacancies which occur during the summer break shall be sent to all employees via U.S. Mail. Employees shall have ten (10) calendar days to respond to the employer of his desire to bid on a posted vacancy.

Across Campus

Upon completion of the five (5) calendar day posting, if no person from the department where the bid originated, has accepted the position, the vacancy posting shall be posted at the other campus locations in a mutually agreed upon area for a period of three (3) days.

All postings shall clearly identify the classification, shift, days off, and building/geographic location of the posted vacancy in addition to the required qualifications.

C. Order of Bidding

Posted vacancies shall be filled from within the bargaining unit in the following order:

1. Job Assignment, including shift, days off and building assignment, within the classification in which the vacancy occurs.
2. Recall from layoff.
3. Promotion or voluntary reduction.

Section 13.3. Return to Previous Classification

An employee promoted to a new position under the provisions of this Article shall serve a six-month probationary period. If he does not qualify or fails to meet the minimum standards of the new position within that period, he will return to his/her old position, shift, and days off.

**ARTICLE XIV
VACATION**

- A.** Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the following schedule:

Years Of Service	Rate Earned Per Hour of Pay-Status Service (Exclusive of Overtime) in % hour	Approximate Leave Days Earned in One Year by a Full-Time Employee
1	.0462	12
2	.0500	13
3	.0539	14
4	.0577	15
5	.0616	16
6	.0655	17
7	.0693	18
8	.0732	19
9	.0770	20
10	.0809	21
11	.0847	22
12	.0885	23
13	.0924	24
14	.0962	25
15	.1000	26
16	.1039	27
17+	.1077	28

An Employee shall not continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two (2) 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.

- B. 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.
- C. Each employee will be allowed up to three (3) days of accrued vacation on an emergency basis each fiscal year. Each request for such emergency vacation must be made to an appropriate supervisor prior to the beginning of the employee's work shift. It is understood that a specific request may be denied if operational needs will not allow the employee's absence.
- D. In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.
- E. It is agreed that when employees in the bargaining unit are placed on approved Workers' Compensation leave, the time spent on such leave will continue to count toward "years of service" for the purpose of calculating the appropriate vacation accrual rate as indicated in this Article of the collective bargaining agreement. Employees will not, however, continue to accrue vacation during the time spent on Workers' Compensation leave.

ARTICLE XV
HOLIDAYS

- A. The Employer recognizes the following as holidays:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Christmas Day
 - 5. New Year's Day
 - 6. Memorial Day
- B. Employees covered by this Agreement will be compensated for the holidays cited in A. at their regular rates of pay (defined as holiday pay).
- C. An employee required to work on a holiday cited in A. will be compensated one and one-half (1 1/2) times the regular rate of pay, in addition to the holiday pay provided in B.

- D. When one (1) of the six (6) holidays listed in A. falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one (1) of the six (6) holidays listed in A. falls on a Sunday, the Monday following it will be recognized as that holiday.
- E. An employee who normally works other than a Monday through Friday schedule and who consequently is not scheduled to work on a recognized holiday will receive, as operations permit, either (1) an additional day's pay at his regular rate as provided in B. above, or (2) the scheduled day nearest the recognized holiday as a substitute holiday.
- F. 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 Departmental Officer and Human Resources.

ARTICLE XVI
LEAVES

Section 16.1. General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

Section 16.2. 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 personal 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 (including step), parent, sibling (including step), 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 the Office of Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there are reasonable grounds to suspect 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 (1/2) 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 (20) workdays per 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 and 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 the 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.

Section 16.3. Bereavement Leave

Upon request, an employee covered by this agreement shall be granted, without loss of pay, bereavement leave of up to three workdays. Such leave may be used to attend the funeral or memorial service, for related travel and/or for bereavement time upon the death of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, domestic partner, child (including step), parent (including step), sibling (including step), grandparent, grandchild, and corresponding in-laws, and the immediate family of the domestic partner, as defined above. Household includes anyone maintaining a family relationship living in an employee's home. One workday shall be granted upon request, without loss of pay, due to the death of a relative outside the immediate family or household or to serve as a pallbearer at a funeral. For these purposes, a relative is defined as aunts, uncles, nieces, nephews, and cousins, and corresponding in-laws.

Section 16.4. Military Leave

A leave of absence with pay will be granted for the fulfillment of an employee's annual military obligation in any component of the armed forces of the United States. Compensation for such leave will be computed at the employee's normal rate of pay, not to exceed ten working days per fiscal year. When an employee is activated in any component of the armed forces of the United States because of civil disturbance, disaster, or other local emergency, the employee may be compensated for this duty in addition to the annual military obligation. The cumulative maximum of such leaves, described above, shall not exceed 20 working days per fiscal year.

A member of the National Guard (or other state military component) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined wage from the University and the military equal to, but not exceeding, the employee's straight time daily rate for workdays absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which instance the employee shall receive no compensation from the University. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with the preceding paragraph.

Employee compensation during leaves for specialized or advanced military training or during interruptions of university employment for active military service will be governed by applicable state and/or federal laws. Employees, after performing military service, are entitled to continued employment or reinstatement and to those other rights and benefits protected by state and/or federal law. Upon their return, employees will receive the same salaries they received when the leave became effective plus the average percentage increases made in their units during their absence.

Section 16.5. Leave for Union Office/Conferences

- A. The Employer shall grant requests for unpaid leaves of absence for employees for the purpose of service as AFSCME representatives or officers with the International, State, or Local organization of the Union for up to a maximum of two (2) years each, provided

adequate notice thereof is given to the Employer and the granting of such leave will not substantially interfere with the Employer's operations. Such leaves shall be in increments of no less than one (1) month. The number and length of such leaves may be increased or decreased by mutual agreement of the parties.

- B. Unpaid leaves of absence may be granted to a maximum of three (3) duly accredited officers or delegates of AFSCME Local 878 for the purpose of attending State and National conventions or conferences sponsored or called by the American Federation of State, County and Municipal Employees, or the Illinois State Employees' Council. Such leaves of absence are not to exceed twelve (12) working days in any one (1) calendar year.

Section 16.6. Attendance in Court

Any employee called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation, for such purposes. Day shift employees shall return to work if, after reasonable travel time from court to the University, one-half (1/2) or more of the workday remains.

Section 16.7. Treatment of Seniority

A certified employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article in accordance with the Statute and Rules of the State Universities Civil Service System.

Section 16.8. Employee Rights After Leave

For Employees in GROUP A:

An employee returning from approved leave shall be allowed to select the shift and days off he desires, provided that there is a vacant position of the description. If there is not a vacant position available, the returning employee must bump the least senior employee in his classification until the next annual bid.

For Employees in GROUP B:

When an employee returns from an approved leave, such re-bidding as is necessary will be carried out to maintain the principle that relative seniority will prevail in the selection of work shifts.

For Employees in GROUP A and B:

When an employee goes on unpaid sick leave, Workers' compensation, 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 days, that position will be posted for bid. Such bid will, in all ways, comply with the terms of this Article.

It is understood and agreed that the failure of an employee to give the Employer adequate notice of his return from leave may require the returning employee to work where assigned by Management until the foregoing procedure(s) can be carried out. Such delay shall not exceed fourteen (14) days from the date the Employer receives said notice of return.

Section 16.9. Failure to Return from Leave

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

Section 16.10. Family Medical Leave Act

In accordance with the Family Medical Leave Act of 1993 the employer shall grant family and medical leave to eligible employees.

To be eligible for family and medical leave benefits, an individual must have worked for SIU for at least 12 months or 1 academic year and have worked at least half-time during the preceding 12-month period. An eligible employee shall be entitled to leave only during the normal period of employment.

An employee is eligible for:

1. Up to twelve (12) weeks of leave;
2. Reinstatement to the same or an equivalent position;
3. Intermittent or reduced leave, if medically necessary;
4. Insurance continuation during the leave;
5. The ability to substitute certain paid leave for unpaid leave.

Specific policies and procedures for implementation are included by reference in the Civil Service Employee Handbook.

Section 16.11. 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 XVII
TUITION WAIVER**

A. Tuition Waivers for Employees

1. 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.

2. 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 summer semesters), full-time employees seeking to register for hours that exceed these limits must seek approval from the Graduate School.
3. 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*).
4. 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 courses 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

Inter-institutional 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:

1. **Employing Institution:** The university where the employee is actively employed at the time the partial tuition waiver is utilized.
2. **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.
3. **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.
4. **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.
5. **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 Inter-institutional 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.

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

**ARTICLE XVIII
UNIFORMS**

Section 18.1. Uniforms

Staff members employed in classifications covered by this Agreement shall be expected to wear uniforms while on duty. The type and color of uniforms will be prescribed by the administrative officer of the operating unit to which the individual position(s) are assigned. The type and color of uniforms shall not be changed during the term of this agreement.

For the duration of the 2020-2024 agreement, employees shall receive a non-precedential, boot/shoe/pant/laundry allowance as follows: \$200.00, payable on, or the next payroll after,

July 1, 2022 and \$200.00, payable on, or the next payroll after, July 1, 2023, each payment subject to any tax deductions to be borne by the employee.

For CNS Employees in GROUP A:

Employees will be provided 5 uniform Shirts in August of each year. Each newly hired employee will be provided 5 shirts and 5 pants when hired. Employees will receive 5 uniform pants in August, 2022 and receive 5 pants every 3 years thereafter (e.g., 5 pants in August, 2025). Hats will be provided. The employer may designate pant and shoe color but furnish only if a specific style or type is required. With the exception of specialty polos, no uniforms will be stored on University property. The parties agree on the cessation of laundry services following ratification and during the term of the 2020-2024 Agreement, with an agreement to having laundry service re-commence in a successor contract, unless otherwise mutually agreed to between the parties.

For Employees in GROUP B:

Full-time employees shall be provided with no less than five (5) complete uniforms upon employment. Uniforms shall thereafter be replaced by the employer, at no cost to the employee, when worn out or damaged in the line of duty. The parties agree on the cessation of laundry services following ratification and during the term of the 2020-2024 Agreement, with an agreement to having laundry service re-commence in a successor contract, unless otherwise mutually agreed to between the parties.

All uniform items provided by the employer, remain the property of the University and are to be used in accordance with Department work rules. Upon separation all uniforms must be returned by the employee before the final paycheck will be issued. If an employee fails to return uniform items, the employee may be charged for the item and the appropriate amount will be deducted from the employee's final paycheck.

**ARTICLE XIX
LAYOFF/RECALL**

Section 19.1. Application

Layoff shall be in accordance with the procedures set forth in this Article with the exception that they shall not apply to recesses in the academic year and/or summer, when all employees in the affected classifications are to be laid off and recalled.

Section 19.2. Notice of Layoff

All employees shall be given written notice at least thirty (30) calendar days prior to the effective date of a planned layoff. A copy of the notice shall be sent to the Union President. The Employer shall notify AFSCME Council 31 sixty (60) days prior to the intended effective date of a planned layoff. If requested by the Union, the Employer will meet with the Union forty-five (45) days prior to the planned layoff to negotiate the impact of the planned layoff.

Section 19.3. Layoff

In the event it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority. This section shall be implemented in accordance with State University Civil Service System Rules regarding Layoff (Rule 250.110c) and Seniority (Rule 250.120). However, should the University require extra help work within a classification in which employees are on layoff status, such extra help work shall be offered to those laid-off employees in descending seniority order. Such employees shall be compensated at the regular rate of pay for the classification they fill, consistent with the employee's status at the time of the original layoff.

Section 19.4. Recall

When staffing is increased or permanent vacancies occur within a classification, employees laid off from such classification shall be recalled in accordance with seniority as defined in Article XII, Section 1.

ARTICLE XX
NO STRIKE/NO LOCKOUT

Section 20.1. No Strike

During the term of this agreement, neither the union nor its officer 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 violation.

Section 20.2 No Lockout

During the term of this Agreement, neither the Board nor its administrative agents will lock out members of the union during the term of the 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 violation.

Section 20.3. Disputes

The Employer and the 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 the Union to resolve the dispute. In accomplishing this purpose, all available processes shall be utilized, including the provisions of 115 ILCS 5/1 et seq.

ARTICLE XXI INSURANCE

Section 21.1. Health and Life Insurance Premiums and Benefits

Health and life insurance benefits and privileges for employees covered by this Agreement shall remain the same as those provided other employees of the University. The employer shall continue to pay the full premium cost for employee health and life insurance (excluding optional units of life insurance) during the term of this Agreement (it is noted that the intent of this clause is to continue the practice of paying benefits during a lay-off period and shall not be intended as a guarantee of benefits during short term breaks (i.e., breaks between the fall and spring semesters)).

Section 21.2. Health and Dental Insurance During Layoff

Employees on layoff status shall retain health and dental insurance coverage for a period of six (6) months following the effective date of the layoff with the Employer paying the full premium, single or family plan as appropriate.

Section 21.3. 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 XXII MISCELLANEOUS

Section 22.1. Agreement

The Employer will provide the Union with forty (40) copies of this Agreement within thirty (30) days of signing both parties.

Section 22.2. Information Provided to Union

The Employer agrees to notify the Union on a monthly basis of all new employees employed in classifications covered by this Agreement, as well as all separations/terminations, promotions, voluntary reductions, layoffs and recalls of employees covered by this Agreement. This section shall not include normal school year breaks and summer layoff.

Section 22.3. Health and Safety

The Employer agrees to make reasonable provisions for the safety and health of the employees covered by this Agreement during the hours of their employment.

Section 22.4. Departmental Labor/Management Meetings

Departmental Labor Management meetings shall be held with the Local Union and representatives of the Employer in the affected unit. Labor Management meetings shall be scheduled at a mutually agreeable date, time and location. The purpose of these meetings shall be to resolve problems or discuss issues within the respective department. Additional meetings may be requested by either party. Requests for additional meetings shall not be unreasonably

denied. These meetings do not preclude other grievance meetings which may be requested by the Union.

Section 22.5. Labor/Management Meetings

It is agreed that Labor/Management meetings with the President and Executive Board of AFSCME Local 878 will be held by representatives of the Employer. Labor/Management meetings shall be scheduled at mutually agreeable date, time and location. Additional meetings may be requested by either party. Requests for additional meetings shall not be unreasonably denied. These meetings do not preclude other grievance meetings which may be requested by the Union.

Section 22.6. Notices to the Union and Employer

Notices required herein shall be deemed to have been adequately given if served by certified mail, return receipt requested, upon the persons named below at the address indicated, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

Jeremy Noelle, Staff Representative
AFSCME Council 31
3909 Ernestine Drive, Suite 2
Marion, Illinois 62959

Notices to the Employer shall be addressed to:

Joseph Rose, Director
Labor and Employee Relations
Anthony Hall 214 – Mail Code 4319
Southern Illinois University Carbondale
Carbondale, Illinois 62901

**ARTICLE XXIII
WAGES**

Section 23.1. Covering Employees in Group A

A. Effective August 15, 2021, a 2% cost of living raise on the base wage rate as follows:

<u>Classification</u>	<u>Wage Rate</u>
Culinary Worker III	\$18.08
Culinary Worker II	\$16.40
Attendant (Snack Bar) (Food Court/Snack Bar Attendant)	\$16.40

Dining Room Supervisor \$18.08*
 Dish Room Supervisor \$18.08

*Wage rate raised to same level as Dish Room Supervisor pay.

For employees hired on or after January 1, 1994, wage rates shall be on percentages of the base rates given in subsection (A) above for the employees' respective classification.

Hire Rate 76%
 End of Probation 80%
 1 and 1/2 calendar years of service* 84%
 2 and 1/2 calendar years of service* 88%
 3 and 1/2 calendar years of service* 92%
 4 and 1/2 calendar years of service* 96%
 5 and 1/2 calendar years of service* 100%

For employees on the active payroll on or after July 1, 2022, wage rates shall be on percentages or values of the base rates given in subsection (A) above for the employees' respective classification.

Hire Rate 88%
 1 and 1/2 calendar years of service* 90%
 2 and 1/2 calendar years of service* 92%
 3 and 1/2 calendar years of service* 96%
 4 and 1/2 calendar years of service* 100%
 7 and 1/2 calendar years of service*25¢ over hourly wage
 10 and 1/2 calendar years of service*25¢ over hourly wage
 13 and 1/2 calendar years of service*25¢ over hourly wage

- B. *Service shall count from the date of hire so long as seniority continues to be accrued in accordance with Civil Service Rules. If accrual of seniority is interrupted by an extended absence, the award of future wage increases will be delayed by the number of days of that absence.
- C. An employee who earns a promotion (for example, Culinary Worker II to Culinary Worker III) before completing the progression given in B) will be placed at the step of the wage progression of the classification to which he is promoted that reflects a wage increase. The promoted employee will thereafter advance according to his total service in the promotional line.

Section 23.2. Covering Employees in Group B

Effective August 15, 2021, a 2% cost of living raise on the base wage rate as follows:

<u>Classification</u>	<u>Wage Rate</u>
Automotive Parts Manager	\$25.52
Automotive Technician	\$27.03
Automotive Technician Assistant	\$23.54
Farm Mechanic	\$27.03
Grounds Equipment Mechanic	\$27.03
Garage Foreman	\$30.66
Transportation Clerk	\$14.00*

* Increased to \$14.00 for anticipated minimum wage effective 1/1/2024.

For employees on the active payroll on or after July 1, 2022, and who have ten (10) or more years of service in any combination of the Group B classifications, they shall receive .30¢ per hour over their base wage.

Section 23.3. Shift Differential

It is agreed that thirty-five cents (\$0.35) per hour shift differential will be paid to Garage Foreman, Automotive Technician, Automotive Technician Assistant, and Grounds Equipment Mechanic (retroactive to 1/1/21) on 2nd and 3rd shifts.

It is further agreed that Culinary & Nutrition Services employees will receive a thirty-five cents (\$0.35) per hour second shift differential. For CNS employees, the second shift is defined as a shift that begins between 11:00 a.m. and 4:00 p.m. Employees working third shift shall receive a forty cents (\$0.40) shift differential. Third shift is defined as a shift that begins after 4:00 p.m.

Section 23.4. Employee Meals

Group "A" employees shall receive one meal per shift. Employees may purchase additional meals for themselves at the housing employee rate.

Section 23.5. Increases

Effective July 1, 2022, .75% base wage increase with the understanding that if a higher across the board increase is granted to civil service range employees, employees covered under the Agreement will receive the difference between .75% and that higher percentage amount under the following terms:

On or after July 1, 2022, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for across the board cost of living base wage increases for Civil Service range employees on the Carbondale campus, excluding School of Medicine, for FY 2023. The effective date for any such increase will be the date identified in the approved Board matter.

(As an example: Employees receive .75% base wage increase on 7/1/22 and the Board hypothetically authorizes a 1% base wage increase for civil service range Carbondale campus

increase effective 10/1/22, the employees will receive an additional .25% wage increase on that 10/1/22.)

Effective July 1, 2023, 1% base wage increase with the understanding that if a higher across the board increase is granted to civil service range employees, employees covered under the Agreement will receive the difference between 1% and that higher percentage amount under the following terms:

On or after July 1, 2023, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for across the board cost of living base wage increases for Civil Service range employees on the Carbondale campus, excluding School of Medicine, for FY 2024. The effective date for any such increase will be the date identified in the approved Board matter.

(As an example: Employees receive 1% base wage increase on 7/1/23 and the Board hypothetically authorizes a 1% base wage increase for civil service range Carbondale campus increase effective 10/1/23, the employees will receive no additional wage increase as they received their 1% effective 7/1/23.)

ARTICLE XXIV
SUBCONTRACTING

During the term of this Agreement the Employer agrees to not contract with a third party for the operation of Housing Food Service or Travel Service functions in a manner which would cause the layoff of employees covered by this Agreement.

ARTICLE XXV
CULINARY WORKER II & III CLASSIFICATIONS

The Culinary Worker II classification shall be used to replace the Kitchen Helper, Grill Cook, Food Service Sanitation Laborer and Cook's Helper classifications. The Culinary Worker III classification shall be used to replace the First Cook classification

The Culinary Worker II and III shall be covered under all terms and conditions of the Collective Bargaining Agreement.

ARTICLE XXVI
EXTRA HELP JOBS DURING LAY OFF

The employer shall give employees of Culinary & Nutrition Services preference when hiring extra help employees for summer work by the Housing and/or Plant and Service Operations (Building and Grounds) departments. Under no circumstances will there be bumping rights between the Student Center and Culinary & Nutrition Services during seasonal layoffs.

Culinary & Nutrition Services employees who timely apply for such positions during summer layoff and who possess the requisite skills necessary to perform the work, shall be given preference over applicants outside the University. Other than the additional extra help workers referenced in item three (3) below, no outside applicant shall be selected unless they have demonstrably greater qualifications than the Culinary & Nutrition Services employee. The employer shall not reject a Culinary & Nutrition Services employee for any arbitrary or capricious basis.

The following procedures will be followed regarding extra help jobs during the summer layoff period:

1. AFSCME will handle the posting and managing of the lists for Culinary & Nutrition Services workers.
 - Lists will be posted in the dining areas immediately after Spring Break for two weeks (14 days).
2. By April 1, AFSCME will provide University Housing Custodial with the list of Culinary & Nutrition Services workers who are interested in a custodial position for the summer.
3. University Housing Custodial will review the list and determine who will be hired for the summer custodial positions.
 - If there are individuals that University Housing will not hire due to performance issues, this information will be discussed with the AFSCME President.
 - University Housing will also hire between 18-25 additional extra help workers (non-CNS staff) to allow for a full cleaning schedule to be completed in the summer.
4. By May 1, AFSCME will provide both Grounds Maintenance and University Housing with the list of Culinary & Nutrition Services workers who are interested in a grounds position for the summer.
 - If there are individuals that Grounds will not hire due to performance issues, this information will be discussed with the AFSCME President.
 - Grounds Maintenance will communicate with University Housing about any Culinary & Nutrition Services workers Grounds would like to hire. If these individuals are on the list that University Housing has for summer custodial, University Housing will remove them from the summer custodial list, and replace them with members on the waiting list.

With respect to extra help positions at Touch of Nature during the period of Culinary & Nutrition Services employees summer layoffs, Culinary & Nutrition Services employees who have made application and possess the requisite skills necessary to perform the work will receive an interview. The employer shall provide copies of all advertisements for summer extra help at Touch of Nature to the President of the Union and the AFSCME staff representative, who shall in turn provide such advertisement to their members. Any interested members must submit their application in accordance with the requirements of the advertisement. The employer shall not reject a Culinary & Nutrition Services employee for any arbitrary or capricious basis.

ARTICLE XVII **TERMINATION**

Section 27.1. Term

This Agreement shall be effective July 1, 2020 and shall continue until June 30, 2024. It shall be automatically renewed thereafter from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate the agreement (applicable to both Group A and Group B).

Section 27.2.Savings Clause

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

Section 27.3. Complete Agreement

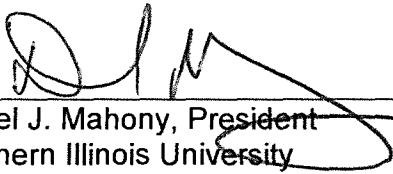
The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals regarding any subject or matter not prohibited by law from the area of collective bargaining, and that the understandings and agreements arrived at by 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.

Section 27.4. Effectiveness

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.

**BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY:**

AFSCME COUNCIL 31:



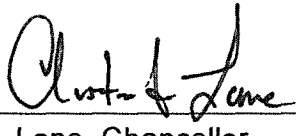
Daniel J. Mahony, President
Southern Illinois University

2/24/22
Date



Jeremy Noelle, Staff Representative
AFSCME Council 31

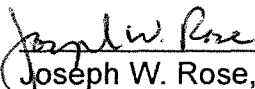
1-25-22
Date



Austin A. Lane, Chancellor
Southern Illinois University Carbondale


2/16/22
Date

AFSCME LOCAL 878:



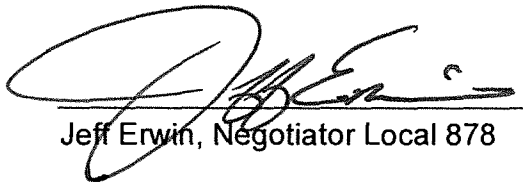
Joseph W. Rose, Director
Labor and Employee Relations
Southern Illinois University Carbondale

1-31-2022
Date



Lucien Dreux
President Local 878

1-31-22
Date



Jeff Erwin, Negotiator Local 878

1-25-22
Date