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

**AND**

**GRAPHIC COMMUNICATIONS CONFERENCE OF THE**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL 6-505M, ST. LOUIS, MISSOURI**

**October 1, 2021 to September 30, 2024**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement, entered into between Southern Illinois University, Carbondale, Illinois, hereinafter called the "Employer", and the Graphic Communications Conference of the International Brotherhood of Teamsters, Local 6-505M, hereinafter called the "Union", is for the purpose of preventing and adjusting misunderstanding by establishing rules governing minimum wage rates and conditions of employment.

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.

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

### **ARTICLE I - Effectiveness of Agreement**

This Agreement shall be effective from the first day of October 2021 through the thirtieth day of September 2024 and shall continue in effect from year to year thereafter unless written notice of desire to terminate or modify be given by either party to the other at least sixty days prior to its expiration date in the then current year.

### **ARTICLE II - Recognition, Jurisdiction and Non-Discrimination**

#### **Section 1. Jurisdiction**

Jurisdiction of the Union under this Agreement shall consist of any and all printing, high-speed production copying, pre-press work, bindery work, digital composition work (including typesetting, layout, design, pre-press, and variable data processing) and automated mail preparation operations to produce publication and mailing materials, normally performed for campus departments by Printing and Duplicating, by the civil service classifications covered by this Agreement. The jurisdiction of this Agreement extends over printing presses, imagesetter, platemaker, bindery equipment, high-speed production copiers (100 ppm) and mailing equipment or any equipment used to replace the existing equipment. It is understood that no copy centers, automated mail operations, pre-press, press and bindery areas may be established on this campus without falling under the jurisdiction of this contract. It is understood and agreed that some of the work mentioned above is now being performed by student employees and such work now so performed may continue to be performed. It is further understood and agreed that the practice of having student workers working alone and unsupervised is neither practical nor desirable. Therefore, any operations which are performed normally by student workers shall have adequate supervision by either supervisory or journeyman personnel who will be present while work is being performed. Section 2. Specifications of and duties prescribed for job classifications shall be those set forth in the class specifications and compensation plan of the State Universities Civil Service System of Illinois dated January 1, 1952, or as amended.

Section 3. Any new classifications shall be negotiated as to wage scale.

Section 4. It is agreed by the Employer and the Union that there will be no discrimination practiced

against any person or persons because of race, color, religion, sex, sexual orientation, age, marital status, disability or national origin.

Section 5. 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 University and the Union will make every effort to minimize any adverse effect on other employees resulting from accommodating a disabled individual.

Each request for an accommodation will be considered on a case by case basis. Providing a particular accommodation to an individual employee will not obligate the University to provide exactly the same accommodation to another individual.

### **ARTICLE III - Management's Rights**

As long as such actions and decisions are consistent with the other express Articles of this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the University to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the University and its properties and of all its personnel; determine its organization; hire, assign, direct, and evaluate staff; determine the times and hours of operation and to declare unpaid administrative closures under the Board's Administrative Closure Policy as amended from time to time; 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; take actions necessary to increase or reduce staffing levels including but not limited to layoffs and furloughs provided that such actions comply with the statutes, rules and regulations of the State University Civil Service System as amended from time to time; maintain the efficiency of University operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

## ARTICLE IV - Wages

Section 1. Each foreman shall receive not less than fifty cents per hour more than the highest paid employee under him/her.

Section 2. Effective October 1, 2021, a 2% pay increase reflected as follows:

<u>Classification</u>	<u>Rates Effective October 1, 2021</u>
Bindery Foreman	\$29.85
Bindery Worker I	\$17.87
Bindery Worker II	\$25.19
Copy Center Operator I	\$15.22
Copy Center Operator II	\$17.88
Copy Center Operator III	\$19.68
Illustrator	\$28.83
Press Technician Assistant	\$29.07
Press Technician	\$29.68
Press Technician (Foreman Rate)	\$30.18
Pre-Press Technician Assistant	\$29.07
Pre-Press Technician	\$29.68
Pre-Press Technician (Foreman Rate)	\$30.18
Supervisor I, Offset Printing	\$29.68

Night shift differential:

For shifts beginning between 12 noon and 7:59pm – 2% of the Copy Center Operator III wage rate. For shifts beginning between 8pm and 5:59am – 3% of the Copy Center Operator III wage rate.

Large Format Printing Operation: For the period in between October 1, 2021 and until his placement into the Press Technician Assistant position, the Copy Center Operator II shall be paid the difference between his current rate and the rate of the Press Technician Assistant for all hours worked on the large format printer. For the period between 10/1/2021 and 3/1/2022, there were a total of thirty-four (34) hours worked and management and the employee will continue to log those hours for any upgrade pay due to the employee.

Section 3. Pay Increases

For classifications under this Agreement, 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 Carbondale campus 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, classifications 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 employees effective*

*10/1/22, the employees under this Agreement will receive an additional .25% wage increase on that 10/1/22.)*

Effective July 1, 2023, all classifications in this agreement will receive a 1% base wage increase with the understanding that if a higher across the board increase is granted to civil service range employees on the Carbondale campus, 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, classifications 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 employees effective 10/1/23, the employees will receive no additional wage increase as they received their 1% effective 7/1/23.)*

On or after July 1, 2024, 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 2025. The effective date for any such increase will be the date identified in the approved Board matter.

#### **ARTICLE V - Overtime**

Section 1. Hours worked in excess of seven and one-half (7 1/2) in any one day or on Saturday or in excess of thirty-seven and one-half (37 1/2) in any one work week shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay. Overtime pay shall not be pyramided.

Section 2. All work performed on Sunday shall be paid at the rate of double time.

Section 3. In the event an employee is called back after having left the shop, said employee shall be guaranteed a minimum of two (2) hours work at the applicable overtime rate.

Section 4. By mutual agreement of the individual employee(s) and management, compensatory time off at the appropriate overtime rate may be taken in lieu of monetary payment for overtime worked.

#### **ARTICLE VI - Benefits in Addition to Wages**

Section 1. During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to unit employees required for participation in the plan administered by the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendations.

## Section 2. Holidays

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

(b) Employees covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay.

(c) An employee required to work on a holiday cited in (a) will be compensated two times the regular rate of pay, in addition to the holiday pay provided in (b).

(d) When one of the six holidays listed in (a) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one of the six 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 work day preceding the holiday and the first scheduled work day following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

## Section 3. Vacation

(a) Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the following schedule:

Year of Service	Rate Earned Per Hour of Pay-Status Service (Exclusive of Overtime) in %/hr.	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

(b) An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two-year period at his current rate of accrual. Vacation will continue to accrue while an employee is using vacation credits (and sick leave credits if applicable) which were available at the beginning of a period of approved vacation.

(c) The Employer will grant vacations insofar as is possible in accordance with employees' preferences. However, the approval of each vacation request will be at the discretion of the departmental executive officer and as operations permit.

(d) In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.

#### Section 4. Sick Leave

(a) Employees covered by this Agreement will earn paid sick leave at the rate of 0.0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.

(b) Sick leave compensation will be at the normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, for any approved family and medical leave, and for the illness or injury of a member of the immediate family. For these purposes, the immediate family is defined as spouse, domestic partner, child, and parent. Household includes anyone maintaining a family relationship living in an employee's home.

(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 is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.

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

(e) Sick leave will be used in the following order:

1. Sick leave days earned and accrued before January 1, 1984
2. Sick leave days earned and accrued after January 1, 1998
3. Sick leave days earned and accrued between January 1, 1984 and December 31, 1997.

(f) Upon termination for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave which has accrued between January 1, 1984 and December 31, 1997.

(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) work days 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 5. Bereavement Leave

Upon request, an eligible employee shall be granted, without loss of pay, bereavement leave of up to three work days. 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, parent, brother, sister, 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 work day 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 6. Jury Duty

Employees called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal will be granted a leave with pay. During the period the employee is actually serving on a jury or is required by a court or other tribunal to be present as a witness, the employee will continue to receive his/her normal compensation. At other times when the court or other tribunal is not in session, the employee is expected to be at work. Employees who are required to appear in court as defendants or plaintiffs in civil or criminal actions do not qualify for this type of leave.

#### Section 7. 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 work days 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 8. Tuition Waiver

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

#### Section 9. Administrative Closure

9.1 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:

9.1 (a) Employees Not Required to Work: Employees regularly scheduled to work but not required to work during the paid closure will be paid their regular wages.

9.1 (b) Employees Required to Work: Employees regularly scheduled to work and required to work during the paid closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual employee's option.

9.1 (c) Overtime Pay for Required Work: Employees not regularly scheduled to work who are required to work on an overtime basis during the paid closure will be compensated at two and one-half (2½) times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.

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

9.2 (a) Employees Not Required to Work: Employees regularly scheduled to work but not required to work during the unpaid closure will receive no pay for the closure.

9.2 (b) Employees Required to Work: Employees regularly scheduled to work and required to work during the unpaid closure will receive compensation at their regular rates of pay for the hours worked.

9.2 (c) Overtime Pay for Required Work: Employees not regularly scheduled to work who are required to work on an overtime basis during the unpaid closure will be compensated at one and one-half (1½) times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.

9.2 (d) Employees will not be allowed to use accrued benefit time on unpaid closure days.

9.2 (e) Effect of Unpaid Administrative Closure Days on Benefits:

1. Unpaid closure days will not affect an employee's health insurance. Employees will be allowed the option to pay into the SURS retirement system for the unpaid closure days.

2. Vacation and sick leave accruals will not be affected by unpaid closure days.

9.2 (f) Employees required to work on an unpaid closure day must take an alternative day off without pay that is subject to the approval of his or her immediate supervisor.

9.2 (g) Employees will be notified as soon as the need for a closure is determined, but no less than two weeks in advance of the date of the closure.

9.2 (h) Employees may not report to work on an unpaid closure day unless specifically required to do so by their department head as essential personnel.

9.2 (i) Unpaid closure days will be limited to no more than 1 day per bi-weekly pay period, or two days per month; but not to exceed six days in a fiscal year.

In the event that the University's budgetary conditions require the need for potential unpaid closure days after the term of this agreement, the University and the Union agree to discuss the inclusion of Section 9.2 in subsequent collective bargaining agreements.

#### Section 10. Domestic Partner Benefits

Eligible employees may apply for benefits offered by Southern Illinois University Carbondale under the Domestic Partner Policy.

#### Section 11. Early Payout of Payable Sick Leave upon Retirement

If an employee covered under this agreement submits an irrevocable notice to retire by a specified date, such employee shall have the right, pursuant to Public Act 92-0599, to request that unused sick leave that can be used for a sick leave buyout (i.e., one-half of the unused accrued sick leave earned between January 1, 1984 and December 31, 1997) be paid out at the employee's current rate of pay for a period of up to two SURS academic years (September 1-August 31) of employment prior to retirement, subject to the SURS 20% limitation and applicable SURS guidelines governing such sick leave buyouts. Any unused sick leave days that an employee requests be bought out, pursuant to Public Act 92-0599 and the provisions of this section, cannot be used as sick leave for any other purpose.

## Section 12. Steward Training

The University will provide one day per year paid release time for one union designated steward to attend training provided by the union. This release time must be requested in advance and approved by the appropriate supervisor. Such a request will not be unreasonably denied.

### **ARTICLE VII - Notice of Lay Off**

In event of consolidation or suspension of operation all employees affected shall receive at least 30 calendar days notice prior to such action. When the force of regular situation holders is reduced, any employee who does not remain as an extra shall receive at least two (2) weeks notice prior to such action.

### **ARTICLE VIII - No Strike/No Lock Out**

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.

### **ARTICLE IX - Allied Labels**

Section 1. The Employer shall be entitled to the use of the Allied Printing Trades Council Label insofar as the pressroom is concerned, and the Union agrees to support the issuance of said Label to the Employer provided consent is given and secured from all other printing trade unions constituting the Local Allied Printing Trades Council. It is further provided and agreed that the Union shall issue to the Employer the individual union label of the Graphic Communications International Union in the event of the non-existence of an Allied Printing Trades Council in this jurisdiction, if said non-existence of an Allied Printing Trades Council is not due to the refusal of the Union to join in the establishment of said Council. It is further agreed by the Employer that, in the event of the non-existence of an Allied Printing Trades Council, products requiring the Union label shall, in all instances bear the individual label of the International Printing & Graphic Communications Union, irrespective of whatever other label may appear on said product.

### **ARTICLE X - Union Laws**

Section 1. It is agreed that the laws of the Union not affecting wages, hours or working conditions, and the current laws of the Graphic Communications International Union, as well as the current By-Laws, Statutes and Regulations of the Board of Trustees of Southern Illinois University, shall not be considered as a dispute, disagreement or grievance, and consequently shall not be subject to the consideration of, nor decision or determination by any Board of Arbitration.

Section 2. The Employer concedes that he does not have the right to object to any rules or regulations made by the Union for the government of its members insofar as they do not conflict with the terms of this Agreement.

## **ARTICLE XI - Grievance Procedure**

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

Section 2. 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.

Section 3. It is preferable that grievances be resolved informally at the steps on which they occur. If this is not possible in any individual case, the following procedure will be observed:

Step 1. An employee and/or a representative of her/his choice shall first present any such matter to the immediate supervisor. This step should be taken 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 her/his head of department (i.e., Dean or Director). This must be done within five (5) working days after the receipt of the decision in Step 1. The department head is to review the facts and render a decision and reasons for the decision in writing to the employee within five (5) working days after the receipt of the grievance.

Step 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be submitted in writing to the Labor and Employee Relations designee. This must be done within five (5) working days after the receipt of the decision in Step 2. Labor and Employee Relations shall arrange a meeting with both the employee and her/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 decision within five (5) working days after the meeting.

Step 4a. If the grievance is not satisfactorily resolved at Step 3 and concerns the application or interpretation of the Statutes and Rules of the State Universities Civil Service System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the dispute to the Director of the 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.

Section 4. An employee has the right to representation at all steps of the grievance procedure.

Section 5. If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.

Section 6. A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.

Section 7. No reprisal(s) shall be taken by the University against any employee because of her/his participation in a grievance.

Section 8. When a grievant and/or her/his representative is required by Steps 1 through 4a of the above procedure to attend a meeting during her/his regularly scheduled work assignment, such 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.

Section 9. A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.

Section 10. All records related to a grievance shall be filed separately from the official personnel file of the employee. Upon the request of an employee one year or more after the initial filing of a grievance, all record of that grievance shall be removed from that employee's departmental file.

#### **ARTICLE XII - Dues Deduction**

Section 1. 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.

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.

Section 2. 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 XIII - Seniority**

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 renegotiation between the parties of those of its provisions which are affected by such amendment.

#### **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 effects of bargaining which may be timely requested by the Union.

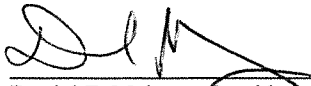
#### **ARTICLE XV - Working Rules & Conditions**

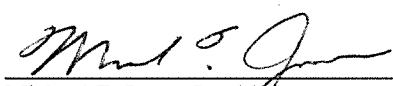
The Board shall comply with applicable federal or state health and safety statutes. Employees covered by this contract shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

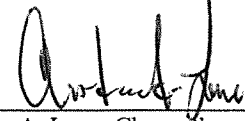
Signatures

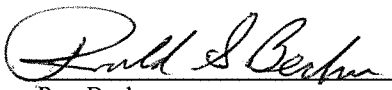
BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS  
UNIVERSITY

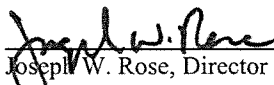
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CONFERENCE OF THE  
INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS  
LOCAL 6-505M, ST. LOUIS,  
MISSOURI

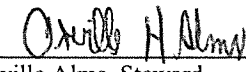
  
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Daniel F. Mahony (President)  
Southern Illinois University  
4/11/22  
Date

  
\_\_\_\_\_  
Michael T. Jones, President  
GCC/IBT Local 6-505M  
3-21-22  
Date

  
\_\_\_\_\_  
Austin A. Lane, Chancellor  
Southern Illinois University Carbondale  
4/26/22  
Date

  
\_\_\_\_\_  
Ron Becker  
Secretary-Treasurer  
GCC/IBT Local 6-505M  
3-21-2022  
Date

  
\_\_\_\_\_  
Joseph W. Rose, Director  
Labor and Employee Relations  
Southern Illinois University Carbondale  
4/1/22  
Date

  
\_\_\_\_\_  
Orville Alms, Steward  
GCC/IBT Local 6-505M  
4-1-2022  
Date