

**AGREEMENT BETWEEN**

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

**AND**

**LOCAL #50 OF THE INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND  
HELPERS OF AMERICA**

**FARMERS**

**FOREST**

**CUSTODIANS**

**August 1, 2022 to July 31, 2025**

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## **COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into by and between Southern Illinois University Carbondale, hereinafter called the "Employer" and Local Union #50 (or successors), International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter referred to as the "Union."

This agreement shall become effective when ratified by the Union and Board of Trustees and signed by authorized representatives thereof and may be amended or modified during its term only with mutual consent of both parties.

### **ARTICLE I LIMITATIONS**

- 1.1** This Agreement shall not violate: 1) applicable Federal and State laws and as they may be amended from time to time; 2) the Statute and Rules of the State Universities Civil Service System of Illinois and as they may be amended from time to time; 3) the Statute of the State Universities Retirement System and as it may be amended from time to time; 4) the By-Laws, Policies and Board Regulations promulgated by the Board of Trustees of Southern Illinois University and as they may be amended from time to time; 5) Public Act 83-1014, The Illinois Educational Labor Relations Act.
- 1.2** In the event of conflict among any of the foregoing as enumerated in 1.1 above and any provisions of this Agreement, the foregoing shall prevail except where a deviation from the same, expressly recognized herein, is agreed upon in express terms hereunder.
- 1.3** This Agreement constitutes the sole and entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer and its employees, and expresses all obligations of and restrictions imposed on each of the respective parties during its term.
- 1.4** 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 II MANAGEMENT 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; determine the kinds and levels of services to be

provided, and the methods and means of providing them; to establish its policies, goals and objectives; to establish, consolidate, merge or eliminate programs; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of University operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; decide whether to make or purchase goods or services; and take action on any matter in the event of an emergency.

**ARTICLE III  
RECOGNITION AND NON-DISCRIMINATION**

**3.1** The Employer recognizes the Union as the sole collective bargaining agent for nonacademic employees who are performing work under the following classifications:

**Group A:**

- Agronomist
- Assistant Agricultural Research Technician (formerly Farmer)
- Associate Agricultural Research Technician (formerly Foreman, Farm)
- Field Worker
- Greenhouse Gardner I
- Greenhouse Gardner II
- Horticulturist

**Group B:**

- Forest Custodian
- Park Attendant
- Park Supervisor

Specifications of and duties prescribed for these classifications shall be those set forth in the class specifications and compensation plan of the State Universities Civil Service System of Illinois dated September 1967, or as amended.

**3.2** The Employer and the Union agree they will not practice discrimination against any person or persons because of race, creed, color, national origin, sex, sexual preference, political affiliation, marital status, age, or disability.

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

- 3.3 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.
- 3.4 It is recognized that, prior to the effective date of this Agreement, students not covered by the Agreement were doing some of the work covered. The Union agrees that the practice of having student workers performing duties alone and unsupervised is neither practical nor desirable, and adequate supervision by a supervisor or a Civil Service employee will be present in the area of the work being performed by students.
- 3.5 The Employer agrees to maintain minimum staffing of one (1) full-time bargaining unit employee in Group A and two (2) full-time employees in Group B, as defined in Section 3.1 above, prior to utilizing any extra help or non-bargaining unit personnel to perform bargaining unit work, including but not limited to temporary workers and/or student workers.

**ARTICLE IV  
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 V  
WAGES**

Effective, and retroactive to, August 1, 2022, a 2% cost of living increase resulting in the following base wage rates for employees within classifications covered under this agreement:

**Covering Employees in Group A:**

Agronomist	\$26.12
Assistant Agricultural Research Technician	\$23.17
Associate Agricultural Research Technician	\$25.78
Field Worker	\$21.59
Horticulturist	\$26.12
Greenhouse Gardener I	\$19.09
Greenhouse Gardener II	\$26.12

If an employee is called back for emergency duty after the close of his regular shift, this emergency duty not being a continuance of his shift and following immediately after the close of the shift, such employee shall be paid for a minimum of three and three-quarters (3 3/4) hours of work at the overtime rate.

**Covering Group B:**

Forest Custodian	\$26.23
Park Attendant	\$30.29
Park Supervisor	\$33.31

Effective August 1, 2023

The higher of a 2% cost of living increase or 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. Any increase over the 2% would become effective upon the date identified in the Board of Trustees matter, but not to begin before August 1, 2023.

However, if Fiscal Year 2024 Appropriation Fund Revenue plus projected Fiscal Year 2024 Income Fund Revenue as of 10/31/2023 ("FY24 Projected Revenue") is greater than or equal to Fiscal Year 2023 Appropriation Fund Revenue plus actual Fiscal Year 2023 Income Fund Revenue (excluding transfers) ("FY23 Revenue") by Four Million Five Hundred Thousand Dollars (\$4,500,000), a \$1.00 total base wage per hour increase will occur, retroactive to August 1, 2023.

(As an example: Employee receives a 2% base wage increase on 8/1/23 amounting to a \$.35 (thirty-five cents) per hour and on 10/31/23 the FY24 Projected Revenue increase over FY23 Revenue equals Four Million Five Hundred Thousand Dollars (\$4,500,000), the base wage would increase an additional \$.65 (sixty-five cents) per hour effective 8/1/23.)

Effective August 1, 2024

The higher of a 2% cost of living increase or 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. Any increase over the 2% would become effective upon the date identified in the Board of Trustees matter, but not to begin before August 1, 2024.

However, if Fiscal Year 2025 Appropriation Fund Revenue plus projected Fiscal Year 2025 Income Fund Revenue as of 10/31/2024 ("FY25 Projected Revenue") is greater than or equal to Fiscal Year 2024 Appropriation Fund Revenue plus actual Fiscal Year 2024 Income Fund Revenue (excluding transfers) ("FY24 Revenue") by Four Million Five Hundred Thousand Dollars (\$4,500,000), a \$1.00 total base wage per hour increase will occur, retroactive to August 1, 2024.

(As an example: Employee receives a 2% base wage increase on 8/1/24 amounting to a \$.35 (thirty-five cents) per hour and on 10/31/24 the FY25 Projected Revenue increase over FY24 Revenue is below Four Million Five Hundred Thousand Dollars (\$4,500,000), the base wage would not increase and the FY25 increase will remain at 2%.)

Employees hired in the Forest Custodian classification will be paid according to the following progression:

Hire Rate 80% of the wage rate given above.

After completion of probation 90% of the wage rate given above.

After 3000 hours of service in the class 100% of the wage rate given.

Shifts will be listed and bid by seniority, and at least one week's notice will be given in case of shift or time change.

A shift differential of \$0.40 cents per hour will be paid for any shift other than those that begin between 5:30 a.m. and 12:30 p.m., and for shifts that fall on Saturday or Sunday.

In addition to the regular hourly wage rate, a premium wage rate of \$0.50 per hour shall be awarded to the members of the bargaining unit operating the stump grinder, skid steer (for work performed on the steer on or after 7/1/2023) and boom truck for all hours worked on the above-referenced equipment. The University reserves the right to determine eligibility of those employees based on certifications, experience and/or work history.

If an employee is called back for emergency duty after the close of his regular shift, this emergency duty not being a continuance of his shift and following immediately after the close of the shift, such employee shall be paid for a minimum of three and three-quarters (3 3/4) hours of work at the overtime rate.

The Park Sub-foreman (if filled) or Park Attendant/designee shall make daily work assignments, evaluate Forest Custodians, and work with management to determine staffing needs for special projects.

The Park Sub-foreman (if filled) or Park Attendant/designee will be notified of all work that is to be performed at Touch of Nature by individuals outside the bargaining unit.

The Park Sub-foreman (if filled) or Park Attendant shall assign temporary upgrades to appropriate Forest Custodians for routine, short-term (two weeks or less) absences of half- day or more duration. In the event of an absence in excess of two weeks, FEM management shall make any long-term temporary upgrade decisions.

**ARTICLE VI  
BENEFITS IN ADDITION TO WAGES**

**6.1 Longevity Bonus**

All bargaining unit employees shall be provided with the following longevity step based on years of service with Southern Illinois University:

<b><u>Longevity Tier</u></b>	<b><u>Longevity Bonus</u></b>
5-9 years of service	\$150.00
10-19 years of service	\$350.00
20+ years of service:	\$550.00

The above defined longevity step will be paid to each eligible bargaining unit employee in both FY 2024 and FY 2025. Any bargaining unit employee who qualifies for the longevity step in FY 2024 but whose anniversary hire date occurred prior to the ratification date of this collective bargaining agreement shall be paid the longevity step at the same time of receiving their retroactive pay from FY 2023. Any bargaining unit employee who is eligible for a longevity step in FY 2024 and FY 2025 with an anniversary hire date following ratification of this collective bargaining agreement shall be paid the longevity step upon the employee's anniversary hire date.

**6.2 Insurance**

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

**6.3 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 President of the University prior to the beginning of the fiscal year. In those years when Veteran's Day falls on Monday through Friday, the University will observe the holiday and may utilize one of the five Chancellor designated days.
- (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) would be compensated one and one-half 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.

**6.4 Vacation**

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

<b>Years of Service</b>	<b>Rate Earned Per Hour of Pay-Status Service (Exclusive of Overtime in % hr.)</b>	<b>Approximate Leave Days Earned in One Year by a Full-Time Employee</b>
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.

## **6.5 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 on or after January 1, 1998;
  - (3) Sick leave days earned and accrued from January 1, 1984 through December 31, 1997.
- (f) Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave, which was accrued between January 1, 1984 through 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 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.

### **6.6 Bereavement Leave**

Upon request, an eligible employee 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, parent, brother, sister, grandparent, grandchild, and corresponding in-laws and step family members, 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.

### **6.7 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.

## **6.8 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.

## **6.9 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.

## **6.10 Administrative Closure**

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

- (a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.
- (b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked.
- (c) Employees not regularly scheduled to work who are required to work on an overtime basis

during the closure will be compensated at two and one-half times their regular rates of pay for the hours worked.

### **6.11 Domestic Partner Benefits**

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

## **ARTICLE VII OVERTIME**

- 7.1 Employees regularly assigned a five-day, forty-hour work week will be compensated at one and one-half times the appropriate straight time rate of pay for time worked in excess of eight hours in a day or forty hours in a week.
- 7.2 For any position which the parties have agreed will have a four-day, forty hour week, time worked in excess of ten hours in a day or forty hours in a week will be compensated at one and one-half the appropriate straight time rate of pay.
- 7.3 Employees regularly assigned a thirty-seven and one-half hour work week or less will be compensated at one and one-half the appropriate straight time rate of pay for time worked in excess of seven and one-half hours in a day or thirty-seven and one-half hours in a week.
- 7.4 For all employees covered by this Agreement, regularly assigned work hours spent in approved paid leave status will count as hours worked for the purpose of determining when premium pay for overtime is due. No unit of time will be counted more than once for the purpose of determining when premium pay for overtime is due.
- 7.5 A full-time employee who begins work at least two hours before his regularly scheduled starting time and/or continues work for at least two hours past his regularly scheduled quitting time shall in each case be allowed to take a fifteen-minute break.

## **ARTICLE VIII 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 December 1993. If the sections of the Statute or Rules applicable to seniority are amended by law or through action of the Civil Service System during the term of this Agreement, the Agreement will automatically be reopened for the re-negotiation between the parties of those of its provisions which are affected by such amendment.

## **ARTICLE IX GRIEVANCES**

- 9.1 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.

9.2 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.

9.3 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 his/her choice shall first present any such matter to the immediate supervisor. This step should be taken at the earliest possible date. The immediate supervisor must render a decision and reasons for the decision within two (2) working days.

Step 2. If the grievance is not satisfactorily resolved, the employee may submit the grievance in writing to his/her head of department (i.e., Dean or Director). This must be done within five (5) working days after the receipt of the decision in Step 1. The department head is to review the facts and render a decision and reasons for the decision in writing to the employee within five (5) working days after the receipt of the grievance.

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

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

Step 4b If the grievance is not satisfactorily resolved at Step 3 and concerns the administration or interpretation of this Agreement, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association or an arbitrator from the Illinois Educational Labor Mediation Roster which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 3 answer, then the grievance shall be deemed withdrawn.

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

- 2) The costs of such arbitration shall be borne equally by the Employer and the Union, except as otherwise provided by the rules promulgated by the Illinois Educational Labor Relations Board.

- 9.4 An employee has the right to representation at all steps of the grievance procedure.
- 9.5 If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.
- 9.6 A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.
- 9.7 No reprisal(s) shall be taken by the University against any employee because of his/her participation in a grievance.
- 9.8 When a grievant and/or his/her representative is required by Steps 1 through 4a of the above procedure to attend a meeting during his/her regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceeding at Step 4b.
- 9.9 A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.
- 9.10 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 X MISCELLANEOUS**

In conjunction with section 3.2, the parties agree to follow the Illinois Educational Labor Relations Act relating to union membership or non-membership, or lawful activities on behalf of the union.

Each month, the Employer will provide to the Union a list of all bargaining unit employees currently employed and active on the payroll. In addition, the Employer shall furnish to the Union the current seniority rosters applicable under the seniority provisions of this Agreement twice yearly.

The Union shall be permitted to offer a brief orientation of a new bargaining unit employee for the purposes of being introduced to the Union steward and for the Union to distribute a copy of the Union contract and explain Article 10 to the new bargaining unit employee. Such attendance by employees shall be on voluntary basis and during the employee's lunch period.

The Employer shall deduct the amount of dues and any authorized increase thereof set forth in the certification provided by the Union as provided in this Agreement, and shall remit such deductions

to the Union in accordance with the laws of the State of Illinois. Any revocation of dues authorization in a union must be done in accordance with the laws of the State of Illinois, the respective union's constitution and the terms of the membership-dues agreement between the Union and the member.

**ARTICLE XI  
CONTINUITY OF OPERATIONS**

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 XII  
EFFECTIVENESS OF AGREEMENT**

This Agreement shall be in full force and effect until July 31, 2025. It shall automatically be renewed from year to year past its scheduled expiration unless one of the parties notifies the other in writing at least sixty days prior to its expiration in the then current year of a desire to modify or terminate the Agreement.

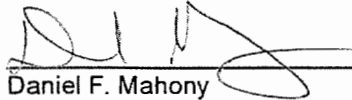
**ARTICLE XIII  
COMPLETE AGREEMENT**

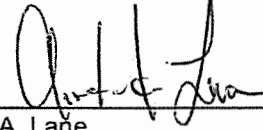
The parties acknowledge that during the negotiations which resulted in this agreement, each had the right and opportunity to make demands and proposals regarding any subject or matter not prohibited by law from the area of collective bargaining, and that the understandings and agreements arrived at by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



**SIGNATURES**

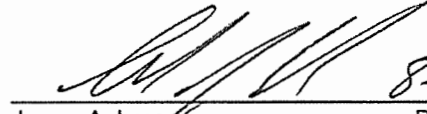
**Board of Trustees  
Southern Illinois University**

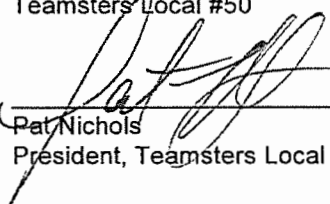
  
\_\_\_\_\_  
Daniel F. Mahony                      8/23/2023                      Date  
President, Southern Illinois University

  
\_\_\_\_\_  
Austin A. Lane                      8/22/23                      Date  
Chancellor,  
Southern Illinois University Carbondale

  
\_\_\_\_\_  
Susan Simmers                      8/17/2023                      Date  
Vice Chancellor for Administration and Finance

**Teamsters Local #50**

  
\_\_\_\_\_  
Jason Ashmore                      8-3-23                      Date  
Business Representative,  
Teamsters Local #50

  
\_\_\_\_\_  
Pat Nichols                      8/1/23                      Date  
President, Teamsters Local #50