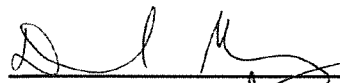


ADDENDUM TO THE AGREEMENT BETWEEN
Southern Illinois University
And
International Brotherhood of Electrical Workers Local Union No. 702
Representing
Building Automation Technician II
Electronic Engineering Assistant
Senior Electronic Technician

It is hereby mutually agreed that the terms and conditions of the collective bargaining agreement between the parties that expires June 30, 2022 be extended in full force and effect through June 30, 2025.

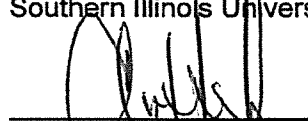
Board of Trustees
Southern Illinois University



Daniel F. Mahony, President
Southern Illinois University

7/8/2022

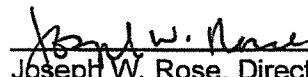
Date



Austin A. Lane, Chancellor
Southern Illinois University Carbondale

6/28/22

Date



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

6-6-2022


Date

IBEW Local 702



Steve Hughart
Business Manager

5/31/22



Tate Wright
Business Representative

5/17/22

**Addendum to the Agreement Between
Southern Illinois University
And
International Brotherhood of Electrical Workers Local Union No. 702
Representing
Building Automation Technician II
Electronic Engineering Assistant
Senior Electronic Technician**

It is hereby mutually agreed that the terms and conditions of the collective bargaining agreement between the parties that expires June 30, 2019 be extended in full force and effect through June 30, 2022.

BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

IBEW LOCAL 702

J. Kevin Dorsey 4/4/19
J. Kevin Dorsey, Interim President Date
Southern Illinois University

Steve Hughart 3/18/19
Steve Hughart Date
Business Manager

John M. Dunn 3/26/19
John M. Dunn, Interim Chancellor Date
Southern Illinois University Carbondale

Tate Wright 3/18/19
Tate Wright Date
Business Representative

Tracy Bennett 3-21-19
Tracy Bennett Date
Labor and Employee Relations
Southern Illinois University Carbondale

RECEIVED

APR 18 2019

ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

APPROVED
AS TO
LEGAL FORM

EW

AGREEMENT BETWEEN

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

AND

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL UNION NO. 702**

**BUILDING AUTOMATION TECHNICIAN II
ELECTRONIC ENGINEERING ASSISTANT
SENIOR ELECTRONIC TECHNICIAN**

EFFECTIVE

JULY 1, 2014 – JUNE 30, 2019

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into by and between the Board of Trustees of Southern Illinois University (hereinafter referred to as the Employer) and the International Brotherhood of Electrical Workers, Local Union No. 702 (hereinafter referred to as the Union) in behalf of employees of the Employer in the Civil Service classifications of Building Automation Technician II, Electrical Engineering Assistant, and Senior Electronic Technician.

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

ARTICLE 1 - LIMITATIONS

- (a) This Agreement is subject to: 1) applicable Federal and State laws, as they may be amended from time to time; 2) The Statute and Rules of the State Universities Civil Service System of Illinois, as they may be amended from time to time; 3) The rules and regulations of the State Universities Retirement System, as they may be amended from time to time; 4) the Bylaws, Statutes and Policies of the Board of Trustees of Southern Illinois University and as they may be amended from time to time, and 5) Public Act 83-1014, The Illinois Educational Labor Relations Act.
- (b) A classification title change will not remove employees from the negotiations unit as long as they are performing substantially the same work. Any new classification covering the same work will become a part of this Agreement.

ARTICLE 2 - NON DISCRIMINATION

- (a) The Employer agrees that there shall be no discrimination against officers and members of the Union by reason of their membership in the Union or by reason of their representing employees in the bargaining unit.
- (b) The Union shall have the right to appoint a steward where workmen are employed under terms of the Agreement. Such steward shall be allowed sufficient time to see that the provisions of this Agreement are observed on the job.

ARTICLE 3 - 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, lay off, 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 4 - GRIEVANCE PROCEDURE

- (a) A grievance is defined to be any dispute between the Employer and the Union or between the Employer and any employee(s) represented by the Union over (1) wages, hours, or other terms and conditions of employment, or (2) the administration or interpretation of this Agreement.
- (b) Any individual employee or a group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the Union as long as the adjustment is consistent with the terms of the collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.
- (c) It is preferable that grievances be resolved informally at the steps on which they occur. If this is not possible in any individual case, the following procedure will be observed:

Step 1. An employee and/or a representative of 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 University Labor Relations Office designee. This must be done within five (5) working days after the receipt of the decision in Step 2. The Labor Relations Office 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 Federal Mediation and Conciliation Service 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.

- a) The arbitrator shall have no power to alter the terms of this Agreement.
- b) The costs of such arbitration shall be borne equally by the Employer and the Union, except as otherwise provided by the rules promulgated by the Illinois Educational Labor Relations Board.

- (d) An employee has the right to representation at all steps of the grievance procedure.
- (e) A time extension(s) may be taken at any step of the grievance procedure by mutual consent of the Employer and the Union.
- (f) No reprisal(s) shall be taken by the Employer against any employee because of her/his participation in a grievance.
- (g) 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 person(s) 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.
- (h) A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.
- (i) All records related to a grievance shall be filed separately from the official personnel file of the employee. All record of a grievance shall be removed from grieving employee's departmental file one year after the initial filing of the grievance.

ARTICLE 5 - SENIORITY

- (a) 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.
- (b) The University will provide and post current seniority lists.

ARTICLE 6 - WORK DAY AND WORK WEEK

(1) ELECTRONIC ENGINEERING ASSISTANT AND SENIOR ELECTRONIC TECHNICIAN

- (a) The normal work day for the Electronic Engineering Assistant and the Senior Electronic Technician classifications will consist of seven and one half-hours between 7:00 a.m. and 5 p.m. Five such work days, Monday through Friday inclusive, shall constitute a normal work week of thirty seven and one-half hours. An exception to these schedule requirements may be mutually agreed to by an employee and his/her employing department.

(2) BUILDING AUTOMATION TECHNICIAN II

- (b) The normal work day for the Building Automation Technician II classification will consist of eight hours between 7:00 a.m. and 5 p.m. Five such work days, Monday through Friday inclusive, shall constitute a normal work week of forty hours. An exception to these schedule requirements may be mutually agreed to by an employee and his/her employing department.

ARTICLE 7 – OVERTIME

(1) ASSIGNMENT OF OVERTIME

When two or more employees are assigned to the same department and have interchangeable job skills and duties, overtime will be divided among those employees as equally and impartially as possible.

(2) OVERTIME COMPENSATION

- (a) Electronic Engineering Assistant: Employees in this classification shall be compensated for all hours worked in excess of seven and one-half hours in any one day or in excess of thirty seven and one-half hours in a workweek at one and one-half times the regular rate

of pay. Compensatory time off at the time and one-half rate instead of monetary payment may be mutually agreed to by the individual employee and the Employer. Overtime compensation will not be pyramided.

- (b) Senior Electronic Technician: Employees in this classification shall be compensated for all hours worked in excess of seven and one-half hours in any one day or in excess of thirty seven and one-half hours in a workweek at one and one-half times the regular rate of pay. Compensatory time off at the time and one-half rate instead of monetary payment may be mutually agreed to by the individual employee and the Employer. Overtime compensation will not be pyramided
- (c) Building Automation Technician II: Employees in this classification shall be compensated for all hours worked in excess of eight hours in any one day or in excess of forty hours in a workweek at one and one-half times the regular rate of pay. Compensatory time off at the time and one-half rate instead of monetary payment may be mutually agreed to by the individual employee and the Employer. Overtime compensation will not be pyramided.

ARTICLE 8 - CALL-BACK

An employee called back to work after having been released from his normal day's work or called to work on a regular day off shall be paid for a minimum of two hours at the applicable overtime rate.

ARTICLE 9 - MUTUAL CHANGES

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by the parties hereto.

ARTICLE 10 - RATES OF PAY

- (a) Effective July 1, 2014 the wage rate for the Senior Electronic Technician will be \$18.86 per hour. Effective July 1, 2014 through June 30, 2015, the wage rate for the Building Automation Technician II and the Electronic Engineering Assistant will be \$40.94 per hour.
- (b) Effective July 1, 2015, employees in the classifications of Building Automation Technician II and Electronic Engineering Assistant will be paid a wage rate equal to the Jackson County Prevailing Base Wage Rate for the Electrician Classification or what is certified by Labor and Employee Relations as the current rate for the Electrician Classification.

- (c) Employees in the Building Automation Technician II, Electronic Engineering Assistant, and Senior Electronic Technician classifications hired after October 15, 1989 will be paid according to the following schedule:

Length of Service to SIU-C	Wage Rate
During probationary period	60% of the rate in (a) above
After completing probation	65% of the rate in (a) above
After 2000 hours of service	70% of the rate in (a) above
After 3000 hours of service	75% of the rate in (a) above
After 4000 hours of service	80% of the rate in (a) above
After 5000 hours of service	84% of the rate in (a) above
After 6000 hours of service	88% of the rate in (a) above
After 7000 hours of service	92% of the rate in (a) above
After 8000 hours of service	96% of the rate in (a) above
After 9000 hours of service	100% of the rate in (a) above

"Hours of service" is defined as the hours in pay status exclusive of overtime, and shall be identical, for each individual, to the hours recorded for determining that person's seniority under the Civil Service Rules.

- (d) The Employer may choose to begin a newly hired Building Automation Technician II, Electronic Engineering Assistant, or Senior Electronic Technician at any level of the above schedule commensurate with qualifications the employee possesses in excess of those minima set forth in the Civil Service class specifications.
- (e) A premium rate for the "Supervising Building Automation Technician II" will be 5% above the journeyman Building Automation Technician II rate.

ARTICLE 11 - BENEFITS IN ADDITION TO WAGES

(1) INSURANCE

During the term of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with the Illinois State Employees Group Insurance Act of 1971, (5 ILCS 375-1), as amended from time to time. The parties agree to accept the terms and conditions of life and health insurance benefits, including costs to unit employees required for participation in the plan administered by

the Department of Central Management Services. Nothing herein shall preclude the University Joint Benefits committee from reviewing benefits and making advisory recommendations.

(2) EMPLOYER CONTROLLED BENEFITS

All benefits and privileges for employees covered by this Agreement shall remain the same as those provided other employees of the University as described in the Employees Handbook: (http://www.siuc.edu/~policies/employees_handbook/index.html)

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

Benefits under the control of the Employer will not be diminished during the life of this contract and improvements in such benefits will be made applicable to employees covered by this Agreement on the same date that such improvements are made applicable to Civil Service Range employees of the Employer.

ARTICLE 12 - EQUAL EMPLOYMENT OPPORTUNITY

It is agreed that there shall be no discrimination by the Union or the Employer against any employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any term or condition of employment for reasons of race, religion, color, sex, age, marital status, handicap, political affiliation, national origin, or veteran's status.

ARTICLE 13 - HEALTH AND SAFETY

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 regulation that are promulgated to implement applicable federal and state statutes concerning safety and health.

ARTICLE 14 - CONTINUITY OF OPERATION

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, 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 15 - FAIR SHARE

- (1) Pursuant to Section 11 of Public Act 83-1014, the Employer will deduct fair share fees from the pay of status employees, as defined by the Statute and Rules of the State Universities Civil Service System of Illinois, who are represented by the bargaining representative, subject to the following procedures and conditions:
 - a) The bargaining representative demonstrates to the Employer that a majority of the status employees in the bargaining unit are dues paying members of the bargaining representative;
 - b) The bargaining representative certifies to the Employer the amount of the fair share fee, such fee to comply with the requirements of Public Act 83-1014;
 - c) The bargaining representative certifies to the Employer the names of the status employees represented who shall be subject to the fair share fee payroll deduction;
 - d) The bargaining representative complies with applicable legal requirements in notifying status employees subject to fair share fee payroll deduction of: (a) the existence of this Article of this Agreement and Section 11, Public Act 83-1014, to which it is pursuant, (b) The amount of the fair share fee to be deducted from their wages, c) the payroll period for which the deduction will first take place, and d) the safeguard to the employee's right of non-association contained in Section 11, Public Act 83-1014;
 - e) Upon compliance by the bargaining representative with conditions (a) through (d) the Employer, for the first payroll period of the first month beginning after said compliance and continuing during the life of this Agreement and any extension thereof, will deduct from the wages of each status employee named as above the fair share fee certified as above. Usual and customary payroll deduction procedures will be followed. The monies so deducted shall then be remitted to the bargaining representative;
 - f) The bargaining representative shall notify the Employer in writing of any change in the fair share fee at least thirty days prior to its effective date;
 - g) The obligation to pay a fair share fee shall not apply to any employee who, on the basis of bona fide tenets or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the bargaining representative. Upon proper substantiation of the employee's objections and collection of the fee from the Employer, the bargaining representative will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization, in accordance with Public Act

83-1014 and the Rules and Regulations of the Illinois Educational Labor Relations Board.

- (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 16 – COMPLETE AGREEMENT

The provisions of this Agreement upon ratification, supersede all prior practices and agreements, whether written or oral, unless expressly stated in the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term. The parties each voluntarily and unqualifiedly waive any rights that otherwise exist under law to negotiate over any matter during the term of this Agreement that is covered or referred to in said Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to said matters. Subject matters not referred to in this Agreement or statutes applicable to matter covered by this Agreement shall not be considered as part of the Agreement and shall remain exclusive Board prerogatives, subject only to the provisions of the next paragraph if any such prerogatives concern mandatory subjects of bargaining.

This Article does not waive the Association's right to bargain over any mandatory subject of bargaining that is not covered or referred to in this Agreement if the Board is considering a change during the term of this Agreement.

ARTICLE 17- EFFECTIVENESS OF AGREEMENT

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

This Agreement shall remain in full force and effect until midnight, June 30, 2019 and if neither party gives notice of a desire to modify, shall automatically be renewed and shall continue in full force and effect from year to year until one party gives notice of a desire to modify. Notice of a desire to modify by either party shall be in writing and shall be presented not more than 120 and not less than 60 days prior to July 1, 2019, or any subsequent anniversary date of this Agreement. The Employer and Union recognize a joint responsibility to provide continuing service to the end that educational processes not be interrupted. If during the course of negotiations, a work stoppage becomes likely, every effort shall be made by the Employer and Union to resolve the dispute. In accomplishing this service, all available processes shall be utilized including the mediation service of the Department of Labor, State of Illinois and any other procedures upon which the Employer and Union shall agree. During such negotiations this Agreement shall remain in full force and effect, except that during such negotiations subsequent to the expiration

date of this Agreement, and should the above mediation services fail, either party, on ten days' notice to the other, may terminate this Agreement.

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

LOCAL UNION #702 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

Randy J. Dunn 8/27/15
Randy J. Dunn Date
Acting Chancellor
Southern Illinois University

Steve Hughart 8-12-15
Steve Hughart Date
Business Manager

Dennis Peterson 8-7-15
Dennis Peterson Date
Business Representative

APPROVED
AS TO
LEGAL FORM
[Signature]

