

AGREEMENT BETWEEN

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

AND

**LOCAL #318 OF THE
INTERNATIONAL UNION OF OPERATING ENGINEERS**

**Automotive Foreman
Maintenance Equipment Operator**

April 1, 2017 – June 30, 2019

RECEIVED

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**ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD**

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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 #318 (or successors), International Union of Operating, 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 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 – MANANGEMENT 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, layoff, 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

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

Automotive Foreman
Maintenance Equipment Operator

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.

- 2.2 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. The parties also agree that any claim of discrimination based on race, creed, color, national origin, sex, sexual preference, political affiliation, marital status, age or disability will not be grievable, but an aggrieved party shall file any claim of discrimination with the appropriate federal or state agency.

This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans with Disabilities Act (ADA). If a proposed accommodation will conflict with an express provision of the Agreement, the parties, if either requests, shall meet to discuss the proposed accommodation.

The parties agree that any accommodation made by the Employer or the Union with respect to job duties or any other term or condition of employment shall apply only to the person accommodated 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.

- 2.3 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 regulation that are promulgated to implement applicable federal and state statutes concerning safety and health.
- 2.4 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.

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 April 1, 2017, employees covered by this agreement will receive a wage increase equal to the amount appropriated for wages generally and the amount reallocated by the Employer for increases for Civil Service range employees.

Effective July 1, 2018, employees covered by this agreement will receive a wage increase equal to the amount appropriated for wages generally and the amount reallocated by the Employer for increases for Civil Service range employees.

Upon ratification or implementation of this agreement the wage rates for the classifications covered by this Agreement will be as follows:

- (a) The Automotive Foreman rate will be 9.5% above that of the Maintenance Equipment Operator.
- (b) Shift Differential – A shift differential of 0.30¢ per hour shall apply to a second shift that begin at 12:01 p.m. or later, or early morning shifts that begin a minimum of one hour before regular stating time.
- (c) 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 four (4) hours of work at the overtime rate.
- (d) In addition to the regular hourly wage rate, a premium wage rate of .60¢ per hour shall be awarded to members of the bargaining unit operating the construction equipment, (defined as coal yard loader, track hoe, back hoe, or mini-excavator) for all hours worked on the above referenced equipment. The University reserves the right to determine the eligibility of those employees based on certifications, experience and work history.

ARTICLE VI – BENEFITS IN ADDITION TO WAGES

6.1 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.

6.2 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. 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).
- (c) 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.
- (d) 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.
- (e) 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.

6.3 Vacation

- (a) Effective July 1, 1989, employees covered by this Agreement will earn vacation in accordance with the State Universities Civil Service System schedule located at <http://www.sucss.illinois.gov/documents/Boards/MB/policy>
- (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.

6.4 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 in accordance with University policy.
- (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) 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.
- (f) The parties agree to follow the University policy relating to Extended Sick Leave Benefits for employees in the bargaining unit.
- (g) 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.

6.5 Bereavement Leave

Employees in the bargaining unit shall receive bereavement leave in accordance with University policy.

6.6 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.

6.7 Military Leave

The parties agree to follow the appropriate federal and state laws relating to military leave.

6.8 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 .

6.9 Administrative Closure

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

- (a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.
- (b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked.
- (c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half times their regular rates of pay for the hours worked.
- (d) Furlough and Unpaid Administrative Closure Days: In the event the Employer declares furloughs are necessary, or 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.
- (e) 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.

- (f) **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.
- (g) **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.
- (h) Employees will not be allowed to use accrued benefit time on unpaid closure days.
- (i) **Effect of Furloughs and Unpaid Administrative Closure Days on Benefits:**
 - 1. Furloughs and 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 furloughs and unpaid closure days.
- (j) 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.
- (k) Employees will be notified as soon as the need for a furlough or closure is determined, but no less than two weeks in advance of the date of the closure.
- (l) Employees may not report to work on an unpaid closure day unless specifically required to do so by their Dept. Head as essential personnel.
- (m) Furloughs and 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. The parties agree that the administration of furlough and unpaid administrative closure days will be consistent throughout Plant & Service Operations and civil service employees generally, excluding ACsE represented employees.

6.10 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. The parties agree that this Section becomes inapplicable in the event the University adopts a Summer flexible schedule. The parties

agree that if work hours are flexed to allow a shorter day any day of the week, overtime rates will occur after the pre-agreed flex hours have been worked for each day during that flex week.

- 7.2 For all employees covered by this Agreement, regularly assigned work hours and 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.
- 7.3 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

- 8.1 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.
- 8.2 Employee Notice: In the event the Employer determines that a permanent position must be laid off because of financial constraints or the functions of the position are no longer needed on a full-time basis in a work unit, the Employee will be notified, in writing, of the pending action. The Employee must be notified, in writing, at least thirty (30) calendar days in advance of the effective date of layoff.

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 five (5) 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, 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.

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 – DUES DEDUCT & FAIR SHARE

Upon receipt of a written and signed authorization form from an employee, the University shall deduct the amount of union administrative dues set forth in such form and any increase thereof, and shall remit such deductions monthly to the International Union of Operating Engineers, Local 318 at the address designated by the union and in accordance with the laws of the State of Illinois. This paragraph is not to become effective until July 1, 2019.

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:

- (1) 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;
- (2) 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;
- (3) 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;
- (4) The bargaining representative notifies, in writing with copies to the Employer, the individual 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;

- (5) Upon compliance by the bargaining representative with conditions (1) through (4) 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;
- (6) 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;
- (7) The obligation to pay a fair share fee shall not apply to any employee who, on the basis of bona fide religious 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. The parties agree to abide by the rules of the Illinois Educational Labor Relations Board concerning any such objection.
- (8) The bargaining representative shall indemnify and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished hereunder.

ARTICLE XI – 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 (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 June 30, 2019. Either party may, in writing, reopen the contract for negotiations within sixty (60) days from the expiration of the agreement. For purposes of this Article, an electronic transmission will be considered as written.

ARTICLE XIII – EXTRA HELP HIRING

The parties agree that extra help may be employed by the University on a temporary basis from time to time. The parties agree that when extra help employees are hired, the University will hire on a 50% basis from the International Union of Operating Engineers 318, Local 318, and the remaining 50% will be at the University’s sole discretion. For purposes of the initial hire, the parties agree to make the first extra help temporary hire from the Operating Engineers.

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.

W. Bradley Colwell 4/18/17
Date
Interim Chancellor, SIU Carbondale

Dee Stahlhut 4-17-17
Date
Business Agent, Local No. 318

Tracy Bennett 4-17-17
Date
Labor and Employee Relations
SIU Carbondale

Norman Winters 4-17-17
Date
President, Local No. 318

APPROVED
AS TO
LEGAL FORM

EJA