



Agreement Between Board of Trustees and The Association of Civil Service Employees

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

AND

THE ASSOCIATION OF CIVIL SERVICE EMPLOYEES
(ACsE)/IEA-NEA

July 1, 2014 through June 30, 2019

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ILLINOIS EDUCATIONAL LABOR
RELATIONS BOARD • SPRINGFIELD

APPROVED
AS TO
LEGAL FORM

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BY AND BETWEEN SIU BOARD OF TRUSTEES AND ACsE/IEA-NEA

This Agreement is made and entered into by and between the Board of Trustees governing Southern Illinois University Carbondale (hereinafter referred to as the Employer) and certain civil service employees of Southern Illinois University Carbondale represented by the Association of Civil Service Employees (ACsE)/IEA-NEA (hereinafter referred to as the Association).

ARTICLE 1

RECOGNITION

- 1.1 Recognition: The Board of Trustees recognizes the Association of Civil Service Employees–Illinois Education Association–National Education Association as the sole and exclusive bargaining agent for all classifications referred to in Appendix A of this Agreement.
- 1.2 Definition: The term “Employer” shall hereinafter be defined to be the Board of Trustees governing Southern Illinois University Carbondale. The term “Employee” shall hereinafter be defined as any permanent and continuous employee or promotional trainee in a status position, excluding contractual appointments by the University within any of the classifications referred to in Appendix A of this Agreement.
- 1.3 Statutory Authority: This Agreement is authorized by Section 36-d of the Illinois Statute that established the State Universities Civil Service System of Illinois (SHA, Chapter 24 1/2, Section 38-b [3]), and in accordance with the 115 ILCS 5/1 et.seq. (formerly Public Act 83-1014), the Illinois Educational Labor Relations Act.
- 1.4 Representation: Representation shall be determined in accordance with 115 ILCS 5/1 et.seq. (formerly Public Act 83-1014), the Illinois Educational Labor Relations Act and the Illinois Educational Labor Relations Board Rules and Regulations.
- 1.5 Status of New or Changed Classifications: If a new classification is a successor title to a classification covered by this Agreement, with no substantial change in duties, the new classification shall automatically become part of this Agreement.

When a proposed change in the specifications for a classification represented by the Association is circulated for review and comment by the State Universities Civil Service System, the University will supply a copy of the proposal to the president of the Association.

- 1.6 Flex-Year Employee Classification Change: No classification change shall be instituted for an Employee in a flex-year position while that person is not in active pay status unless such change is directed by the Civil Service System.

ARTICLE 2

PURPOSE OF AGREEMENT

- 2.1 Purpose and Intent: It is the purpose and intent of this Agreement to promote a sound and mutually beneficial relationship between the Employer and the Association. The Employer and the Association are committed to the uninterrupted effective performance of teaching, research, and public functions of Southern Illinois University Carbondale, subject to any changes in state or other laws or policies applicable to Southern Illinois University Carbondale. The Association will strive to maintain these functions through the performance of the regularly assigned and related duties of the Classifications covered by this Agreement.

ARTICLE 3

AGREEMENT AND BOARD POLICY

- 3.1 Status of Agreement: This Agreement shall not violate (1) applicable federal and state laws and as they may be amended from time to time; (2) statutes 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 bylaws, statutes, and policies of the Board of Trustees governing Southern Illinois University Carbondale and as they may be amended from time to time.
- 3.2 Conflict with Agreement: In the event of conflict among any of the foregoing as enumerated in Section 3.1 and any provisions of this Agreement, the foregoing shall prevail except where a deviation from the same, expressly recognized herein, is agreed on in express terms hereunder.
- 3.3 Impact of Benefit Changes: Whenever any rights or benefits accorded Employees of Southern Illinois University Carbondale under the Board of Trustees' policies or state laws that apply to universities exceed the benefits accorded Employees elsewhere in this Agreement, the University agrees to inform the Association of any such changes and, upon request, will meet and discuss with the Association the impact of such changes.

ARTICLE 4

EFFECT OF AGREEMENT

- 4.1 Zipper Clause: 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.

The parties each voluntarily and unqualifiedly waive any rights that otherwise exist under law to negotiate over any matter during the terms 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 matters covered by this Agreement shall not be considered as part of the Agreement and shall remain exclusive Employer 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 Employer is considering a change during the term of this Agreement.

4.2 Savings Clause: 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.

4.3 No Strike/No Lockout: During the term of this Agreement, neither the Association nor its officers or agents, nor members covered by this Agreement, will authorize, institute, engage in, 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 Association, its members, or representatives, the Association shall, upon notice from the Employer, immediately direct such Association 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 Employer nor its administrative agents will lock out members of the Association during the term of this Agreement as a result of a labor dispute with the Association. In the event of any violations of any provisions of this section by the Employer or its administrative agents, the Employer shall, upon notice from the Association, 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.

4.4 Non-waiver of Negotiations: Nothing contained herein shall be construed as a waiver by the Association of the right to negotiate on behalf of Employees as provided for in 115 ILCS 5/1 et.seq. (formerly Public Act 83-1014).

ARTICLE 5

ASSOCIATION RIGHTS

- 5.1 Non-discrimination/Non-coercion: The Employer and the Association agree there shall be no discrimination against nor coercion of any Employee regarding Association membership; that Association membership is entirely a matter of the Employee's free choice and determination. Further, the Employer agrees there will be no discrimination against representatives or officers of the Association who may be engaged in the negotiation of agreements or the adjustment of grievances.
- 5.2 Association Staff / Officer / Member Access: The University agrees that Association staff representatives of the Illinois Education Association–National Education Association shall have reasonable access to the premises of Southern Illinois University Carbondale, giving notice upon arrival to the Department of Human Resources, which shall be responsible for informing appropriate supervisors as to IEA-NEA staff presence on campus. Such visitations shall be related to the enforcement of any provisions in this Agreement. No Association officers, members, and/or designated staff representatives shall be denied reasonable access to members in any classification in the bargaining unit in order to carry out the Association's business in connection with this Agreement. The Association agrees that such activities shall not interfere with the operational requirements of the University. By arrangement with the University, Association staff representatives or the Association's chief officer or her or his designee may call an emergency meeting to present, resolve, or clarify a contractual or other work-related problem.
- 5.3 Release Time for Association Activities:
- (a) Grievance Release Time — An Association representative with permission of proper authority may leave assigned work to investigate and process an alleged grievance filed in accordance with this Agreement. The Association representative shall complete a *Report of Absence with Pay* form indicating the date, time, and reason for the absence. The representative shall be in a non-pay status while so occupied if the above procedure is not followed.
 - (b) Negotiations/Labor-Management Release Time — Elected Association officers or appointees to negotiations and labor management committees shall be granted reasonable release time for legitimate performance of their duties, provided the individual representative gives prior notification to his or her supervisor of plans to attend scheduled meetings with University officials. If the supervisor objects to the absence due to operational needs, the supervisor shall notify Labor and Employee Relations. When necessary, Labor and Employee Relations will reschedule the meeting. The number and names of Association representatives shall be mutually pre-arranged prior to any scheduled meeting.
 - (c) Executive Committee Release Time — The executive committee members will be allowed two (2) hours per month of paid release time to attend the monthly executive committee meeting, provided the individual members make arrangements with their supervisor prior to attending the meeting. All time over and above two (2) hours shall be charged against their vacation or may be made up with supervisor approval.

- (d) Other Release Time — Upon request of the Association President, other release time may be granted by the Director of Labor and Employee Relations on a case-by-case, non-precedent setting basis under the same procedures and terms as in (b) above.
 - (e) Board of Trustees Meeting Release Time — The Association President shall be allowed time off with pay to attend the regularly scheduled meetings of the Board of Trustees as a member of the general audience.
- 5.4 Representative Assembly Delegates: Up to seven elected delegates to the annual representative assemblies of the Illinois Education Association and National Education Association shall each be allowed up to five days of vacation or absence without pay to represent the Association at the assembly to which they were duly-elected to attend.
- 5.5 Bargaining Unit Lists: A list of ACsE members will be provided annually to the Association President. In addition, a monthly list of all newly hired, transferred, and terminated bargaining unit members will be provided.
- 5.6 Staff Orientation Portfolios: The University agrees that a list of classifications represented by ACsE/IEA-NEA is to be included in the SIU faculty and staff orientation portfolio given to all new Civil Service Employees represented by the Association.
- 5.7 Quarterly Meetings: Upon request of either party, it is agreed that a quarterly meeting will be held between ACsE/IEA-NEA and representatives of the University to discuss auditing, classification, and contract administration issues. A maximum of four campus Association representatives shall attend.
- 5.8 Payroll Deductions: During the term of this Agreement, the Employer agrees to deduct from the check of each Employee, upon receipt of an initial written authorization from that Employee, the amount required for Association membership. Such authorization must be received by the appropriate Human Resource office ten (10) business days prior to the payroll in which the first deduction is to be made and can be revoked only by means of written notice to the Association Treasurer and the Executive Director of Administration and Finance (or designee). The Association shall be notified of the appropriate designee.

The Employer agrees to remit such deductions to the Treasurer of the Association within ten (10) business days of such deduction.

If an Employee has no earnings due for a given period, the Association shall be responsible for collecting such member's amount due for that period. The Association will notify, in writing, the Executive Director of Administration and Finance (or designee) of the exact amount of the regular membership dues amount to be deducted. If an improper deduction is made and paid to the Association, the Association shall refund any such amount directly to the member involved.

- 5.9 Fair Share Payments: Pursuant to Section 11 of 115 ILCS 5/1 et seq. (formerly Public Act 83-1014), the Employer will deduct fair share fees from the pay of status Employees, as

defined by the Statutes and Rules of the State Universities Civil Service System of Illinois, who are represented by the Association, subject to the following procedures and conditions:

1. This article shall become effective upon evidence to the Employer of fifty per cent (50%) or more of the members of this bargaining unit becoming members of the Association.
2. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Section, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. Any such fair share fee shall be in accordance and compliance with Section 11 of the Illinois Educational Labor Relations Act (115 ILCS 5/1).
3. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Employer shall deduct the fair share fee from the wages of the non-member. The Association will supply a list of unpaid Fair Share payers to the Employer and the amount of such fair share fee.
4. Such fee shall be paid to the Association by the Employer no later than ten (10) business days following deduction.
5. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.
6. The Association agrees that, in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

7. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 5.10 Printing of Agreement: It is agreed that the Association will be responsible for printing the collective bargaining agreement for distribution to Employees and University departments. The University will distribute the contracts to both unit members and appropriate management staff.
- 5.11 Job Openings: Listings of Civil Service, Administrative/Professional and Faculty position vacancies are available to the public on the Jobs and Careers page of the University website. In addition, a list of continuous posting Civil Service classifications are available via the Human Resource website. Current employees may test for any classification active for use by Southern Illinois University Carbondale for which the employee meets the minimum qualification. Testing may occur even if there are no open positions.
- 5.12 Association Office Space: The University agrees to work with the Association to identify University office spaces which are available for lease. If appropriate space is located, the Association will be permitted to lease University-owned spaces under the same terms, lease amounts, and conditions of the other lessees.
- 5.13. Association Orientation: During regular New Employee Orientation sessions, the University agrees to make available to any covered new employee, written materials provided by the Association concerning their rights and obligations under this agreement and information concerning Association membership.

In addition, the Association's UniServ Director from the Illinois Education Association–National Education Association, or an appropriate designee, shall be allowed to meet once with a new employee for up to one (1) hour for the purpose of explaining the employee's rights and obligations under this agreement, and present information concerning Association membership. The meeting shall occur within 90 days of the Board's notification to the Association, and the employee shall utilize their 30 minute lunch period and be granted up to 30 minutes of paid release time in order to voluntarily attend this meeting. The employee's attendance at such meeting must be pre-approved by the appropriate supervisor. An employee's request to meet with the Association pursuant to this Section shall not be unreasonably denied by their supervisor.

ARTICLE 6

MANAGEMENT RIGHTS

- 6.1 Employer 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 association; 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; establish its policies, goals, and objectives; establish, consolidate, merge or eliminate programs; ensure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required. If a layoff is determined necessary by the Board, the impact of such layoff will be bargained with the Association; 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 7

NONDISCRIMINATION

- 7.1 Sexual Harassment Policy: This Agreement shall incorporate the University-wide Sexual Harassment Policy. Employees covered under this Agreement may use the Association's grievance procedure in the handling of sexual harassment complaints.
- 7.2 Nondiscrimination Policy: It is agreed that there shall be no discrimination by the Association or the Employer against any Employee or applicant for employment with respect to hiring, firing, rate of pay, work assignment, or any other term or condition of employment for reasons of race, religion, color, sex, age, sexual preference, marital status, national origin, political affiliation, disability, or veterans status.
- 7.3 Americans with Disabilities Act and Accommodations: 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. If a proposed accommodation will conflict with an express provision of this 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 Association 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 on by any person for any purpose at any time.

- 7.4 Health and Safety: The University shall comply with applicable federal or state health and safety statutes. The Employees shall comply with all applicable University rules and regulations that are promulgated to implement applicable federal and state statutes concerning safety and health.

ARTICLE 8

GRIEVANCE PROCEDURE

- 8.1 Definition of Grievance: A grievance is defined to be any dispute between the Employer and the Association or between the Employer and any Employee or Employees represented by the Association over (1) wages, hours, or other terms and conditions of employment or (2) the administration or interpretation of this Agreement.
- 8.2 Adjustment of Grievance: 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 bargaining representative 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.
- 8.3 Grievance Procedural Steps: 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, or an Employee and a representative, or a representative with written authorization from the Employee, shall first present any such matter to the immediate supervisor. This step must be taken within 45 working days of the time that the Employee became aware or should have become aware of the problem. 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 her or his head of department (i.e., Dean or Director). This must be done within five (5) working days after the receipt of the decision in Step 1. The department head is to review the facts and render a decision and reasons for the decision in writing to the Employee within five (5) working days after the receipt of the grievance.

STEP 3. If the grievance is not satisfactorily resolved at Step 2, the grievance may be submitted in writing to the Labor and Employee Relations Office or designee. This must be done within five (5) working days after the receipt of the decision in Step 2. The Office of Labor and Employee Relations shall arrange a meeting with both the Employee and her or 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 or Employees or the Association shall, if the matter is to be pursued, present the issue or issues involved in the grievance to the Director of the System for resolution. The Civil Service System shall be the final arbitrator of any such dispute. However, in the event the Director of the System declines to review the grievance, it may be submitted for arbitration under Step 4b.

STEP 4b. If the grievance is not satisfactorily resolved at Step 3 and does not involve application or interpretation of the Statutes and Rules of the State Universities Civil Service System of Illinois, or if the Director of the System has declined to review the grievance under Step 4a, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association or an arbitrator from the Illinois Education Labor Mediation Roster, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step 3 answer, or the date when the Director of the System states that he declines to review the grievance, 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 Association, except as otherwise provided by the rules promulgated by the Illinois Educational Labor Relations Board.

- 8.4 Rights to Representation: An Employee has the right to representation at all steps of the grievance procedure.
- 8.5 Automatic Step: If no answer is received at any step within the specified time, the grievance shall automatically go to the next step.
- 8.6 Time Extensions: A time extension or time extensions may be taken at any step of the grievance procedure by mutual consent of the Employer and the Association.
- 8.7 No Reprisals: No reprisal shall be taken by the University against any Employee because of her or his participation in a grievance.
- 8.8 Release Time: When a grievant or her or his representative is required by Steps 1 through 4a of the above procedure to attend a meeting during her or his regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceedings at Step 4b.

- 8.9 Withdrawal of Grievance: A grievance may be withdrawn at any step. Such withdrawal shall not constitute a determination of the merits of the grievance.
- 8.10 Grievance Records: 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 9

JURISDICTIONAL DISPUTES

- 9.1 Resolution of Jurisdictional Disputes: In case of jurisdictional disputes arising between representatives of this Association and other associations, it is understood that such differences shall be settled among the associations concerned and the Employer, and that the Employer will not make any changes in an already established work assignment practice until there has been an agreement on the part of all associations concerned and the Employer 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 associations in expediting in every way possible the matter of final decision.
- 9.2 Reserve Rights and Prevailing Practice: The Employer reserves the right of decision, pending settlement among the associations concerned, as to the work assignment and declares that such decisions will be based not only on association agreements as above mentioned but also on local prevailing practice covering the work.

ARTICLE 10

DISCIPLINARY ACTION

The University and the Association agree with the use of a progressive and corrective disciplinary action system that is implemented in an environment of mutual respect and that provides appropriate due process.

- 10.1 Representation Rights: When an Employee represented by the Association is required to appear for an investigatory interview with any representative or representatives of the Employer, and the Employee holds a reasonable belief that the interview may result in disciplinary action against her or him, the Employee's request that a representative of the Association be allowed to be present at the interview will be honored. The Association will provide a trained grievance representative in a timely manner, in order to not cause an unreasonable delay in the interview process.

- 10.2 Notification and Schedule of Meetings: Except in an emergency, as defined by Civil Service Rule 11.5b(2), the Employer will, prior to serving a Disciplinary Suspension Notice or making Written Charges for Discharge on an Employee represented by the Association:
- (a) notify the Employee and the Association in writing of the contemplated disciplinary action and the specific problem leading to it;
 - (b) schedule a meeting between the Employee and a representative of his or her choosing and appropriate supervisory representatives (including the supervisor who initiated the action and the Director of Labor and Employee Relations) from the area of responsibility in which the Employee works. At this meeting, the Employee shall be given the opportunity to speak to the issue or incident for which disciplinary action is contemplated. This meeting may also provide the opportunity to resolve the issue or incident leading to the recommended discipline. The notice specified in (a) will allow a period of at least three (3) business days for the Employee or his or her representative to request this meeting.
 - (c) If the Employee does not request Association representation, an Association representative shall, nevertheless, be entitled to be present as a non-participant observer at such meetings.
 - (d) In case of an emergency suspension of an Employee represented by the Association, the Employer will notify the Association of the action at the earliest opportunity.
- 10.3 Forms of Disciplinary Action: The University utilizes a progressive disciplinary action program to assist in the correction of unacceptable behavior and performance issues. As such, the University may take formal disciplinary action short of discharge against an Employee ranging in degree of severity from a written reprimand to the maximum 30-calendar-day suspension from work without pay. The University may also initiate proceedings before the Merit Board for discharge for cause (Statute and Rules, 250.110.e-f). When determining the appropriate level of disciplinary action, the University will consult the current "Guidelines for Progressive Disciplinary Action-Civil Service Employees." (Appendix D)
- 10.4 Disciplinary History: Upon written request by an Employee, the Director of Labor and Employee Relations will review a written reprimand that has been in the Employee's official personnel file for a period of at least 24 months, and determine if such reprimand should be removed from the Employee's official personnel file. Requests for removals shall not be unreasonably denied. Such written request shall not be made more than 90 days prior to the 24-month anniversary date of the written reprimand.
- 10.5 Records: When considering appropriate disciplinary action, the Director of Labor and Employee Relations shall only consider the instant issue(s) and any prior disciplinary incident(s) formally documented with the Office of Labor and Employee Relations and/or

Human Resources. Informal documents or files kept by supervisors in the local unit shall not be considered when determining appropriate disciplinary action.

ARTICLE 11

LEAVES

- 11.1 Sick Leave Accrual: Employees in pay status covered by this Agreement will earn one (1) sick leave day per month to a maximum of twelve (12) days per year. Sick leave accrual will be proportionate to the percentage of full-time equivalent employment. 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 accrued sick leave that may be accumulated, nor minimal increment on the time reported.
- 11.2 Use of Sick Leave/Definitions: Sick leave compensation will be at the normal rate of pay. Employees may use their 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 or household. For these purposes, the immediate family is defined as spouse, domestic partner, child, and parent. "Household" includes anyone who maintains a family relationship with an Employee and lives in the Employee's home.
- 11.3 Misuse of Sick Leave: Employees who misuse sick leave may be suspended or discharged. An Employee's supervisors or the Department 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.
- 11.4 Sick Leave Application to Work Schedule: Sick leave benefits will apply only to an Employee's regular work schedule.
- 11.5 Order of Sick Leave Usage: 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.
- 11.6 Payment for Unused Sick Leave: 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 that was accrued between January 1, 1984, and December 31, 1997.

11.7 Extended Sick Leave Benefits: In addition to the regular sick leave governed by 11.1 through 11.6 above, each Employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty (20) workdays per fiscal year (July 1–June 30). ESLB will be proportionate to the percentage of full-time equivalent employment. Employees must have worked at least six (6) months in a status position to be eligible for the benefit. Any absence that qualifies for leave according to the Family and Medical Leave Act (FMLA) will be eligible for ESLB with proper documentation. The leave must be approved by Human Resources for the Employee to use the ESLB. Extended sick leave may be used intermittently and for an illness or injury of a member of the immediate family in accordance with FMLA guidelines. “Immediate family” includes spouse, domestic partner, child, and parent. An Employee who wants to use the ESLB must supply acceptable medical evidence of such illness or injury that requires 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.

Extended sick leave may not be carried over from one fiscal year into the next. If an absence covered by extended sick leave extends from one fiscal year into another, the Employee must return to work before becoming eligible for an additional twenty (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 twelve (12) week family and medical leave entitlement.

Effective July 1, 2008, the definition of immediate family in this sub-section shall be the same as the definition of immediate family or household as provided in 11.2.

11.8 Required Medical Examination: The Employer reserves the right to require an Employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining whether the Employee is physically and/or mentally fit to perform the duties of his position.

11.9 Bereavement Leave: Upon request, an eligible Employee shall be granted, without loss of pay, bereavement leave of up to three (3) 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 the immediate family of the domestic partner, as defined above. Household includes anyone maintaining a family relationship and 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.

- 11.10 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 or her normal compensation. All Employees covered by this Article shall return to their respective duties if at least two (2) hours remain on their shift EXCEPT that a night shift Employee is not required to report back for the remainder of his or her shift while actually serving on jury duty. At times when the court or other tribunal is not in session, all Employees covered by this unit are 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.
- 11.11 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 (10) 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 twenty (20) working days per fiscal year.

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

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

- 11.12 Return from Military Leave: An Employee is entitled to the right of continued employment or reinstatement after performing military service as provided under federal and state law.
- 11.13 Leave of Absence: A leave of absence without pay for reasons other than disability may be granted with approval of the Employee's departmental executive officer and with the concurrence of Human Resources.

- 11.14 Release for Voting: An Employee will be excused for a period of not to exceed two (2) hours, without pay, to vote in any national, state, or local election, provided the Employee is scheduled to work more than four (4) hours during the hours the polls are open.

ARTICLE 12

HOLIDAYS, VACATION, AND ADMINISTRATIVE CLOSURE

- 12.1 Recognized/Designated Holidays: The Employer recognizes the following as holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day, and five (5) days designated by the Chancellor of the University prior to the beginning of the fiscal year. Martin Luther King Day shall be one of the Chancellor's designated holidays.
- 12.2 Regular Compensation for Holidays: Employees covered by this Agreement will be compensated for the holidays cited in 12.1 at their regular rates of pay. Part-time Employees will be compensated proportionately to their percentages of appointment.
- 12.3 Overtime/Holiday Pay: An Employee required to work on a holiday(s) cited in 12.1 will be compensated one and one-half times the regular rate of pay, in addition to the holiday pay provided in 12.2.
- 12.4 Holidays on Saturday/Sunday: When one of the six recognized holidays listed in 12.1 falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one of the six holidays listed in 12.1 falls on a Sunday, the Monday following it will be recognized as that holiday.
- 12.5 Holiday for Irregular Workweek: 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 or her regular rate as provided by 12.2 or (2) the scheduled day nearest the recognized holiday as a substitute holiday.
- 12.6 Pay Status Eligibility for Holiday Pay: For an Employee to receive compensation for a holiday, he or she must be in pay status the last scheduled workday before the holiday and the first scheduled workday after the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.
- 12.7 Vacation Accrual: Effective July 1, 1989, Employees covered by this Agreement will earn vacation in accordance with the following schedule:

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

12.8 Maximum Vacation Accrual: An Employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two (2) year period at his current rate of accrual. Vacation will continue to accrue while an Employee is using vacation credits (and sick leave credits, if applicable) that were available at the beginning of a period of approved vacation.

12.9 Vacation Approval: The Employer will grant vacations insofar as is possible in accordance with Employee's preference. However, the approval of each vacation request will be at the discretion of the departmental executive officer and as operations permit.

The Employee may use up to three (3) vacation days per year for personal reasons without signed prior approval, provided the Employee calls their immediate supervisor (or designee) prior to the start of the Employee's work shift.

12.10 Change of Status and Pay for Accrued Vacation: 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.

12.11 Paid Administrative Closure Days and Pay Status: 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 Not Required to Work: Employees regularly scheduled to work but not required to work during the paid administrative closure will be paid their regular wages.
 - (b) Employees Required to Work: Employees regularly scheduled to work and required to work during the paid administrative closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual Employee's option.
 - (c) Overtime Pay for Required Work: Employees not regularly scheduled to work who are required to work on an overtime basis during the paid administrative closure will be compensated at two and one-half (2½) times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.
 - (d) Minimum Work/Equivalent Pay Requirement: The minimum work or equivalent pay requirement of Article 14.8 applies to duty required during a paid administrative closure.
- 12.12 Personnel Cost Reductions: For the duration of this Agreement, in the event that the Employer declares the need to reduce personnel costs due to budgetary constraints, it is understood and agreed that such cost reductions will not be realized through the use of unpaid administrative closures unpaid leave days, or any other general across the board wage reduction but rather through other means available in this Agreement.

ARTICLE 13

EMPLOYEE BENEFITS

- 13.1 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.

For Employees covered under this Agreement who have less than a fiscal year appointment, the cost of health and dental insurance and basic life insurance for the Employee shall be covered by the Employer for the summer months when the Employee is not on active payroll.

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

- 13.2 Tuition Waiver for Employees: 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.
- 13.3 Sick Leave Payout – Irrevocable Notice of Retirement: If an employee covered by this Agreement submits an irrevocable notice to retire on or before August 31st of any year covered by this agreement, such employee shall have the right, pursuant to Public Act 92-0599, to request that unused sick leave that can be used for a sick leave buyout (i.e., one-half of the unused accrued sick leave earned between January 1, 1984 and December 31, 1997) be paid out at the employee’s current rate of pay for a period of up to two SURS academic years (September 1 – August 31) of employment prior to retirement, subject to the SURS 20% limitation and applicable SURS guidelines governing such sick leave buyouts. Any unused sick leave days that an employee requests be bought out, pursuant to Public Act 92-0599 and the provisions of this section, cannot be used as sick leave for any other purpose.

ARTICLE 14

EMPLOYEE WORK RULES AND CONDITIONS

- 14.1 Work Schedule and Operational Need: The Employer shall determine schedule requirements on the basis of the operational needs of the institution.
- 14.2 Normal Workday: The workday shall normally consist of seven and one-half (7½) hours of work. The workday is a fixed and regularly recurring period of twenty-four (24) consecutive hours and begins at 12 midnight each calendar day.
- 14.3 Workweek: The workweek is a fixed and regularly recurring period of 168 hours, seven consecutive twenty-four (24)-hour periods. The full-time work schedule in the workweek shall normally consist of five (5) daily seven and one half (7 1/2)-hour shifts and not exceed thirty seven and one half (37 ½) hours of work. The administrative workweek shall be the same as the calendar week, Sunday through Saturday, except for the Vivarium. A shift starting time will determine which day will be considered as being worked.

In the event that the University changes the pay period designations (bi-weekly, semi-monthly, etc.) for a classification covered by this agreement, a minimum notice period of 60 days will be given the Employees impacted by such a change.

- 14.4 Vivarium Workweek: The Vivarium workweek shall be Saturday through Friday. Employees who are rotated for work on Saturday and Sunday shall follow the current practice of being off on Friday or another mutually agreed-upon day. A shift starting time will determine which day will be considered as being worked.

14.5 Shift Differentials:

- (a) Employees in the Building Service Foreman classification whose shifts begin between 2 p.m. and 10 p.m. will receive a shift differential of sixteen (16) cents per hour, or an amount no lower than that received by the employees they supervise. Those Foreman whose shifts begin between 10 p.m. and 6 a.m. will receive a shift differential of thirty two (32) cents per hour, or an amount no lower than that received by the employees they supervise.
- (b) Employees in the Computer Systems Operations Specialist I and II and Digital Computer Operator I, II, and III classifications whose regular shifts begin between 2 p.m. and 10 p.m. will receive a shift differential of 8%, and those whose regular shifts begin between 10 p.m. and 6 a.m. will receive a shift differential of 12%.
- (c) Shift differential pay practices in effect prior to July 1, 1989, will continue to apply to the same positions. With regard to all other positions, an Employee whose regular work shift begins between 2 p.m. and 10 p.m. will receive a shift differential of sixteen (16) cents per hour, and one whose regular work shift begins between 10 p.m. and 6 a.m. will receive a shift differential of thirty two (32) cents per hour.

14.6 Temporary Upgrade: A status Employee who is directed by their supervisor to temporarily perform assignments which are major duties specific to a civil service position with a higher classification shall receive upgrade pay for each half day that she or he performs the major duties of the higher pay classification. The Employee will receive the base rate of pay for the higher classification or a 10% increase above the Employee's current rate of pay, whichever is greater (pay does not apply for holidays and vacation / sick leave.) Such temporary upgrades must conform to Illinois' State Universities Civil Service Statutes and Rules.

14.7 Overtime Pay/Compensatory Leave: Hours in pay status by the Employees covered in this Agreement in excess of seven (7½) hours in the daily work shift (unless otherwise provided by an approved flextime schedule) is overtime and will be compensated at one and one-half (1½) times the basic straight time hourly wages established herein.

Hours in pay status in excess of thirty-seven and one half (37 1/2) hours in any one workweek as defined in 14.3 or 14.4, as appropriate, shall be paid for at one and one-half (1½) times the regular hourly rate.

An Employee who works fewer than thirty seven and one half (37 1/2) hours in any workweek as defined in 14.3 or 14.4, as appropriate, shall be paid at the rate of time and one-half (1½) for all hours in pay status in excess of seven and one half (7½) hours in any one workday as defined in 14.2, unless such arrangement is part of an approved flextime schedule.

After forty-five (45) hours in pay status in any one workweek as defined in 14.3 or 14.4, as appropriate, overtime shall be compensated at two (2) times the basic straight hourly rate.

Upon mutual agreement between an Employee and their employing department, overtime work may be compensated with time off in lieu of monetary payment, as long as such compensatory time off is granted in accordance with federal law and University policy. Compensatory time off shall be at the time and one-half (1½) rate or other applicable overtime rate. Compensatory time must normally be taken no later than three (3) pay periods following the one in which it was earned. If the compensatory time cannot be taken by the end of the fiscal year, it will be paid at the Employee's request.

14.8 Scheduling of Overtime: There shall be no rescheduling that avoids payment of overtime. When an Employee reports for work as regularly scheduled or for an overtime assignment, such Employee shall be guaranteed a minimum of three and three-quarters (3¾) hours of work or equivalent pay.

14.9 Lunch Period/Break Time: Any Employee whose shift starts at 6:00 a.m. or after but before 2:00 p.m. shall be granted a minimum of a thirty (30) minute lunch period between the third and fifth hours of her or his workday. Required hours of work during a workday shall be exclusive of this period.

Employees who work in excess of three (3) hours before or after their regular scheduled shift shall be granted a thirty (30) minute paid lunch break within that three-hour period. For each additional three and three-quarters (3¾) hours of continuation of work, an additional paid thirty (30) minute lunch break shall be granted.

Under normal conditions, each Employee covered by this Agreement is entitled to a fifteen (15) minute rest period in each half of his or her workday. These periods may not be accumulated in any fashion beyond the work day, nor shall they be used to shorten the work day or lengthen a lunch period. Operational necessity may require that an Employee spend rest periods at his or her normal duty site and, in unusual circumstances, may require forgoing of one or more rest periods. In such cases where an employee is required to work through their normal break period, they may take an alternate rest period with approval by their immediate supervisor. The supervisor shall not deny reasonable requests. Specific rest periods will not be available to Employees whose duties allow them the flexibility to take frequent breaks of less than fifteen (15) minutes per half workday.

14.10 Seniority and Building Foreman Vacancies: When a vacancy occurs or a new job is created within the classification Building Service Foreman, the Employee under this classification making application for the assignment with the greatest seniority shall be given this assignment (within the unit). Notice of all vacancies or new jobs in this classification shall be posted in the Human Resources Office and in each of the work-related areas that this classification covers for a period of four (4) working days.

14.11 Flexitime: A flexitime schedule is one in which an individual Employee's regularly assigned hours of work are different from the standard operating schedule of his or her department. Such a schedule must be agreeable to the Employee, have appropriate administrative approval as required by the University, and should be in writing that bears the signatures of the Employee and supervisor. Employees covered by this Agreement shall be eligible for flexitime schedules insofar as the concept of flexitime is defined and utilized by the University generally. It is understood and agreed that the operational needs of the employing department will always be paramount over the desire of an individual Employee for a nonstandard work schedule. Under a flexitime schedule comprising a workweek different from five seven and one-half (7½)-hour workdays as defined in 14.2, overtime compensation will be due when the agreed-upon number of hours of work in a specific day are exceeded, rather than after seven and one-half (7½) hours. When a holiday falls within the workweek of an Employee on a flexitime schedule, the Employee will receive the holiday benefit for seven and one-half (7½) hours, regardless of the hours ordinarily scheduled for that day, and the remainder of the workweek will be adjusted as necessary so that the scheduled hours comprise a total of thirty-seven and one-half (37½).

14.12 Performance Evaluations:

1. Rating Period

Each status Employee shall be evaluated annually. The period of review shall be the twelve (12) months prior to the anniversary of the Employee's date of hire for regular full-time employment with the university. Employees with less than a year's service with the University and/or are in a designated probationary period will be evaluated at 90 and 180 day intervals. Employees who have an absence of one month or greater during the evaluation period will have their review date reviewed by Labor and Employee Relations to determine appropriate adjustments.

2. Authorized Evaluators

The Employee's designated supervisor shall be the evaluator of record. The evaluator of record and 2nd level supervisor shall be the primary signatories for the Administration.

3. Procedures

Unless otherwise mutually agreed upon, the evaluator of record and the Employee should schedule the performance evaluation meeting no later than two weeks (14 calendar days) prior to the anniversary date. The employee shall normally be given a minimum of one (1) week to prepare for the performance evaluation meeting (including an optional written self-evaluation) and determine their personal goals for the coming year.

a. Evaluation Conference

On the mutually agreed upon date, the Employee and the evaluator of record will meet to discuss the content of the Employee's optional written self-evaluation, the evaluator's tentative evaluation, the position description, as well as establish focus factors and expectations for the next rating period for the position. The conference

shall result in a final evaluation document reflecting input and comments from both the Employee and the evaluator of record.

b. Final Evaluation Document

At the end of the evaluation conference, the Employee will be asked to sign the final evaluation document. The employee signature on such document acknowledges that the employee received a copy of the document, and certifies that the supervisor met in person with the employee to review the document, but does not mean the employee agrees with the content of the document. No Employee covered by this agreement shall be required to sign a final evaluation document after completing their probationary period. Evaluations, signed or unsigned by the Employee, are the final evaluation of record. Employee comments may be included on the document or attached on a separate page. No time restraint exists for an Employee to submit a rebuttal. Rebuttals should be sent to Labor and Employee Relations. It is recommended that a copy of the rebuttal be given to the evaluator by the Employee. The final evaluation document will be forwarded by the second level supervisor (or designee) to Labor and Employee Relations for review and then to the Human Resources Department for inclusion in the Employee's personnel file. Performance Evaluations are subject to the grievance procedure set forth herein.

4. If the administration does not give an Employee an evaluation, then the Employee shall be considered by both parties to have met expectations as set forth in the performance evaluation. The Employee shall also be considered to have been evaluated.

14.13 Workload and Classification Review: In the event that an Employee believes that her or his workload is unreasonable, or that her or his assigned duties and responsibilities fall outside the Employee's current Civil Service classification, the Employee shall have a right to meet with the appropriate supervisor or supervisors or other Employer representatives at a mutually acceptable time and place for reviewing any possible adjustment(s) to the Employee's assigned duties or classification, or both. An Association representative may be present at any meeting convened under this section.

The Employee's supervising department may adjust workload and assigned responsibilities. Such adjustment(s) may include but are not limited to:

- a. no adjustment(s);
- b. supervisor approval of paid overtime hours or compensatory leave as provided in Article 14.7 and elsewhere in this Agreement;
- c. supervisor reallocation of duties and responsibilities in the job description so that regularly assigned work can normally be completed during the regular workday or reallocation of duties and responsibilities consistent with the job requirements of the Employee's current classification;

- d. the request of a formal audit by Human Resources to determine whether the Employee is appropriately classified;
- e. supervisor approval of temporary upgrade as provided in Section 14.6; or
- f. any combination of the above.

Any official review or adjustment of an Employee's classification shall be performed by Human Resources in compliance with the requirements of the State University Civil Service System. A review of an employee's current classification may be requested by the employing department or the Employee.

No Employee shall be subjected to reprisal or be adversely affected in any way due to participation in a workload classification review.

14.14 Use of Extra Help Appointments: The University will comply with the *State Universities Civil Service System Statutes and Rules*, Section 250.70 Non-status Appointments; Sub-section (f) Extra Help Appointments, when such appointments are assigned work normally covered under this collective bargaining agreement.

14.15 Bargaining Unit Vacancies: The University will provide the ACsE President with a monthly listing of all open / vacant positions covered by this Agreement. The listing shall include the corresponding department and previous incumbent of the listed vacancies. In addition, a report of newly hired and vacant civil service range positions and extra help clerical positions will be provided monthly.

During the life of this Agreement, when a vacancy occurs for a position whose duties would coincide with the duties of a classification covered by this Agreement, Human Resources, in the course of normal evaluation of determining the appropriate classification to fill the vacancy, will give priority to classifications covered by this Agreement over civil service range classifications.

If issues arise, the Association, Human Resources, and Labor and Employee Relations will work together cooperatively and in good faith to resolve the issues.

14.16 Position Descriptions: Employees have the right to request from their immediate supervisor a clarification of priorities of duties within the position. Such requests should be made and responded to in writing and shall not be unreasonably denied. For the purposes of this section, email communication will be acceptable

When significant and/or long-term changes in job duties and responsibilities so warrant, the position description shall be modified to provide a current description of the position. When such changes are made, the University will notify the affected Employee(s) and discuss the changes with them.

Upon request, the University shall make available to the Association position descriptions of any bargaining unit position used on campus. All civil service class specifications are maintained online by the State University Civil Service System and as such are available for review by unit employees.

New employees shall be oriented as to their duties, responsibilities, and supervisory relationships. New employees will be informed that copies of all civil service class specifications are maintained online by the State University Civil Service System.

14.17 Reasonable Workload: An employee's workload shall not be burdensome to the point that it cannot be reasonably performed in 7.5 hours a day or force an employee to consistently rush job duties and negatively affect their performance.

14.18 Job Audits: Any employee shall have the right to request an audit of their positions. Supervisors shall not have the authority to prevent an audit.

Section 1. Independence: The audit process shall not take into consideration the budget of the employing unit. It is understood that after an audit, duties may be removed from an Employee in lieu of changing their classification.

Section 2. Continuation: If an employee requests an audit and then leaves their position, before the vacant position can be filled, the position shall be reviewed by Human Resources to ensure the appropriate classification is filled.

Section 3. Change in Classification: If an Employee's civil service classification is changed as a result of an audit and their compensation is changed, that change shall become effective on the date on which they passed the exam for the new classification or the date the audit request was received in Human Resources – whichever is later.

14.19 Reassignment: An employee who is bumped, or reassigned to a different department, administrative unit, or building, will be given written notice at least five (5) calendar days prior to such change.

ARTICLE 15

PROMOTION

15.1 Release Time for Testing: If an Employee provides appropriate prior notification and receives the authorization of the department supervisor, release time will be granted to the Employee for testing or interviewing or participating in such University-sponsored training and development activities as will enhance the Employee's effectiveness and productivity. Release time for the above purposes shall not be charged to vacation and shall not be arbitrarily or capriciously denied. Employees being tested or interviewed for other positions on campus, preferring not to disclose the reason for the absence, may request the use of vacation.

- 15.2 Pay Increase for Promotion: A status Employee who is promoted to fill a position in a class covered by this Agreement will receive the base rate of pay for the class to which she or he is promoted or a 10% increase in her or his current pay rate, whichever is greater.
- 15.3 Within Classification Salary Adjustment: A within classification salary adjustment may be granted to a status employee for the following reasons, including but not limited to:
- a) documented and sustained exceptional performance;
 - b) increased responsibility, and / or change in duties and scope of responsibility that do not warrant a change in classification;
 - c) change in education and/or experience requirements; (position)
 - d) acquisition of new skills or knowledge and / or acquiring a degree or certification that is critical to or of benefit to the department;
 - e) other justifiable rationale approved by Human Resources and not inconsistent with these requirements.

All requests for a within classification salary adjustment must include a copy of the employee's performance evaluation and position description, dated within the preceding twelve months. Justification for a within classification salary adjustment of up to 7% must be submitted, in writing, through administrative channels to the appropriate Vice Chancellor or equivalent. Any request must have at least two levels of administrative approval. No employee will be eligible for more than one within classification salary adjustment per fiscal year, except in unusual circumstances with clearly-demonstrated justification.

Examples that would not warrant a salary adjustment include: Acquiring a degree or certificate not relevant to the current position; Longevity; Temporary assignment of duties, etc.

The Association shall receive copies of all Within Classification Salary Adjustment requests for positions covered under this Agreement that reach the Vice Chancellor or equivalent administrative level.

ARTICLE 16

SENIORITY AND LAYOFF

- 16.1 Seniority List: Seniority, for all purposes under this Agreement, will be interpreted and calculated according to the statute and rules of the State Universities Civil Service System as published in January 1996 or as amended from time to time. If the sections of the statute or rules applicable to seniority are amended by law or through action of the Civil Service System during the term of this Agreement, the Agreement will automatically be reopened for the renegotiation between the parties of those of its provisions that are affected by such amendment.

16.2 Acceptance of Less Than 12-Month Employment: No Employee covered by this Agreement shall be required to accept employment for less than 12 months of each year except in accordance with the Civil Service Statute and Rules.

16.3 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-five (35) calendar days in advance of the effective date of layoff. Notice will be given to the Association forty (40) days prior to the effective date of any layoff.

The effective date of layoff may be extended (or delayed) up to fifteen (15) calendar days at a time without the need to give the Employee another thirty-five (35) day layoff notice. However, the Employee will receive written notification of such extension, including the new effective date of layoff.

16.4 Transfer to Open Position: If a vacant position in the Employee's job classification exists, Human Resources will request that the department head accept the Employee whose position is being eliminated in the open position. Such a move will be made with no loss of salary or seniority. If a work unit cancels the request to fill a vacancy in order to not accept an Employee whose position is being eliminated, that position (temporary or permanent) cannot be filled in that unit for one (1) year. Prior to the effective date of a layoff, the University will make a good faith effort to identify any vacancy to which the affected employee might possibly be administratively reassigned.

16.5 Bumping Least Senior Employees: If the Employee whose position is being eliminated is not placed in a vacant position, the Employee can elect to bump the least senior Employee in the classification whose position was not filled utilizing a Specialty Factor under the approved State University Civil Service System procedures (unless the displaced Employee meets the specialty factor requirements for the position).

16.6 Retreat Rights: If the Employee is a status Employee and the least senior in the classification, the Employee will be placed on the appropriate register with accumulated seniority. The Employee will then be offered the retreat right position of the least senior Employee in the next lower class in the promotional line whose position was not filled utilizing a Specialty Factor under the approved State University Civil Service System procedures (unless the displaced Employee meets the specialty factor requirements for the position), if the Employee has more seniority (i.e., is not the least senior) in that class.

If the Employee is least senior for all classes in the promotional line, and if the Employee has served in one or more promotional lines or classes, the retreat path shall be in descending order and reversing the chronological employment history, starting with the current (or most recent) promotional line first. After moving through the current promotional line, then the Employee would move to the next promotional line, working his or her way down the lower classifications in a series or other lines or classes for which the Employee is qualified per SUCCS requirements.

If the Employee has no bumping or retreat rights, said Employee shall be placed on the Reemployment Register in order of seniority.

- 16.7 Rights of Refusal: If an Employee chooses not to exercise bumping rights, the Employee may refuse two additional offers of employment in the classification from which they are being laid off and then shall be removed from the register.
- 16.8 Other Rights: Layoff procedures shall not be used for the purpose of addressing performance problems or for separating an Employee from the Employer.

Employees on the Reemployment Register shall be placed on the Human Resources extra-help roster and be given priority consideration for extra-help positions without loss of recall rights. On or about January 1, May 1 and August 1 each year, a reminder will be sent to the business officers list serve to remind hiring personnel that there are still bargaining unit employees on the extra help referral list.

ARTICLE 17

WAGES

- 17.1 Wage Increases: Wage increases for this Agreement shall be:

Effective July 1, 2014: 0%

Effective July 1, 2015: 0%

Effective July 1, 2016: 0%

Effective July 1, 2017: 0%

Effective January 1, 2018: 1% across the board salary increase

Effective May 24, 2018: A non-reoccurring payment of \$450.00 to all represented employees.

This payment shall be applicable to all employees were employed on May 24, 2018.

Effective July 1, 2018: 0%

The hire rates for classifications reflected in Appendix C of the Agreement will be adjusted by the same amount as wage increases received by the status holding employees of the Unit during the term of this Agreement.

- 17.2 Application of Wage Adjustment: Wage rate adjustments negotiated as part of this Agreement shall apply equally to Employees in full-time and flex-year positions, regardless of whether or not persons in the latter are in active pay status when the adjustments become effective.
- 17.3 Wage Adjustment for Classification Change: No classification change shall be instituted for an Employee in a flex-year position while that person is not in active pay status unless such change is directed by the Civil Service System.
- 17.4 Increase in Pay: When a status Employee in a classification covered by this Agreement undergoes a classification change to another classification represented by this Agreement with a higher base rate of pay, but the difference between the two base rates is less than 5%, the Employee will receive an increase in pay equal to the difference between the base rates of the old and new classifications.
- 17.5 Decrease in Pay: If the position to which the incumbent is moving is the last classification in which the incumbent served prior to her or his current classification, the incumbent's rate of pay will be reduced by the amount the individual received when moving from the previous classification to the current classification.
- 17.6 Decrease in Pay — Any Other Classification: If the move is to any classification other than the most recent previous classification in which the incumbent served, the incumbent's rate of pay will be reduced by an amount equal to the difference in the base rates of pay for the two classifications.
- 17.7 Salary upon Return to SIUC Employment: A former status Employee returning to employment at SIUC in his or her former classification shall be reemployed at the salary earned as of the date of resignation or the base rate of the classification at the time of reemployment, whichever is greater.
- 17.8 Parking Fees: Employees covered under this Agreement shall be offered the opportunity to purchase appropriate parking decals based on the same pricing structure offered to other university employees. Beginning July 1, 2012 Employees covered under this Agreement may purchase their annual parking permit by having 1/8th of the cost of the permit deducted from the first eight paychecks of the fiscal year, beginning with the first paycheck in July. In order to sign up for the payroll deduction of parking permits, an Employee must provide all required permit application paperwork, along with a letter authorizing the payroll deduction by the date specified by Parking Division each year of this Agreement
- If an Employee is laid off, he/she may return a purchased sticker for a full refund until October 1. After October 1, refunds will be given based on the Parking Division's Rules and Regulations refund policy.
- 17.9 Minimum Salary: Effective upon ratification, the Board shall pay employees covered under this Agreement at least \$10.50 an hour.

ARTICLE 18

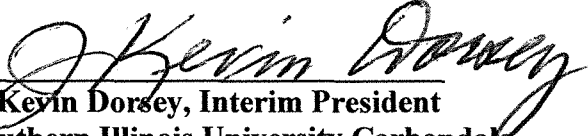
DURATION AND RATIFICATION OF AGREEMENT

- 18.1 Duration: This Agreement shall be in effect from July 1, 2014, through June 30, 2019. It shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date in the then current year that it desires to modify the Agreement.
- 18.2 Negotiations Procedure: Negotiations, by and between the parties, of proposed changes or amendments to the provisions of this Agreement shall begin no later than thirty (30) days following notification of one party by the other that it seeks changes or amendments. Such negotiations shall continue with the Agreement remaining in full force and effect until a new Agreement is reached or until either party gives ten (10) days' notice to terminate the Agreement. The effective date of any contract change will be established by negotiations by and between the parties.
- 18.3 Ratification and Signature of Representatives: This Agreement shall become effective when ratified by the Association 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.


SIDE LETTER FOR BULLYING TRAINING

The University is committed to preventing bullying on campus. To that end, if the University were to establish an anti-bullying policy or commence anti-bullying training the University will advise members of the unit and would encourage members of the unit to participate in this training.

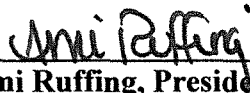
**BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY**



J. Kevin Dorsey, Interim President
Southern Illinois University Carbondale

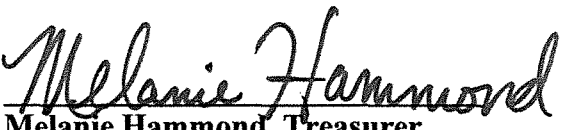

Carlo Montemagno, Chancellor
Southern Illinois University Carbondale



Tracy A. Bennett
Labor and Employee Relations
Southern Illinois University Carbondale


ACsE/IEA-NEA

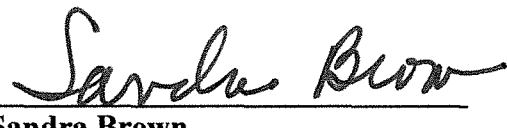

Ami Ruffing, President
ACsE/IEA-NEA

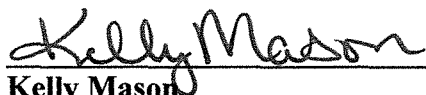

Ian Ruark, Vice President
ACsE/IEA-NEA


Melanie Hammond, Treasurer
ACsE/IEA-NEA


Trish Cochran, Secretary
ACsE/IEA-NEA


Joyce Deutsch, Grievance Officer
ACsE/IEA-NEA


Sandra Brown
ACsE/IEA-NEA


Kelly Mason
ACsE/IEA-NEA


Natalie Sutton
ACsE/IEA-NEA

APPENDIX A

REPRESENTED CLASSIFICATIONS

The Civil Service Bargaining Association (ACsE/IEA-NEA) represents persons in the civil service classifications listed below in collective bargaining over wages, hours, and other terms and conditions of employment.

<u>Classification</u>	<u>SUCCS Code</u>
Accounting Clerk	0741
Account Technician I	3851
Account Technician II	3852
Accountant I	0010
Accountant II	0011
Admissions & Records Representative	2755
Admissions & Records Officer	2756
Architectural Draftsman I	1194
Architectural Draftsman II	1195
Assistant Coordinator of Parking & Traffic	4507
Bookstore Clerk II	0753
Bookstore Department Supervisor	3442
Building Service Foreman	1600
Central Sterile Supply Technician	3885
Clerical Assistant	0826
Clerk	0827
Chief Clerk	0759
Staff Clerk	0808
Computer System Operations Specialist I	4639
Computer System Operations Specialist II	4640
Digital Computer Operator I	2853
Digital Computer Operator II	2854
Digital Computer Operator III	2855
Draftsman (Promotional line—Architectural and Engineering Draftsman)	1188

APPENDIX A (cont)

<u>Classification</u>	<u>SUCCS Code</u>
Editorial Assistant	0205
Editorial Writer	4289
Electronics Technician	3966
Engineering Draftsman I	1212
Engineering Draftsman II	1213
Environmental Health & Safety Technician III	3990
Equipment Service Worker	3280
Events Administrator	0101
Financial Aid Advisor I	0051
Financial Aid Advisor II	0052
Financial Aid Advisor III	0053
Grounds Gardener	1981
Herder	2121
Instrument Maker	2306
Interior Decorator I	1007
Interior Decorator II	1008
Inventory Clerk	0768
Inventory Specialist	3291
Laboratory Animal Caretaker	0678
Laboratory Animal Care Technician	0679
Laboratory Animal Care Specialist	0680
Language Lab Technician I	3995
Language Lab Technician II	3996
Machinist	2288
Medical Records Administrator I	2257

APPENDIX A (cont)

<u>Classification</u>	<u>SUCCS Code</u>
Medical Transcriptionist I	4715
Medical Transcriptionist II	4716
Microfilm Operator/Technician I	3016
Microfilm Operator/Technician II	3017
Microfilm Operator/Technician III	3018
Natural Science Laboratory Assistant I	0266
Natural Science Laboratory Assistant II	0267
Natural Science Laboratory Assistant III	0268
Natural Science Technical Assistant	0270
Office Support Assistant (Office Systems Assistant II)	0845
Office Support Associate (Office Systems Assistant III)	0846
Office Support Specialist (Office Systems Specialist I)	3243
Office Manager (Office Systems Specialist II)	3266
Office Administrator (Office Systems Specialist III)	3253
Physical Science Staff Assistant	0285
Physical Science Technical Assistant	0290
Publications Editor	1256
Research Engineering Assistant	0325
Research Laboratory Shop Supervisor	3587
Routing Supervisor	3590
Statistical Clerk	0811
Storekeeper II	3318
Storekeeper III	3319
Telephone Operator I	2980
Telephone Operator II	2996
University Press Facility Specialist II	3303
University Press Facility Specialist III	3304

APPENDIX B

CONFIDENTIAL POSITIONS

<u>CSN</u>	<u>Classification</u>	<u>Department</u>
0728	Office Manager (incumbent Administrative Aide)	Executive Director of Finance
1215	Office Manager (incumbent Administrative Assistant I)	Office of the Chancellor
3217	Office Support Assistant (incumbent Human Resource Representative)	Human Resources
4147	Chief Clerk (incumbent Public Functions Supervisor)	Office of the President
4956	Office Manager (incumbent Administrative Assistant II)	VC Student Affairs & Enrollment Management
5058	Office Manager (incumbent Administrative Assistant I)	Provost and Vice Chancellor
5146	Office Manager (incumbent Administrative Assistant I)	General Counsel and Legal Affairs
5326	Accountant II (incumbent Business Manager)	Provost & Vice Chancellor
5436	Office Manager (incumbent Administrative Assistant I)	Executive Director of Administration
5507	Office Support Specialist	Human Resources
6265	Office Manager (incumbent Office Administrator)	VC Student Affairs & Enrollment Management
6698	Office Support Associate (incumbent Academic Contract Supervisor)	Provost and Vice Chancellor
7576	Office Manager (incumbent Office Administrator)	Office of the Chancellor
9413	Office Manager	General Council and Legal Affairs\

APPENDIX B (cont)

<u>CSN</u>	<u>Classification</u>	<u>Department</u>
9520	Office Manager (incumbent Administrative Aide)	University Communications
9613	Office Support Specialist	VP for Financial & Administrative Affairs
9788	Account Technician II (incumbent Administrative Aide)	University Risk Management
9814	Chief Clerk (incumbent Program Administrative Assistant)	VP for Financial & Administrative Affairs

APPENDIX C

SCHEDULE OF MINIMUM RATES

EFFECTIVE JANUARY 1, 2018

<u>Classification</u>	<u>SUCCS Code</u>	<u>Hire Rate</u>
Accounting Clerk	0741	\$10.88
Account Technician I	3851	\$12.37
Account Technician II	3852	\$14.62
Accountant I	0010	\$16.79
Accountant II	0011	\$19.49
Admissions & Records Representative	2755	\$12.37
Admissions & Records Officer	2756	\$15.50
Architectural Draftsman I	1194	\$14.10
Architectural Draftsman II	1195	\$17.66
Assistant Coordinator of Parking & Traffic	4507	\$18.51
Bookstore Clerk II	0753	\$10.61
Bookstore Department Supervisor	3442	\$11.85
Building Service Foreman	1600	\$19.44
Central Sterile Supply Technician	3885	\$11.85
Clerical Assistant	0826	\$10.61
Clerk	0827	\$10.88
Chief Clerk	0759	\$12.37
Staff Clerk	0808	\$14.62
Computer System Operations Specialist I	4639	\$14.04
Computer System Operations Specialist II	4640	\$16.89
Digital Computer Operator I	2853	\$11.55
Digital Computer Operator II	2854	\$13.50
Digital Computer Operator III	2855	\$16.89
Editorial Assistant	0205	\$11.19
Editorial Writer	4289	\$14.51

APPENDIX C (cont)

<u>Classification</u>	<u>SUCCS Code</u>	<u>Hire Rate</u>
Electronics Technician	3966	\$15.16
Engineering Draftsman I	1212	\$14.10
Engineering Draftsman II	1213	\$17.66
Environmental Health & Safety Technician III	3990	\$20.07
Equipment Service Worker	3280	\$13.39
Events Administrator	0101	\$14.63
Financial Aid Advisor III	0053	\$15.30
Grounds Gardener	1981	\$19.22
Herder	2121	\$14.98
Interior Decorator I	1007	\$18.08
Interior Decorator II	1008	\$19.89
Inventory Clerk	0768	\$10.90
Inventory Specialist	3291	\$12.91
Laboratory Animal Caretaker	0678	\$11.74
Laboratory Animal Care Technician	0679	\$13.68
Laboratory Animal Care Specialist	0680	\$17.07
Machinist	2288	\$19.82
Medical Records Administrator I	2257	\$16.19
Medical Transcriptionist I	4715	\$10.88
Medical Transcriptionist II	4716	\$12.36
Microfilm Operator/Technician I	3016	\$10.61
Microfilm Operator/Technician II	3017	\$12.36
Microfilm Operator/Technician III	3018	\$13.70
Natural Science Laboratory Assistant II	0267	\$13.30
Natural Science Laboratory Assistant III	0268	\$14.64
Natural Science Technical Assistant	0270	\$17.30

APPENDIX C (cont)

<u>Classification</u>	<u>SUCCS Code</u>	<u>Hire Rate</u>
Office Support Assistant (Office Systems Assistant II)	0845	\$10.61
Office Support Associate (Office Systems Assistant III)	0846	\$10.88
Office Support Specialist (Office Systems Specialist I)	3243	\$12.37
Office Manager (Office Systems Specialist II)	3266	\$14.62
Office Administrator (Office Systems Specialist III)	3253	\$15.28
Physical Science Staff Assistant	0285	\$13.40
Physical Science Technical Assistant	0290	\$16.79
Publications Editor	1256	\$17.45
Research Engineering Assistant	0325	\$19.35
Research Laboratory Shop Supervisor	3587	\$29.29
Routing Supervisor	3590	\$16.83
Statistical Clerk	0811	\$12.37
Storekeeper II	3318	\$16.31
Storekeeper III	3319	\$17.92
Telephone Operator I	2980	\$10.61
University Press Facility Specialist II	3303	\$18.48
University Press Facility Specialist III	3304	\$20.33

APPENDIX D

Guidelines for Progressive Disciplinary Action-Civil Service Employees

Labor and Employee Relations Southern Illinois University Carbondale

This chart is designed only as a guide and is by no means complete and all-encompassing. (It is a description of typical employee infraction of rules or violation of policy, statute or contract clauses.) An employee's work record may be taken into consideration when determining the level or degree of disciplinary action to be imposed. The level of disciplinary action shall increase with the level of severity of behavior engaged in and will be based on whether the conduct is of a repetitive nature. All employees including probationary employees are to exhibit appropriate work-related behavior while on University property and/or time. For probationary employees, Level II or above violations should be considered grounds for dismissal during the probationary period. For further clarification and application of discipline measures for unusual specific cases, please contact Labor and Employee Relations.

Level I	Level II	Level III	Level IV	Level V
Tardiness	Unauthorized or unexcused absence of less than five working days	Any willful or negligent act resulting in damage to property, tools, or equipment	Fighting	Any criminal act that would qualify as a felony
Failure to adhere to institutional or departmental regulations or policies	Leaving work without authority	Unauthorized possession and/or use of keys	Immoral or indecent conduct that violates common decency or morality	Theft
Smoking in prohibited areas	Misrepresentation of absence	Falsification of institutional documents or records	Any criminal act that would qualify as a misdemeanor	Bribery
Disregard of safety regulations	Refusal to perform work assigned	Drinking intoxicating beverages in violation of University policies		Willful physical harming of students, employees, or visitors
Careless workmanship resulting in waste or delay	Failure to follow work and time schedules	Unauthorized and unexcused absence of five through nineteen assigned workdays		Unauthorized and unexcused absence of twenty or more assigned workdays
Loafing or wasting time	Unauthorized use of institutional property	Any act or omission that jeopardizes the health and safety of students, employees, or visitors		Any willful or negligent act or omission resulting in substantial damage or loss to property and/or serious injury to persons
Creating or contribution to unsanitary conditions	Sleeping during work hours			
Horseplay or scuffling	Abusive, threatening, or improper language and/or harassment			
Unauthorized soliciting		Sexual harassment by a supervisor		
Excessive socializing	Insubordination			
Insolence	Unsatisfactory work performance			
	Sexual harassment of a co-employee			

Occurrence		Example of Degrees of Disciplinary Action			
FIRST	Verbal or written reprimand warning	Written reprimand or 1-5-workday suspension	1-10-workday suspension	15-20-workday suspension	Discharge
SECOND	Written reprimand or 1-5-workday suspension	1-10-workday suspension	15-20-workday suspension	Discharge	
THIRD	1-10-workday suspension	15-20-workday suspension	Discharge		
FOURTH	15-20-workday suspension	Discharge			
FIFTH	Discharge				

