

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY CARBONDALE
(PSO – GROUNDS DEPARTMENT)

AND

THE LABORERS' INTERNATIONAL UNION OF NORTH
AMERICA, THE SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL

AND

LABORERS' LOCAL 773

DURATION: AUGUST 15, 2014 THROUGH AUGUST 14, 2018

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is made and entered into by and between Southern Illinois University at Carbondale (hereinafter referred to as the Employer), and the Laborers' International Union of North America, the Southern and Central Illinois Laborers' District Council and Laborers' Local 773 (hereinafter referred to as the Union).

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

This Agreement is authorized by the statute establishing the State Universities Civil Service System of Illinois and by Public Act 83-1014, The Illinois Educational Labor Relations Act. 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.

MANAGEMENT'S RIGHTS

As long as such actions and decisions are consistent with the other express Articles of this Agreement, it is understood and agreed that the Board, on behalf of the University, retains and reserves all of its powers and authority to direct, manage, and control all operations and activities of the University to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: maintain executive and administrative control of the University and its properties and of all its personnel; determine its organization; hire, assign, direct, and evaluate staff; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; to establish its policies, goals and objectives; to establish, consolidate, merge or eliminate programs; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; determine appropriate reductions in force (This does not relieve management from the requirement to bargain the impact of any such reductions); 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 1 RECOGNITION

Section 1. Exclusive Representation

The Employer recognizes the Laborers' International Union of North America as the sole collective bargaining agent for non-academic employees who are performing work on the Carbondale campus and within a twenty-five (25) mile radius thereof, under the classifications of MAINTENANCE LABORER, MAINTENANCE WORKER, UTILITY LABORER, ASSISTANT GROUNDS GARDENER, NURSERY WORKER, CONSTRUCTION LABORER , TREE SURGEON AND GROUNDS FOREMEN.

Section 2. Job Duties

Specifications of and duties prescribed for these classifications shall be those set forth in the Class Specifications and Compensation Plan of the University Civil Service System of Illinois.

ARTICLE 2 NON-DISCRIMINATION

Section 1. Non-Discrimination

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

Section 2. Americans with Disabilities Act

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

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

Section 3. Gender Clause

The use of the masculine pronoun in this document is understood to be for clerical convenience only and it is further understood that the masculine pronoun includes the feminine pronoun as well.

Section 4. Mutual Respect

The Union and the Employer agree that all employees have a right to a work environment free from harassment, and that all employees have the responsibility to treat co-workers, subordinates and supervisors with respect. All University employees, including those covered by this Agreement, are protected by, and are subject to, all applicable University policies and procedures designed to provide a harassment free work environment.

ARTICLE 3 WAGE RATES

Effective August 15, 2014, the wage rate for employees covered by this Agreement will be as follows:

Foreman Rate	\$26.34
Laborers Rate	\$24.01
Tree Surgeon Rate	\$24.01
Asbestos Rate	\$27.81
Nursery Worker	\$24.01
Concrete Rate	Prevailing Rate
Spraying Rate	\$0.80 above Laborers rate

The following specialty rate will become effective upon ratification of the Agreement by both parties:

Mason Tending an additional \$1.00 per hour over Laborer's rate

Foreman's Wages will be as follows:

Foreman Asbestos Abatement Rate	\$0.55/hr. above laborer asbestos rate
Foreman Concrete Rate	\$0.55/hr. above laborer concrete rate
Foreman Spraying Rate	\$0.80/hr. above the foreman rate

Note # 1: Supervising asbestos abatement work requires the appropriate OSHA certification.

Note # 2: To qualify for the foremen's rate for supervision of concrete work the foreman must either have graduated from the laborers' concrete finishing school or agree to attend the first practicable session made available by the laborers training program.

Note # 3: To qualify for the foremen's rate for supervision of spraying work the foreman must be certified as an applicator.

Note #4: The Tree Surgeon classification is eligible for a temporary upgrade rate equivalent to the Grounds Foreman regular rate of pay for pre-authorized supervisory assignments.

Effective August 15, 2014, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2015.

Effective August 15, 2015, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2016.

Effective August 15, 2016, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2017.

Effective August 15, 2017, employees covered under this Agreement will receive the amount appropriated for wages generally and the amount reallocated by the employer for increases for Civil Service range employees for FY 2018.

ARTICLE 4 BENEFITS IN ADDITION TO WAGES

All benefits and privileges for employees covered by this Agreement shall remain the same as those provided other Civil Service employees of the University as described in the Employees Handbook:
([http://www.siuc.edu/~policies/employees handbook/index.html](http://www.siuc.edu/~policies/employees%20handbook/index.html))

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

Section 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.

Section 2. Holidays

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

In those years when Veteran's Day falls on Monday through Friday, the University will observe the holiday and may utilize one of the five Chancellor designated days.

- (b) Employees covered by this Agreement will be compensated for the holidays cited in (a) at their regular rates of pay.
- (c) An employee required to work on a holiday cited in (a) will be compensated one and one-half times the regular rate of pay, in addition to the holiday pay provided in (b).
- (d) When one of the six holidays listed in (a) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one of the six holidays listed in (a) falls on a Sunday, the Monday following it will be recognized as that holiday.
- (e) An employee who normally works other than a Monday-through-Friday schedule and who consequently is not scheduled to work on a recognized holiday, will receive as operations permit, either (1) an additional day's pay at his regular rate as provided in (b) above, or (2) the scheduled day nearest the recognized holiday as a substitute holiday.
- (f) For an employee to receive compensation for a holiday, he must be in pay status the last scheduled workday preceding the holiday and the first scheduled workday following the holiday, unless absence on one or both of these days is approved by the appropriate supervisor and Human Resources.

Section 3. Vacation

- (a) Employees covered by this Agreement will earn vacation in accordance with the following schedule:

Year Of Service	Rate Earned Per Hour of Pay-Status Service (Exclusive of Overtime) in % Hr.	Approximate Days Earned in One Yr. by a Full- Time Employee
1	.0462	12
2	.0500	13
3	.0539	14
4	.0577	15
5	.0616	16
6	.0655	17
7	.0693	18
8	.0732	19
9	.0770	20
10	.0809	21
11	.0847	22
12	.0885	23
13	.0924	24
14	.0962	25
15	.1000	26

16	.1039	27
17+	.1077	28

- (b) An employee cannot continue to accrue vacation if he has credited to his account the amount of vacation he would accrue in a two year period at his current rate of accrual. Vacation will continue to accrue while an employee is using vacation credits (and sick leave credits if applicable) which were available at the beginning of a period of approved vacation.
- (c) The Employer will grant vacations insofar as is possible in accordance with employees' preferences. However, the approval of each vacation request will be at the discretion of the departmental executive officer and as operations permit.
- (d) In the event of a change of status of an employee, such as resignation, layoff of undetermined duration, termination, death or retirement, the employee's payroll records will be closed and a lump sum payment of all earnings and accrued and unused vacation will be made.
- (e) Each employee will be allowed up to three (3) days of accrued vacation on an emergency basis each fiscal year. Each request for such emergency vacation must be made to an appropriate supervisor prior to the beginning of the employee's work shift. It is understood that a specific request may be denied if operational needs will not allow the employee's absence. Management has the right to request verification of the emergency situation. Emergency requests shall not be unreasonably denied.

Section 4. Sick Leave

- (a) Employees covered by this Agreement will earn paid sick leave at the rate of 0.0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full, and additional leave will continue to accrue while an employee is using that already accumulated. There shall be no limit on the amount of sick leave which may be accumulated.
- (b) Sick leave compensation will be at the normal rate of pay. An employee may use accrued sick leave for personal illness or injury, for personal medical and dental appointments, for any approved family and medical leave, and for the illness or injury of a member of the immediate family. For these purposes, the immediate family is defined as spouse, domestic partner, child, and parent. Household includes anyone maintaining a family relationship living in an employee's home.
- (c) Employees who misuse sick leave shall be subjected to progressive discipline, as per University disciplinary guidelines. An employee's supervisor or the Office of Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there is the appearance of misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay.
- (d) Sick leave benefits will apply only to an employee's regular work schedule.

- (e) Sick leave will be used in the following order:
 - 1. Sick leave days earned and accrued before January 1, 1984;
 - 2. Sick leave days earned and accrued after January 1, 1998;
 - 3. Sick leave days earned and accrued on or after January 1, 1984 thru December 31, 1997;
- (f) Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half of the unused sick leave which was accrued between January 1, 1984 and December 31, 1997.
- (g) In addition to the regular sick leave governed by (a) through (f) above, each employee covered by this Agreement is eligible for an extended sick leave benefit (ESLB) not to exceed twenty (20) workdays per fiscal year (July 1 – June 30). ESLB will be proportionate to the percentage of full-time equivalent (FTE) employment. Employees must have worked at least six (6) months in a status position to be eligible for the benefit.

Any absence that qualifies for Family and Medical Leave (FMLA) will be eligible for the Extended Sick Leave benefit with proper documentation. The leave must be approved by Human Resources for the employee to use the ESL benefit. ESL can be used intermittently and for an illness or injury of a member of the immediate family in accordance with FMLA guidelines. This includes spouse, domestic partner, child and parent.

An employee seeking to use the ESLB must supply acceptable medical evidence of such illness or injury requiring absence from work, including the inclusive dates of anticipated absence, as well as properly completed absence-with-pay request forms. Prior to returning to work from extended sick leave due to an employee's own medical condition, the employee must obtain a medical release, in accordance with the policy for Medical Certification, Examination, and Inoculation.

ESL may not be carried over from one fiscal year into the next. If an absence covered by ESL extends from one fiscal year into another, the employee must return to work before becoming eligible for an additional 20 days in the second fiscal year, unless otherwise approved due to 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 ESLB. Extended Sick Leave time, in cases of employees who are eligible, will be deducted from the 12-week Family and Medical Leave entitlement.

- (h) The Employer reserves the right to require an employee to undergo medical examination, at the Employer's cost, for the purpose of ascertaining if the employee is physically and/or mentally fit to perform the duties of his position.

Section 5. Bereavement Leave

Upon request, an eligible employee shall be granted, without loss of pay, bereavement leave of up to three 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 living in an employee's home. One work day shall be granted upon request, without loss of pay, due to the death of a relative outside the immediate family or household or to serve as a pallbearer at a funeral. For these purposes, a relative is defined as aunt, uncle, niece, nephew, and cousin, and corresponding in-laws.

Section 6. Jury Duty

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

Section 7. Military Leave

A leave of absence with pay will be granted for the fulfillment of an employee's annual military obligation in any component of the armed forces of the United States. Compensation for such leave will be computed at the employee's normal rate of pay, not to exceed ten working days per fiscal year. When an employee is activated in any component of the armed forces of the United States because of civil disturbance, disaster, or other local emergency, the employee may be compensated for this duty in addition to the annual military obligation. The cumulative maximum of such leaves, described above, shall not exceed 20 working days per fiscal year.

An employee is entitled to the right of continued employment or reinstatement after performing military service as provided under federal and state law.

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.

Section 8. Tuition Waiver

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

Section 9. Administrative Closure

1. In the event the Employer declares a partial or total paid closure of the University campus under its Administrative Closure Procedure, the following conditions will apply to employees covered by this Agreement:
 - (a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.
 - (b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked or be given compensatory time off, at the individual employee's option.
 - (c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half times their regular rates of pay for the hours worked or be given compensatory time off in the same proportion.
2. In the event the Employer declares a partial or total unpaid closure of the University campus under its Administrative Closure Procedure, the University and the Union will meet to bargain the unpaid closure day(s).

Section 10. Domestic Partner Benefits

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

Section 11. Time Off for Union Educational Functions

1. A Union Steward that has been duly appointed by the Business Manager of the Local Union desiring to attend a Union related function that is scheduled during work hours or requires travel time may be permitted one (1) day of paid leave per year to attend the function with prior approval of his designated supervisor. Any additional days requested and approved will be charged to accrued vacation or absent without pay. All costs incurred by the employee for the function will be paid

by the employee. Such leave shall not exceed three (3) days per year for the bargaining unit.

2. An employee that is chosen by the Union to serve in any capacity of the Union may be granted an unpaid leave of absence of up to one and one half (1 ½) years, in accordance with the University's personal unpaid leave policy.

ARTICLE 5 NEW EMPLOYEES

All status employees will be paid the rate as established by this Agreement for the classification of work in which the employee was hired.

Section 1. Apprentices

The employer agrees to cooperate with the union in the implementation of a jointly administered apprenticeship training program for laborers. Said program shall be approved by the United States Department of Labor and registered with the Bureau of Apprenticeship and Training.

Hours of Work - The apprentice's hours of work shall be the same as other members of the bargaining unit.

Rate of Pay - It is understood and agreed that the rate of pay of Laborer Apprentices working at Southern Illinois University at Carbondale shall be expressed as a per cent of the laborers' rate as follows:

Apprenticeship Period	% of Laborer Rate
First Year	70%
Second Year	80%
Third Year	90%

Ratio of Apprentices to Journey workers - It is agreed that the employer shall be entitled to select and employ apprentices up to a maximum of five apprentices per year for each year of the three year apprenticeship program.

The maximum of five (5) apprentices per year may be waived by mutual agreement of the Employer and the Union.

The Standards of Apprenticeship will be mutually agreed upon by the Union and the University and shall be available to any effected employee, the Union and the University at the request of any of the aforementioned person or entity.

Section 2. Apprenticeship Training Contributions

Employer:

The University agrees to contribute \$4.00 per bi-weekly pay period for each employee in the Maintenance Laborer classification (calculated as \$0.05 per hour 80 regular hours worked per pay period.) Payments will be submitted on a monthly basis for the bi-weekly pay-periods of the previous month to the appropriate fund and address as certified by the Laborers' international Union.

Employee:

An Apprenticeship Training contribution of \$4.00 per bi-weekly pay period will be deducted from the pay check of each employee in the Maintenance Laborer classification and shall be forwarded by the University to the appropriate fund and address as certified by the Laborers' International Union. A check and a corresponding list of employees from whom a deduction has been made will be submitted after each payroll period.

ARTICLE 6 WORKING CONDITIONS

Section 1. Overtime

It is agreed that employees in the above-mentioned classifications that perform any work in excess of eight (8) hours in one calendar day, or in excess of forty (40) hours in one calendar week, shall be compensated at the rate of one and one-half (1 1/2) times the regular compensation for such excess hours.

Section 2. Paid Lunch Time

An employee will receive twenty (20) minutes paid lunch time if he works more than two (2) hours past his regular quitting time.

Section 3. Call Back

Any employee who is called back to work, such call back not being a continuance and immediately following the regular shift, shall be compensated at the rate of one and one-half (1 1/2) times the regular compensation for at least four (4) hours and will remain on the job for the minimum four (4) hours, unless specifically released by Management or their designee.

Section 4. Selection of Vacation Times

The choice of vacation times will be given to employees in the order of their seniority insofar as doing so will not interfere with operations and subject to the provisions in Article 4 Section 3.

Section 5. Distribution of Overtime

For the purpose of providing labor for all necessary and planned overtime work, the following plan will be followed:

The name of each employee who wishes to be considered available for overtime work shall be placed upon a list arranged by seniority, the first name for the greatest amount of seniority, and second, the next greatest, and so on. When such work becomes available, it shall be offered to the first name on the list and each succeeding name available for work, until the overtime assignment is made, insofar as practical. When an employee receives a work assignment or declines to work because of personal convenience when such an overtime assignment is offered, his name shall be dropped to the bottom of the list. No employee shall be replaced on a job they have been performing that day with another person for overtime unless that job had been stopped at the workday's end and then started again by necessity.

Several entities known as Billable Campus Departments have employees covered by this Agreement assigned to them on a full-time basis. The parties agree that these employees may be used in overtime situations. If the employee is not available, the guidelines for distribution of overtime will be followed.

When practicable, extra help personnel may only be used for overtime after each qualified status employee has been offered the opportunity to work the overtime.

Section 6. Early Call In

When employees are called in to work prior to their regular starting time, the rate of time and one-half (1 1/2) their base rate of pay will apply. However, the employees will then continue work on their regular shift at the base rate of pay.

Section 7. Special Crews and Shifts

Regular eight (8) hour shifts may be set up outside the regular working hours for watering and/or other special crews in order to meet the needs of the Employer. It is agreed that when such crews and shifts are necessary, a shift differential of thirty-five (\$0.35) cents per hour will be paid, in addition to the agreed base rate of pay. It is understood that when employees are assigned to work overtime, in addition to the regular eight (8) hour shift, that such employees will be paid the overtime rate for such work and will not be paid the shift differential in addition to overtime pay. When Laborers are assigned to do spraying work, a premium of fifty (\$0.50 cents) per hour above the Maintenance Laborer rate will be paid for the actual time spent spraying. The University will give a forty-eight (48) hour notice prior to changing an employee's shift time.

Section 8. Show Up Time

All employees who report for work at their regular starting time will receive two (2) hours' pay and all employees who are put to work will receive four (4) hours' pay or work.

Section 9. Working Foremen

It is understood and agreed that all foremen covered by this Agreement shall be regarded as working foremen and may perform the work of any classification covered by this Agreement.

Section 10. Compensatory Time

Under normal circumstances there shall be no compensatory time given to employees for actual work performed. However, under special and unusual circumstances compensatory time may be allowed if mutually agreed upon by the University Representative and the Union Representative. Such agreement shall be on a case by case basis and shall not set a precedent for any future circumstances.

ARTICLE 7 ASBESTOS ABATEMENT WORK

Asbestos work performed at Southern Illinois University at Carbondale shall comply with all appropriate state and federal guidelines governing such work.

The asbestos wage rate shall be paid from the time abatement work commences (i.e. suit-up) through work completion and asbestos related clean-up. Asbestos abatement work performed on an overtime basis will be paid at one and one-half times the asbestos abatement rate.

It is agreed that members of Laborers' Local 773 who attend an asbestos abatement re-certification class during their regular working hours shall be compensated at the laborers' rate of pay for those hours.

If they attend the re-certification on a Saturday or a Sunday, they shall receive one additional day off to be taken within the next two pay periods.

ARTICLE 8 BUILDING CONSTRUCTION

It is agreed that building construction shall be covered by this Agreement and shall include, but not be limited to, the following classifications of work: Mason Tender, Plasterer Tender, Carpenter Tender, and labor in connection with excavations and foundations, pouring of concrete, all Laborers' work on streets, ways, bridges, building sites, trenches, manholes, tunnels, subways, sewers, underpinning, shoring, drilling, blasting, compressed air and signal men.

The University will make every effort to ensure the above Jurisdiction is done with members covered by this Collective Bargaining Agreement.

Demolition and removal of materials will be performed by members of this Bargaining Unit except when the material being removed will be re-used in the same manner by the University, or when the utilization of another craft/trade or a combination thereof, is in the best interest of the University. The University reserves the right to determine the

reasonable assignment of work in this regard without adherence to past practice or jurisdictional language in any outside agreement to which the University is not signatory.

When demolition is performed, the craft that is responsible for reinstalling the material or equipment will make the initial or final cut at the point of separation from the remaining material.

ARTICLE 9 CONCRETE WORK

When a Laborer is performing work related to the finishing of concrete, the Laborer shall be compensated at the rate of pay certified by the Illinois Department of Labor as the prevailing rate for concrete finishing work. It is further agreed that no Laborer will be assigned to concrete finish work unless he has completed a training program certified by the Southern Illinois Laborers' District Council and approved by the University.

Nothing included herein restricts the University's right to employ independent contractors or individuals to perform the work mentioned above.

ARTICLE 10 JURISDICTIONAL DISPUTES

In case there is a disagreement concerning the work assigned by the Employer, the representative of the Union shall inform the department representative of the Employer of such disagreement and the Local Union representative and the department representative of the Employer shall, within three (3) days, attempt to resolve the dispute.

In the event the Local Union representative and the department representative of the Employer cannot resolve the dispute, then a representative of the Southern Illinois Laborers' District Council shall meet with a designated representative of the Employer and attempt to resolve the dispute. If the dispute is not resolved between the District Council representative and the designated Employer representative, then the matter shall be reduced to writing and submitted to the Employer at step one of the grievance procedure that is established in this Agreement.

It is agreed that no work stoppage or strike shall take place while such disputes are in the process of being adjusted.

ARTICLE 11 GRIEVANCE PROCEDURE

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

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

Step 1. An employee and/or the Union shall first present any such matter to the Grounds Superintendent. This step must be taken within fifteen (15) working days of the time that the employee became aware of or should have become aware of the problem. The Grounds Superintendent must render a decision and reasons for the decision within ten (10) working days.

If the Step 1 grievance involves the Superintendent of Grounds, the grievance may be filed directly at Step 2.

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

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

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

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

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

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

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

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

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

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

When a grievant and/or his representative is required by Steps 1 through 4a of the above procedure to attend a meeting during his regularly scheduled work assignment, such persons shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Such paid release time shall not apply to any arbitration proceeding at Step 4b.

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

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 12 CONTINUITY OF OPERATION

It is hereby agreed by the Union and the Employer that since this Agreement provides for the orderly and amicable adjustment and settlement of any and all disputes, differences, disagreements, or controversies of any nature or character, there shall be no resort to strikes (which include stoppages, sit-downs or slowdowns of work by the employees) or any lockout by the Employer of any employee or group of employees.

Any employee alleged to have violated the terms of this Article shall be afforded the protections of the applicable portions of this Agreement and the Statute and Rules of the State Universities Civil Service System.

ARTICLE 13 FAIR SHARE

Pursuant to Section 11 of Public Act 83-1014, the Employer will deduct fair share fees from the pay of status employees, as defined by the Statute and Rules of the State Universities Civil Service System of Illinois, who are represented by the Union, subject to the following procedures and conditions:

- (1) The Union demonstrates to the Employer that a majority of the status employees in the bargaining unit are dues paying members of the Organization;
- (2) The Union certifies to the Employer the amount of the fair share, such fee to comply with the requirements of Public Act 83-1014;
- (3) The Union certifies to the Employer the names of the status employees represented who shall be subject to the fair share fee payroll deduction;
- (4) The Union notifies, in writing with copies to the Employer, the individual status employees subject to fair share fee payroll deduction of: a) the existence of this Article of this Agreement and Section 11, Public Act 83-1014, to which it is pursuant, b) the amount of the fair share fee to be deducted from their wages, c) the payroll period for which the deduction will first take place, and d) the safeguard to the employee's right of non-association contained in Section 11, Public Act 83-1014;
- (5) Upon compliance by the Union with conditions (1) through (4) the Employer, for the first payroll period of the first month beginning after said compliance and continuing during the life of this Agreement and any extension thereof, will deduct from the wages of each status employee named as above the fair share fee certified as above. Usual and customary payroll deduction procedures will be followed. The monies so deducted shall then be remitted to the Union.
- (6) The Union shall notify the Employer in writing of any change in the fair share fee at least thirty days prior to its effective date;
- (7) The obligation to pay a fair share fee shall not apply to any employee who, on the basis of bona fide religious tenets or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. The parties agree to abide by the rules of the IELRB concerning any such objection.

The Union shall indemnify and hold harmless the Employer, its officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with the above provisions of this Article or in reliance on any list, notice, certification, affidavit or assignment furnished hereunder.

ARTICLE 14

MAINTENANCE LABORER JURISDICTION

The Employer will assign the duties described below (including all work generally assigned to employees covered by this agreement [past practice]) to employees in the Maintenance Laborer classification, as opposed to assigning them to employees in any other Civil Service classification(s). It is understood and agreed, however, that the Employer may assign any and all of the duties described below to student or temporary workers, subject to the following limitations:

- (1) In accordance with the Statute and Rules of the State Universities Civil Service System, no certified Civil Service employee shall be displaced by student employees;
- (2) Student workers will not be assigned duties described in Article 8 of this Agreement;
- (3) Student workers will be allowed to operate riding lawn mowers only if Civil Service employees are not available to do so;
- (4) The Employer will endeavor to ensure that student workers performing duties as described below will at all times be adequately supervised by qualified personnel;
- (5) Duties as described below performed outside normally scheduled working hours will be assigned to student workers only if sufficient Civil Service employees are not available.
- (6) The number of student workers performing duties covered by this Article will be limited to the equivalent of 13 full-time employees, except when the University is not in session, when the student worker equivalent of 19 1/2 full-time employees may be so employed.
- (7) Student workers assigned duties under the provisions of this Article will be employed by the Physical Plant department of the Employer.
- (8) The University agrees that fifty (50) percent of all extra help Maintenance Laborers shall be hired through the Laborers' Local 773 referral process; EXCEPT THAT this percentage requirement will not include the Residence Hall Dining employees the University employs on a temporary basis by Agreement.

EQUIPMENT AND SUPPLIES - Loading and unloading of all incoming and outgoing equipment, supplies and materials in all areas covered by this Agreement. Loading, unloading, moving of equipment, supplies and materials from Physical Plant to the designated department, place of installation, use, or storage site. When a minimal amount of materials are unloaded they may be unloaded by the craft that is going to install the material, as long as that installation is being done at the time of the unloading.

MOVING OF EDUCATIONAL DEPARTMENTS AND OFFICES - Loading, unloading and moving of all office furniture, books, shelving, instruments, and material, consisting of moves from one building to another and moves made within a building.

UNIVERSITY HOUSING - Loading, unloading, and moving of all housing and office furniture, consisting of moves from one building to another and moves made within a building, moving furniture to be repaired or delivered to surplus property.

UNIVERSITY HOUSING GROUNDS and LAWN MAINTENANCE - Mowing and watering grass, watering trees and shrubbery, trimming shrubbery, cleaning and maintenance of lawns, patios, sidewalks and streets.

GROUNDS and LAWN MAINTENANCE of all AREAS COVERED by this Agreement - Mowing and watering grass, watering trees and shrubbery, trimming shrubbery, cleaning and maintenance of lawns, patios, sidewalks and streets.

EXCEPTIONS TO THE ABOVE:

- (1) Members of non-profit student and/or charitable groups conducting special events (e.g., Blood Drive, Special Olympics, etc.) in the area covered by this Agreement may perform the loading, unloading, set-up, and removal of supplies and equipment related to these events.
- (2) Vendors delivering supplies or equipment to the University may use their regular employees to unload when those persons are sent from the vendor's place of business.
- (3) The use of a second employee on a snow plow, leaf vac, or other piece of equipment operated by a Driver will be at the discretion of management. Any employee so used shall be from a classification covered by this Agreement. This provision will not be used to assign work covered by this Article to a Driver nor will this provision be used to arbitrarily deny work to the Laborer classification.
- (4) University departments may choose to use their own personnel or to use Physical Plant personnel in moving departmental equipment and supplies within their assigned buildings. This shall not include major moves related to new construction or remodeling or between floors of permanent campus buildings or involving multiple rooms of furnishings, or to the movement to storage of major amounts of supplies associated with the initial drop.

In case there is a disagreement concerning the work assigned by the University, the procedures outlined in Article 10 will be used in resolving the disagreement.

ARTICLE 15 SAFETY AND HEALTH COMPLIANCE

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

ARTICLE 16 COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals regarding any subject or matter not prohibited by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties are set forth in this agreement. Therefore, each party, for the duration of this Agreement waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or

matter referred to in this Agreement, except that the Union retains the right to effect bargaining and the University shall have the right to temporarily implement management decisions pending final resolution of any effects of bargaining which may be timely requested by the Union.

ARTICLE 17 NO STRIKE NO LOCKOUT

During the term of this Agreement, neither the union nor its officers or agents, or members covered by this Agreement, will authorize, institute, engage, sponsor, or participate in any strike (including a sympathy strike), concerted refusal to work, or any other concerted and intentional interruption of the functions of the University. In the event of any violation of any provisions of this section by the Union, its members, or representatives, the Union shall, upon notice from the Board, immediately direct such Union members, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

During the term of this Agreement, neither the Board nor its administrative agents will lock out members of the Union during the term of this Agreement as a result of a labor dispute with the Union. In the event of any violations of any provisions of this section by the Board or its administrative agents, the Board shall, upon notice from the Union, immediately direct such administration agents, both orally and in writing, to resume normal operations immediately and make every other reasonable effort to end any violations.

ARTICLE 18 JOB BIDDING

Any job assignment that has been agreed upon by the University and the Union as a bid assignment (as designated in Appendix A of this Agreement) shall be awarded to the highest seniority bidder with the requisite qualifications for the assignment – *unless* that individual is unable to perform the assigned duties to the satisfaction of Grounds management and the appropriate department head.

Job assignment bidding shall be conducted as follows:

All journeyman Maintenance Laborers (other than apprentices) shall be allowed to bid on any job assignment posted for bid at the appropriate time and subject to the limitations as defined in this article.

All assignments to be bid will have a general description of duties and minimum job expectations posted along with the bid sheet. Assignments to be bid shall be posted for a period of two (2) weeks in a conspicuous location accessible to all interested parties.

Assignments to be bid shall fall into one of the following categories and shall be posted for bid as designated in the respective category:

IMMEDIATE BID: Assignments in this category shall be posted for bid as soon as a vacancy occurs. If an assignment in this category has a back-up position established

at the time of the vacancy, then the employee in the back-up assignment will be placed in the primary assignment and the back-up position will be posted for immediate bid. In the event that an IMMEDIATE BID vacancy is subsequently filled by an employee from another bid assignment, Management has the right to fill the vacancy created by the bid from the general labor pool until the next annual bid.

ANNUAL BID: Vacant assignments in this category shall be posted for bid on an annual basis during the first week of February. If a vacancy occurs after the annual bid takes place, Management has the right to fill the position from the general labor pool until the next annual bid. If Management decides to open the bid process early for the vacancy, the bid process shall be conducted at that time in the manner outlined in this article. In the event that an ANNUAL BID vacancy is subsequently filled by an employee from another bid assignment, Management has the right to fill the vacancy created by the bid from the general labor pool until the next annual bid.

QUALIFIED POOL: Vacant assignments in this category shall be posted for bid on an annual basis during the first week of February; however bidding will be restricted to employees possessing the skills and / or credentials necessary for the assignment. If a vacancy occurs after the annual bid takes place, Management has the right to fill the position from the qualified labor pool until the next annual bid. In the event that a QUALIFIED BID vacancy is subsequently filled by an employee from another bid assignment, Management has the right to fill the vacancy created by the bid from the appropriate labor pool until the next annual bid.

A list of employees with the required skills and / or credentials for QUALIFIED BID assignments shall be kept by Management and shall be made available for viewing by any employee or the Union upon request. Management shall have the sole right to determine if an employee possesses the appropriate skills and /or credentials required for these assignments. An employee wishing to contest Management's decision regarding his/her skills and / or credentials has the right to grieve the decision through the grievance procedure outlined in this Agreement.

Management shall retain all supervisory rights for bid positions, including those assigned to billable campus departments. Management retains the right to utilize those laborers in bid positions for other assignments should the need arise.

Requests for new or additional full time assignments shall be discussed with the union in order to determine their status as a possible bid assignment. The University and the Union agree to evaluate the bid assignment list and the bidding process on an annual basis to address any necessary changes and discuss any possible improvements.

ARTICLE 19 UNION STEWARD

Union stewards shall be duly appointed in writing by the Local Union Business Manager. There shall be a maximum of three Union Stewards in the Bargaining Unit, if the Business Manager decides there is a need for more, the Business Manager will inform the University of the need; and shall negotiate the number of additional Union Stewards.

**ARTICLE 20
LENGTH OF AGREEMENT**

This Collective Bargaining Agreement shall remain in full force and effect through August 14, 2018. It may be reopened upon mutual agreement. It is automatically renewed from year to year thereafter unless either party submits to the other a request in writing to reopen negotiations at least one hundred twenty (120) days prior to the annual expiration date of August 15, 2018.

FOR THE:
BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS
UNIVERSITY

FOR THE:
LABORERS' LOCAL 773

Randy J. Dunn 6/22/15
Randy Dunn, Acting Chancellor Date
Southern Illinois University

Kevin L. Starr 5-12-15
Kevin L. Starr Date
Business Manager

SOUTHERN AND CENTRAL ILLINOIS
LABORERS' DISTRICT COUNCIL

Brent D. Patton 5/14/15
Brent D. Patton Date
Director, Labor & Employee Relations

Clint B. Taylor 5-12-15
Clint B. Taylor Date
Business Manager

APPROVED
AS TO
LEGAL FORM
Patton

APPENDIX A BID ASSIGNMENTS

The following represents the list of assignments eligible for bid and their respective bid categories as mutually agreed upon by the Union and the University.

IMMEDIATE BID:

1. Recreation Center
2. Fire extinguisher
3. Fire extinguisher back up
4. Thompson Point
5. East Side Housing
6. Southern Hills/ Evergreen Terrace
7. Wall/ Grand/ University Hall
8. Health Service/ Rainbows End/ Washington Square
9. Student Center

ANNUAL BID:

1. G7 Truck
2. Recycle Truck
3. Early A. M. Maintenance 1
4. Early A. M. Maintenance 2
5. Stone Center
6. Floater 1
7. Floater 2
8. Floater 3
9. Early A. M. Parking lot
10. Recycle Windsor Barrel
11. Softball
12. Softball Back up

QUALIFIED POOL:

1. Mason Tender
2. Spraying and/or Tree Trimming 1
3. Spraying and/or Tree Trimming 2
4. Construction
5. Asbestos
6. Concrete