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IDnum 200 **Language** English **Country** United States **State** IL

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local 878

Occupations Represented
Chefs, cooks, and food preparation workers
First-line supervisors/managers of food preparation and serving workers
Automotive service technicians and mechanics
Heavy vehicle and mobile equipment service technicians and mechanics

Bargaining Agency The Board of trustees of Southern Illinois University

Agency industrial classification (NAICS):

61 (Educational Services)

BeginYear 2001 **EndYear** 2005

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Notes

Contact

Full text contract begins on following page.

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
GOVERNING SOUTHERN ILLINOIS UNIVERSITY
CARBONDALE
AND THE
AMERICAN FEDERATION OF
STATE, COUNTY, AND
MUNICIPAL EMPLOYEES
COUNCIL 31, AFL-CIO

FOR AFSCME LOCAL 878

EFFECTIVE

SEPTEMBER 1, 2001 - AUGUST 31, 2005

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COLLECTIVE BARGAINING AGREEMENT

This is an agreement by and between Board of Trustees of Southern Illinois University, hereinafter referred to as the Employer, and the Southern Illinois University Employees' Union No. 878 and the AFSCME Illinois Council No. 31 by the Committee authorized to act in its behalf, hereinafter referred to as the Union.

ARTICLE I**RECOGNITION AND MEMBERSHIP**

The Employer recognizes the Union as the exclusive collective bargaining representative for nonacademic employees of the University on the Carbondale Campus in the following Civil Service classifications:

Group A - Food Service Employees

First Cook

Second Cook

Cook's Helper

Dishroom Supervisor

Kitchen Laborer

Dining Room Supervisor

Attendant (Snack Bar)

Kitchen Helper

Group B - Operations Employees

Garage Foreman

Automotive Mechanic

Automotive Mechanic Helper

Automotive Mechanic Apprentice

Garage Attendant

Farm Mechanic

Grounds Equipment Mechanic

Specifications of and duties prescribed for these classifications are those set forth in the Class Specifications Book of the State Universities Civil Service System of Illinois dated September, 1967, or as amended.

ARTICLE II**JURISDICTION**

In case of jurisdictional disputes arising between representatives of this Union and those of other unions, it is understood that such differences shall be settled between the unions concerned, and that the Employer will not make any change in an already established work assignment practice until there has been an agreement on the part of all unions concerned that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate with the Union in expediting in every way possible the matter of final decision, including arbitration. If the work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned, pending agreement. If, however, it is of such a nature that stoppage would not cause serious inconvenience or expense, the work will be delayed pending an attempt to reach an agreement.

ARTICLE III

NON-DISCRIMINATION

Section 3.1. 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, handicap, religion, color, sex, age, national origin, or political affiliation, in compliance with Title VII of the Civil Rights Act of 1964 as amended, Executive Order 11246, as amended, the Illinois Fair Employment Practices Act. The Employer agrees that there shall be no discrimination by himself or his representative against officers and members of AFSCME Local 878 engaged in the negotiation of agreements, the adjustment of grievances, or the performance of committee work with the Employer in the interest of the Union and its members. The Union agrees not to discriminate in any way against any persons who are now or may hereafter be employed or be restored to, or reinstated in, employment by the University.

Section 3.2. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other 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 3.3. Americans with Disabilities Act

This agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state or federal law, including the Americans with Disabilities Act (ADA). If a proposed accommodation will conflict with an 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.

ARTICLE IV

EMPLOYER RIGHTS

It is understood and agreed that the Employer possesses the sole and unrestricted right to plan and conduct its operations and to determine the conditions of employment of its employees except where that it is clearly, expressly, and specifically limited in this Agreement. Rights which the Employer may exercise include, but are not limited to, the following:

- 1) To determine its mission, organization, budget, method of operation, and standards of service;
- 2) To determine the methods and means, including number and type of personnel, needed to carry out its mission;
- 3) To plan, direct, and control the work of employees, including the assignment of overtime;
- 4) To hire and assign employees within the unit;
- 5) To suspend, discharge, or take other disciplinary action against an employee for just cause;
- 6) To lay off employees for lack of work or funds or other legitimate reasons;
- 7) To introduce new or improved methods, equipment, and facilities;
- 8) To contract out for goods and services other than those performed by bargaining unit employees;
- 9) To plan, prepare, issue and enforce rules and safety regulations necessary for a safe, orderly and efficient operation;
- 10) The University may adopt, change or modify work rules. Whenever the University changes work rules or issues new work rules, the Union will be given at least five (5) days' prior notice, absent emergency, before the effective date, in order that the Union may discuss said rules with the University before they become effective if the Union so requests.

The Employer recognizes the obligation to bargain collectively with the Union on all matters pertaining to wages, hours, and working conditions of the employees covered by this Agreement. The Employer agrees not to adopt or enforce any personnel policy or rule conflicting with any provision of this Agreement.

ARTICLE V

UNION RIGHTS

Section 5.1. Stewards

The Employer agrees to recognize shop stewards selected by the Union, as Union representatives in the departments of Southern Illinois University covered by this Agreement. The shop steward may represent employees of his department or area in grievances. The Union shall furnish the Labor Relations Office with a

list of its officers and stewards and notify that office of changes in these officers.

Section 5.2. Access to Premises

The University agrees that Union officers and staff representatives shall have reasonable access to University premises for the conduct of Union business. Such officers and representatives who are not University employees shall give notice on their arrival to the Labor Relations Office, which shall then notify the appropriate supervisors of their presence on campus. The Union agrees that such activities will not interfere with the operations of the University.

Section 5.3. Bulletin Boards

The Union shall be permitted to post notices of meetings and other pertinent information of a non controversial nature on bulletin boards provided by the Employer in places easily accessible to the employees.

Section 5.4. Administration of Agreement

It is agreed that members and officers of the Union participating in collective bargaining negotiations, quarterly meetings, and grievance hearings with representatives of the Employer shall receive their regular pay while so occupied during their regular work shifts. It is further agreed that Union representatives will be allowed one (1) hour of paid work time in the Employer's Food Service prior to the beginning of each the fall and spring semesters to meet with new employees for the purpose of orientation.

Section 5.5 New Hires

The union shall be allowed one (1) hour per month for the purpose of meeting with employees hired within that month. The meeting shall be scheduled at a time mutually agreeable to both parties.

ARTICLE VI

UNION SECURITY

Section 6.1. Fair Share Deductions

Employees covered by this Agreement who are not members of the Union paying dues by voluntary payroll deduction shall be required to pay in lieu of dues, their proportionate fair share of the costs of the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Illinois Educational Labor Relations Act and the regulations of the Illinois Educational Labor Relations Board. The fair share payment, as certified by the Union, shall be deducted by the Employer from the earnings of the non-member employees as certified to the Employer by the Union. The aggregate deductions of the employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed the dues uniformly required of Union members.

Should any employee be unable to pay his contribution to the Union based upon bona fide religious tenets or

teachings of a church or religious body of which such employee is a member, such amount equal to their fair share, shall be paid to a non-religious charitable organization mutually agreed upon by the affected employee and the Union. If the Union and the employee are unable to agree on the matter, such payments shall be made to a charitable organization from an approved list of charitable organizations. The employee will on a monthly basis furnish a written receipt to the Union that such payment has been made. The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 6.2. Indemnification

The bargaining representative shall indemnify and hold harmless the Employer, its officers, agents, and employees, from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken 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 VII

CHECKOFF

Section 7.1. Deductions

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following;

- a) Union membership dues, assessments, or fees;
- b) Union sponsored benefit programs;
- c) P.E.O.P.L.E. contributions.

Request for any of the above shall be made on a form agreed to by the parties.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions shall be made in accordance with law. All such deductions for each applicable pay period requested by an individual employee will be consolidated into one amount expressed in dollars and cents. The aggregate deductions of all employees and a list of their names, addresses and social security numbers shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The Union shall advise the Employer of any increase in dues or other approved deductions in writing at least fifteen (15) days prior to its effective date.

Section 7.2. Indemnification

The Union shall Indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

Section 7.3. Availability of Cards

The union steward will meet with each new employee regarding the signing of a union card. The stewards

will deliver the cards to the designated union official who is responsible for delivering them to Human Resources. Such cards will be supplied by the Union.

Section 7.4. Union Membership

The Employer agrees that neither it nor its representatives shall take any position which either favors or opposes Union membership as such; that this is a matter entirely of the employee's free choice and determination; and that furthermore, as to competing unions, the employee must be free to make his choice without any pressure or influence whatsoever by or in behalf of the Employer.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1. Grievances/General 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.

The provisions of Public Act 83-1014 Section 3(b) relative to the presentation of grievances by individual employees shall be observed.

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

Step 1.

An employee and/or a Union representative of his choice shall first present any such matter to the immediate supervisor. This step must be taken within ten (10) working days of the date 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 two (2) working days.

Step 2.

If the dispute is not satisfactorily resolved, the grievance may be submitted by the employee or the Union in writing to 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 dispute is not satisfactorily resolved at Step 2, the grievance may be submitted in writing to the University Labor Relations Office designee. This must be done within five (5) working days after the receipt of the decision in Step 2. The Labor Relations Office shall arrange a meeting with both the employee and 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

decisions within five (5) working days after the meeting.

Step 4a.

If the dispute is not satisfactorily resolved at Step 3 and concerns the application or interpretation of the Statute and Rules of the State Universities Civil Service System of Illinois, the employee(s) or the Union shall, if the matter is to be pursued, present the issue(s) involved in the dispute to the Director of the System for resolution. This step does not apply to the question of an employee's discharge, which is covered in Section 2.

Step 4b.

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

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

Disciplinary action against an employee short of discharge shall be subject to this Grievance Procedure beginning at Step 3 and, if unresolved at that step, may be pursued by the Union at Step 4b.

An employee has the right to representation at all steps of the Grievance Procedure.

Section 8.2. Grievances Concerning Employee Discharges

In the event the Employer desires the discharge of a status employee who has completed his probationary period, the following rules and procedures will be observed:

- 1) The Employer will notify the employee and Union in writing of the intent to initiate discharge proceedings.
- 2) If the employee wishes to contest said discharge, he will then have ten (10) working days in which to: (a) Inform the Employer, in writing that he wishes the procedure specified in the Rules of the State Universities Civil Service System, Ch. VI 250.110 (e) (1) through (7) to be followed; or (b) File a grievance at Step 3 of the procedure given in Section 1 of this Article.
- 3) If the employee chooses (b) above, and the matter is not satisfactorily resolved at Step 3, the Union may pursue the matter according to Step 4b of the Grievance Procedure as set forth in this Article.
- 4) Once the employee has made his election as provided in (2) above, the result of the chosen process will be final and binding on the Employer, the Union, and the employee.

Section 8.3. Time Limits

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

A time extension may be taken at any step of the Grievance Procedure by mutual consent of the Employer and the Union.

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

When a grievant is required by the above procedure to attend a meeting during his regularly scheduled work assignment, such person shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time.

Section 8.4. Withdrawn Grievances

A grievance may be withdrawn at any level. Such withdrawal shall not constitute a determination of the merits of the grievance. In any case the withdrawal of a grievance shall be without precedent or prejudice.

Section 8.5. Records of Grievances

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 (1) year or more after the initial filing of a grievance, all record of that grievance shall be removed from that employee's departmental file.

Section 8.6. Investigating and Processing Grievances

Union representatives or stewards shall be allowed reasonable time to attend official grievance meetings with management, investigate grievances, or attend a disciplinary meeting during scheduled working hours. The union representative or steward must obtain approval of the department head or designee. Such requests may be denied if the employee's absence substantially impacts operational needs of the unit/department. Such requests shall not be denied in an arbitrary or capricious manner. Management may inquire as to the nature of the meeting calling employees away from the work site.

ARTICLE IX**DISCIPLINE**

It is understood that the Employer is obligated to observe the Statute and Rules of the State Universities Civil Service System in all matters concerning employee discipline, and that the remainder of this Article supplements the requirements of that Statute and those Rules.

Section 9.1. Progressive Disciplinary Action

The Employer agrees with the tenets of progressive and corrective disciplinary action and shall follow its Guidelines for Progressive Disciplinary Action-Civil Service Employees in cases involving employees covered by this Agreement.

Section 9.2. Just Cause

Disciplinary action may be taken against an employee only for just cause.

Section 9.3. Timeliness of Disciplinary Action

Disciplinary action shall be imposed as soon as possible after the Employer has become aware of the need for it and has had a reasonable time to investigate the matter giving rise to it.

Section 9.4. Manner of Discipline

If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public insofar as is possible.

Section 9.5. Pre-Suspension Meeting

Except in an emergency situation, prior to issuing a Notice of Disciplinary Suspension the Employer will notify the employee and the Union of the contemplated suspension and the reason(s) therefor. If the employee then so requests within two (2) work days, a meeting will be held by the Labor & Employee Relations division of the University's Human Resources office including the employee, representative(s) of the Union, and the Management official(s) involved in the matter. The employee and his Union representative(s) will have opportunity to contest the contemplated action at such a meeting, and will be allowed a reasonable extension of time to gather relevant evidence beyond the meeting if that is appropriate, prior to the imposition of a suspension. If the employee does not wish Union representation, a Union representative will nevertheless be entitled to be present in a non-active role. Failure on the part of the employee and/or his Union representative(s) to agree with the Employer on a time and place for a pre-suspension meeting or to attend a scheduled meeting will not prevent the imposition of a suspension. If a suspension is imposed it will begin no longer than thirty (30) days after the pre-suspension meeting.

Section 9.6. Time of Meetings

Every effort will be made to schedule any pre-suspension meeting or any meeting pursuant to discharge proceedings during the employee's regular hours of work. If that is not possible, the meeting will be scheduled immediately prior to, or immediately following, the employee's regular work shift. The employee will receive wage payment at the appropriate rate for the time spent in such a meeting. This Section does not apply in the case of an employee who is not reporting for work as scheduled during the period in which the disciplinary action is considered.

Section 9.7. Limit on Modification of Disciplinary Action

Once the measure of disciplinary action is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 9.8. Investigatory Interview

An employee shall be entitled to the presence of a Union representative at an Investigatory interview if he requests one and if the employee has reasonable grounds to believe that the interview may be used to

support disciplinary action against him.

If an employee is informed that he is being investigated for misconduct, he shall also be informed that the investigation is complete within a reasonable time of its completion.

Section 9.9. Union Representation

Any employee covered by this Agreement charged with or investigated for any misconduct, neglect, or violation by the Employer and which may lead to his being reprimanded, suspended, or discharged, shall have the right to be represented by the Union in any investigation, hearing, or trial conducted by the Employer or the Merit Board of the State Universities Civil Service System.

Section 9.10. Polygraph

No employee shall be required to take a polygraph examination as a condition of retaining employment with the Employer nor shall be subject to discipline for the refusal to take such. A Union representative may accompany a bargaining unit employee to a polygraph examination to which the employee has voluntarily agreed. The representative may review the polygraph questions used in the examination but may not be present during the administration of the polygraph examination.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 10.1. Work Week

The basic workweek for all employees covered by this Agreement shall be thirty seven and one-half (37 1/2) hours and five (5) consecutive working days of seven and one-half (7 1/2) consecutive hours each, Sunday through Saturday. The seven and one-half (7 1/2) hours may be broken up by a lunch period of not less than one-half (1/2) hour and not more than one (1) hour, except by agreement between the Union and the Employer.

Section 10.2. Work Schedules

Except in emergency situations whenever work schedules are changed, the employee or employees shall be personally notified of such changes at least twenty-four (24) hours before such changes become effective.

Employees in food service units will remain on an hourly rate. All employees in the unit will be given an opportunity to work the maximum amount of hours each month.

Section 10.3. Rest Periods

All employees shall receive a fifteen (15) minute rest period during each one-half shift. The rest period shall be granted near the middle of each four-hour shift whenever this is feasible. Under no circumstances can the rest period be used at the beginning or end of a work day.

Section 10.4. Attendance Required Outside Regular Schedule

When an employee covered by this Agreement is required by the Employer or his representative (i.e., supervisor) to attend meetings, conferences, training classes, or undergo physical examinations outside the employee's regularly scheduled working hours and in addition to a normal day's work, overtime at one and one-half (1 1/2) times the straight rate of pay shall be paid for all time so spent.

Section 10.5. Call Back

Whenever an employee is called back to work after completing a regular day's work, he shall receive at least two (2) hours pay at the overtime rate. When an employee is called back on his scheduled day off, he shall receive a minimum of three and three-quarter (3 3/4) hours at the overtime rate of pay.

Section 10.6. Replacements

The Employer shall call in replacements no later than one-half (1/2) hour after the start of the affected shift and the called employee shall be paid from the beginning of the affected shift when the employee reports to work within one (1) hour from the time of the call. If the called employee reports to work more than one (1) hour after the call, he will be paid only for the time actually worked.

Section 10.7. Overtime

It is understood that the Employer will pay time and one-half (1 1/2) for all hours worked in excess of seven and one-half (7 1/2) hours in a day and in excess of thirty seven and one-half (37 1/2) hours in one week (workweek). It is further understood that double time will be paid the employee for the seventh (7th) consecutive day worked within his workweek. Authorized vacation time and jury duty time shall be counted as time worked for the calculation of overtime.

A) Residence Hall Dining Employees

Section 10.7a. For overtime in the amount of (3 3/4 hours) or more the following steps shall be used:

- a) Overtime shall be offered to employees who are off duty--who work in the Unit in which the overtime occurs.
- b) Overtime shall be offered to employees on duty or coming on duty who are willing to work a long day-- who work in the Unit in which the overtime occurs.
- c) If no one is available for overtime from within the Unit, the overtime shall be offered on the campus wide overtime turn sheet. If an employee declines overtime three consecutive times in a building during the course of a semester, their name will be removed from the overtime turn sheet for that building for the remainder of the semester.

Section 10.7b. For overtime of less than (3 3/4 hours) the following steps shall be used:

- a) Overtime shall be offered to employees on duty or coming on duty who are willing to work a long day-- who work in the Unit in which the overtime occurs.

b) Overtime shall be offered to employees who are off duty-- who work in the Unit in which the overtime occurs.

c) If no one is available for overtime from within the Unit, the overtime shall be offered on the campus wide overtime turn sheet. If an employee declines overtime three consecutive times in a building during the course of a semester, their name will be removed from the overtime turn sheet for that building for the remainder of the semester.

d) If no one is available from the campus wide turn sheet, the overtime may be offered as a long day campus wide.

B) Travel Service Employees

Overtime shall continue to be equalized per past practice.

Section 10.7c. Saturday/Sunday work

It is agreed that the classifications Garage Foreman, Automotive Mechanic and Automotive Mechanic Helper will receive the rate of time and one-half (1 1/2) for work performed on Saturday, and the Automotive Mechanic will receive double time for Sunday.

Section 10.7d. Seventh Day

It is further agreed that the Garage Foreman, Automotive Mechanic Helper and Garage Attendant will receive the double time rate of pay for the seventh (7th) consecutive day worked within the work week.

Section 10.8. Administrative Closure

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

a) Employees regularly scheduled to work but not required to work during the closure will be paid their regular wages.

b) Employees regularly scheduled to work and required to work during the closure will receive additional compensation at their regular rates of pay for the hours worked.

c) Employees not regularly scheduled to work who are required to work on an overtime basis during the closure will be compensated at two and one-half (2 1/2) times their regular rates of pay for the hours worked.

Section 10.9. Overtime Records Provided to Union

The employer shall provide a copy of the overtime records for each classification, by department, to the Union on a monthly basis. This shall in no way negate the requirement of posting the overtime charts in the individual work areas.

ARTICLE XI

TEMPORARY ASSIGNMENT

Section 11.1. Appropriate Work Assignments

Except in emergency situations, employees shall not be expected to perform work outside of that normally assigned to their classifications. Work assignments shall not in any way conflict with the regular duties performed by members of the trade and craft unions.

Section 11.2. Temporary Downgrades and Upgrades

If an employee is temporarily assigned to a position in a classification bearing a lower pay rate than that of his regular position, he will continue to receive the pay for his regular position. If an employee is temporarily assigned to a position in a classification bearing a higher pay rate than that of his regular position, he will be paid as if he had received a promotion to such higher classification. Such higher rate will be paid for the actual time worked in the higher classification except that:

- 1) For employees in Group A only, any temporary upgrade will be for a minimum of one-half (1/2) day, any upgrade lasting more than one-half (1/2) day but less than a full day will be considered a full day.
- 2) For employees in Group B only, any temporary upgrade will be for a minimum of one (1) hour.

It is understood that the Rules of the State Universities Civil Service limit any temporary downgrade or upgrade to not more than thirty (30) consecutive work days. It is also understood that an employee must establish eligibility to be upgraded according to the Civil Service Rules before he will be so upgraded.

Opportunities for temporary upgrades will be rotated among eligible employees assigned to the same shift as the vacant position within each Residence Hall Dining cafeteria, beginning with the most senior such eligible employee at the start of each academic year and continuing, if such opportunities arise, in descending order of seniority. It is understood and agreed, due to the lengths of upgrade periods, that the amounts of time employees are upgraded will probably not be equal nor will necessarily be in accordance with seniority.

A temporary downgrade or upgrade will in no way interfere with the Union's right to represent the employee.

Section 11.3. Temporary Assignments Within a Classification

If an absent employee must be replaced, he shall be replaced by an off duty employee from the affected unit. In the Residence Hall Dining department, if the supervisor is not able to get an off duty employee from the affected unit to come to work, then replacement will be sought from among off duty employees in the other units. This shall be in conformity with the provisions of Article X, Hours of Work and Overtime.

Section 11.4. Return to Permanent Assignment

When an employee returns from a temporary assignment, he shall be allowed reasonable time to catch up, check and integrate the work of his regular assignment.

ARTICLE XII

SENIORITY

Section 12.1. Seniority

The determination of seniority, in all cases under this Agreement, shall be the employee's original date of appointment as a status employee in accordance with the Statute and Rules of the State Universities Civil Service System, Chapter VI, Section 250.120 Seniority, Subsection a)1). Seniority lists for the classifications covered by this Agreement will be compiled annually by the University prior to the bidding provided for by Section 2 of this Article. A copy of each list will be furnished to the Union.

Section 12.2. Annual Bidding

A) Travel Service Employees

Travel Service employees shall bid annually each September for shift assignments. Bidding shall be in seniority order within each classification with the most senior in the classification bidding first then the next most senior and so on. All vacancies occurring after the annual bid shall be posted and filled in accordance with Article XIII of this Agreement.

B) Resident Hall Dining

Individual employee assignments to the separate Residence Hall Dining units, work shifts, and days off will be decided the first full week in December of each year for the following calendar year in accordance with the bids of employees in the order of their seniority in each classification. Employees on leave of absence or Worker's Compensation leave at the time of bidding will be ineligible to bid at the annual unit assignment and schedule bidding. However, employees returning from leave after the completion of bidding shall be allowed to bid in accordance with Article XVI, Section 16.8 of this Agreement. In the bidding process, an employee's bid is irrevocable as soon as the next person in that classification has announced his bid. If a vacancy occurs after bidding is completed, seniority campus-wide will be followed through the bid process in the filling of that vacancy. Subsequent vacancies created by the filling of the first vacancy will be filled by bid according to the relative seniority of the employees within only the affected unit.

The schedule based on the bids will be available prior to the beginning of January and shall remain in effect until the following January unless a change in workforce requirements necessitates re-bidding.

The available positions will be posted in November prior to the bid in December.

ARTICLE XIII

VACANCIES

Section 13.1. Definition.

A vacancy occurs when a new job is created, within a classification covered by this Agreement, or when an existing position is vacated and the Employer determines to replace the previous incumbent.

Section 13.2. Filling of Vacancies.

A) Vacancies

When a vacancy is filled within a particular classification, the employee then working in that classification who bids for the position and has the greatest seniority shall be given the assignment. After the posting and bidding process are completed, the employee shall be moved to the new position as soon as practical.

B) Posting of Vacancies

Notices of all vacancies or new jobs in these classifications shall be posted in the Human Resources Office and in a mutually agreed upon area in each of the Residence Hall Dining facilities for a period of seven (7) calendar days. Posting notices for vacancies which occur during the summer break shall be sent to all employees via U.S. Mail. Employees shall have ten (10) calendar days to respond to the employer of his desire to bid on a posted vacancy.

All posting shall clearly identify the classification, shift, days off and building/geographic location of the posted vacancy in addition to the required qualifications.

C) Order of Bidding

Posted vacancies shall be filled from within the bargaining unit in the following order:

- 1) Job Assignment, including shift, days off and building assignment, within the classification in which the vacancy occurs.
- 2) Recall from layoff.
- 3) Promotion or voluntary reduction.

Section 13.3. Return to Previous Classification

An employee promoted to a new position under the provisions of this Article shall serve a six month probationary period. If he does not qualify or fails to meet the minimum standards of the new position within that period he will return to his/her old position, shift, and days off.

ARTICLE XIV

VACATION

A) 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) in % hour	Approximate Leave Days Earned in One 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

B) An Employee shall not 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) 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) 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.

E) 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.

ARTICLE XV

HOLIDAYS

A) The Employer recognizes the following as holidays:

Independence Day

Christmas Day

Labor Day New Year's Day

Thanksgiving Day

Memorial Day

and five (5) days designated by the President of the University prior to the beginning of the fiscal year.

B) Employees covered by this Agreement will be compensated for the holidays cited in A) at their regular rates of pay.

C) An employee required to work on a holiday cited in A) will be compensated one and one-half (1 1/2) times the regular rate of pay, in addition to the holiday pay provided in B).

D) When one (1) of the six (6) holidays listed in A) falls on a Saturday, the Friday preceding it will be recognized as that holiday. When one (1) of the six (6) holidays listed in A) falls on a Sunday, the Monday following it will be recognized as that holiday.

E) An employee who normally works other than a Monday-through-Friday schedule and who consequently is not scheduled to work on a recognized holiday, will receive as operations permit, either (1) an additional day's pay at his regular rate as provided in B) above, or (2) the scheduled day nearest the recognized holiday as a substitute holiday.

F) For an employee to receive compensation for a holiday, he must be in pay status the last scheduled work day preceding the holiday and the first scheduled work day following the holiday, unless absence on one or both of these days is approved by the appropriate Departmental Officer and Human Resources.

ARTICLE XVI

LEAVES

Section 16.1. General Leave

The Employer may grant leaves of absence without pay to employees for periods not to exceed six (6) months. Such leaves may be extended for good cause by the Employer for additional six (6) month periods.

Section 16.2. 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, or when necessitated by an emergency illness or injury of a member of the employee's immediate family. For this purpose, "immediate family" shall include spouse, child (including step), parent, sibling (including step), grandchild, or corresponding in-law living in the employee's household.

C) Employees who misuse sick leave may be suspended or discharged. An Employee's supervisors or the Office of Human Resources may require documentation from a physician, or other administratively acceptable proof of illness, when there is reasonable grounds to suspect misuse of sick leave. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.

D) Sick Leave benefits will apply only to an employee's regular work schedule.

E) Sick leave will be used in the following order:

- 1) Sick leave days earned and accrued before January 1, 1984.
- 2) Sick leave days earned and accrued on or after January 1, 1998.
- 3) Sick leave days earned and accrued on or after January 1, 1984 and before January 1, 1998.

F) Upon termination of employment for any reason, an employee or employee's estate is entitled to be paid for one-half (1/2) of the unused sick leave which was accrued on or after January 1, 1984 and prior to January 1, 1998.

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 (20) work days during a fiscal year (July 1 - June 30). Part-time employees and employees hired during a fiscal year, who have completed their probationary periods, will be eligible for a prorated portion of the twenty (20) day benefit. This benefit will apply to documented major illnesses or injuries of the employee only. 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. Each such request shall be subject to the approval of the employee's department and Human Resources.

The ESLB will be available for use beginning on the eleventh (11th) consecutive work day of absence caused by such major illness or injury. The first ten (10) days of absence must be accounted for by accrued regular sick leave, accrued vacation, or absence without pay. Vacation and regular sick leave will continue to accrue during the use of the ESLB.

If an employee returns to work before exhausting the ESLB, the unused portion of the twenty (20) work days will be available for use for a second major illness or injury in that fiscal year, again beginning on the eleventh (11th) consecutive day of absence. ESLB may not be carried over from one fiscal year into the next. If an absence covered by the ESLB extends from one fiscal year into another, the employee must return to work before becoming eligible for an additional twenty (20) days ESLB in the second fiscal year.

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 16.3. Funeral Leave

A leave of up to three (3) days with pay will be granted for an employee covered by this Agreement to attend the funeral of a member of the immediate family or household. For this purpose, the immediate family is defined as the spouse, child, parent, sibling, grandparent, grandchild, and corresponding in-laws. Household is defined as anyone maintaining a family relationship living in the employee's home. Approval will be granted for leave with pay of one (1) day to attend the funeral of a relative outside of the immediate family or household as defined above.

Section 16.4. Military Leave

A) 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 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 accumulative maximum of leaves of absences under this Section shall not exceed twenty (20) working days per fiscal year.

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

Section 16.5. Leave for Union Office/Conferences

A) The Employer shall grant requests for unpaid leaves of absence for employees for the purpose of service as AFSCME representatives or officers with the International, State, or Local organization of the Union for up to a maximum of two (2) years each, provided adequate notice thereof is given to the Employer and the

granting of such leave will not substantially interfere with the Employer's operations. Such leaves shall be in increments of no less than one (1) month. The number and length of such leaves may be increased or decreased by mutual agreement of the parties.

B) Unpaid leaves of absence may be granted to a maximum of three (3) duly accredited officers or delegates of AFSCME Local 878 for the purpose of attending State and National conventions or conferences sponsored or called by the American Federation of State, County and Municipal Employees, or the Illinois State Employees' Council. Such leaves of absence are not to exceed twelve (12) working days in any one (1) calendar year.

Section 16.6. Attendance in Court

Any employee called for jury duty or subpoenaed by a legislative, judicial, or administrative tribunal, shall be allowed time away from work with pay, except in matters of non-work related personal litigation, for such purposes. Day shift employees shall return to work if, after reasonable travel time from court to the University, one half (1/2) or more of the workday remains.

Section 16.7. Treatment of Seniority

A certified employee shall retain and continue to accumulate seniority and continuous service while on leaves provided for under this Article in accordance with the Statute and Rules of the State Universities Civil Service System.

Section 16.8. Employee Rights After Leave

A) An employee in Residence Hall Dining returning from approved leave, whose position has been filled as described in Article XIII shall be allowed to select from existing positions that which he desires, provided that there is a vacant position of the selected description or that a less senior employee in his classification occupies a position of that description. In the latter event, the returning employee will bump the least senior employee in the classification.

In the event an employee in Travel Services returns from an approved leave, such re-bidding as is necessary will be carried out to maintain the principle that relative seniority will prevail in the selection of work shifts.

B) When an employee goes on unpaid sick leave or disability leave, the following procedure will be used: As soon as it is known that such absence will be for more than (30) consecutive days, that position will be posted for bid. Such bid will, in all ways, comply with the terms of this Article.

Upon return from such leave, the employee shall be allowed to select the shift and days off he desires, provided that there is a vacant position of the description. If there is not a vacant position available, the returning employee must bump the least senior employee in his classification until the next annual bid.

In order to be eligible to use these procedures, the employee returning from leave must have an unconditional medical release to return to work.

It is understood and agreed that the failure of an employee to give the Employer adequate notice of his return from leave may require the returning employee to work where assigned by Management until the foregoing procedure(s) can be carried out. Such delay shall not exceed fourteen (14) days from the date the Employer

receives said notice of return.

Section 16.9. Failure to Return from Leave

Failure to return from a leave of absence within five (5) days after the expiration date thereof may be cause for discharge, unless it is impossible for the employee to so return and evidence of such impossibility is presented to the Employer within five (5) days after the expiration of the leave of absence or as soon as physically possible.

Section 16.10. Family Medical Leave Act

In accordance with the Family Medical Leave Act of 1993 the employer shall grant family and medical leave to eligible employees.

To be eligible for family and medical leave benefits, an individual must have worked for SIU for at least 12 months or 1 academic year and have worked at least half-time during the preceding 12-month period. An eligible employee shall be entitled to leave only during the normal period of employment.

An employee is eligible for:

- 1) Up to twelve (12) weeks of leave;
- 2) reinstatement to the same or an equivalent position;
- 3) intermittent or reduced leave, if medically necessary;
- 4) insurance continuation during the leave;
- 5) the ability to substitute certain paid leave for unpaid leave.

Specific policies and procedures for implementation are included by reference in the Civil Service Employee Handbook.

ARTICLE XVII

TUITION WAIVER

A) Employees covered by this Agreement shall be eligible for waiver of tuition and some fees, subject to the following conditions:

- 1) Each such request for tuition waiver and any attendant request time from work is subject to the approval of the employing department and Human Resources. Probationary employees are eligible for classes, however classes may not be scheduled during working hours.
- 2) Waiver will be granted for no more than the tuition for eight (8) credit hours per semester for full-time employees. Part-time employees will be eligible for waivers proportionate to their percentages of appointment. Not more than one (1) course requiring not more than five (5) clock hours per week may be taken during an employee's normal working hours. All such

work time must be made up in a manner mutually agreeable to the employee and his supervisor (s) or charged against the employee's accrued vacation time. The lunch period is not considered as part of normal working hours for this purpose but "breaks" or "rest periods" are.

- a. An employee must be employed for the entire duration of the semester or session to be eligible for tuition waiver.
- b. No course taken by an employee at the request or direction of the department head or Human Resources will count against the limitation in (2) above.

B) Surviving spouses and dependent children of deceased SIU-C employees are eligible for tuition waivers exclusive of fees for a period not to exceed eight (8) semesters under the following conditions:

1. A "deceased University employee" is defined as one who at the time of death was in active pay status, in retirement status, or in disability status and who had served the University for at least five (5) years in a full-time capacity.
2. Children must be natural born or adopted children who were considered dependents of the deceased for federal income tax purposes, or foster children who were supported by and lived in the home of the deceased employee for at least five (5) years and were considered dependents for federal income tax purposes.
3. Spouses and children are not eligible for tuition waivers if they are employed by the University in any capacity than as student employees or are receiving aid under a program that provides tuition reimbursement.
4. Children shall not be eligible for participation if they have passed the age of twenty-two (22) at the time of death of the employee unless they are enrolled in the University at the time of death. Eligibility of dependent children shall terminate at age twenty-eight (28).

C) Each dependent child of an employee is eligible for a fifty percent (50%) tuition waiver subject to the following conditions:

1. The employee must have been employed by Southern Illinois University for at least seven (7) years.
2. The child must be under the age of twenty-five (25) at the beginning of the academic year for which the waiver is requested.
3. The waiver is limited to eight (8) semesters plus four (4) summer sessions, undergraduate tuition only.
4. The child must qualify for admission to the University under the same admission requirements which the University applies generally to its respective undergraduate colleges, and must maintain satisfactory academic progress toward graduation once admitted.

ARTICLE XVIII

UNIFORMS

Section 18.1. Uniforms

Staff members employed in classifications covered by this Agreement shall be expected to wear uniforms while on duty. The type and color of uniforms will be prescribed by the administrative officer of the operating unit to which the individual position(s) are assigned. The type and color of uniforms shall not be changed during the term of this agreement.

A) Residence Hall Dining

A uniform maintenance allowance of two hundred dollars (\$200) per year shall be distributed as follows: one hundred dollars (\$100) to all employees who are in pay status on the first scheduled day of classes in the fall semester and one hundred dollars (\$100) to all employees who are in pay status on the first scheduled day of classes in the spring semester. New employees, or employees who return from leave during the semester, will be given a pro rated uniform allowance. These employees must be on the payroll by the 15th of the month to receive the uniform allowance for that month.

Effective January 1, 2002

The current language regarding uniform allowances will remain in effect until January 1, 2002. In January of 2002, RHD staff will be allowed to order 3 sets of uniforms for the remainder of that contract year. Effective August 2002, they will be allowed to order 5 sets of uniforms.

Current employees will be eligible to order 5 sets of uniforms (shirts, slacks, and aprons) in August of each year. Each newly hired employee may order 5 sets (shirts, slacks, and aprons) of uniforms when hired. Uniform style and company of purchase will be determined by Residence Hall Dining.

The employee shall be responsible for maintaining their uniforms in a proper manner at all times and to report to work with uniforms being clean and neat in appearance.

B) Travel Service

Full time employees shall be provided with no less than five (5) complete uniforms upon employment. Uniforms shall thereafter be replaced by the employer, at no cost to the employee, when worn out or damaged in the line of duty. Uniforms will continue to be laundered as per past practice.

All items as provided above, remain the property of the University and are to be used in accordance with Department work rules. Upon separation all uniforms must be returned by the employee before the final pay check will be issued.

ARTICLE XIX**LAYOFF/RECALL****Section 19.1. Application**

Layoff shall be in accordance with the procedures set forth in this Article with the exception that they shall not apply to recesses in the academic year and/or summer, when all employees in the affected classifications are to be laid off and recalled.

Section 19.2. Notice of Layoff

All employees shall be given written notice at least thirty (30) calendar days prior to the effective date of a planned layoff. A copy of the notice shall be sent to the Union President. The Employer shall notify

AFSCME Council 31 sixty (60) days prior to the intended effective date of a planned layoff. If requested by the Union, the Employer will meet with the Union forty-five (45) days prior to the planned layoff to negotiate the impact of the planned layoff.

Section 19.3. Layoff

In the event it becomes necessary to lay off employees for any reason, they shall be laid off in the inverse order of their seniority. This section shall be implemented in accordance with State University Civil Service System Rules regarding Layoff (Rule 250.110c) and Seniority (Rule 250.120). However, should the University require extra-help work within a classification in which employees are on layoff status, such extra help work shall be offered to those laid-off employees in descending seniority order. Such employees shall be compensated at the regular rate of pay for the classification they fill, consistent with the employee's status at the time of the original layoff.

Section 19.4. Recall

When staffing is increased or permanent vacancies occur within a classification, employees laid off from such classification shall be recalled in accordance with seniority as defined in Article XII, Section 1.

ARTICLE XX

NO STRIKE/NO LOCKOUT

Section 20.1. No Strike

During the term of this agreement, neither the union nor its officer 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 violation.

Section 20.2 No Lockout

During the term of this Agreement, neither the Board nor its administrative agents will lock out members of the union during the term of the 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 violation.

Section 20.3. Disputes

The Employer and the Union recognize a joint responsibility to provide continuing service to the end that educational processes be not interrupted. If, during the course of negotiations, a work stoppage becomes likely, every effort shall be made by the Employer and the Union to resolve the dispute. In accomplishing this purpose, all available processes shall be utilized, including the provisions of Public Act 83-1014.

ARTICLE XXI**INSURANCE****Section 21.1. Health and Life Insurance Premiums and Benefits**

Health and life insurance benefits and privileges for employees covered by this Agreement shall remain the same as those provided other employees of the University. The employer shall continue to pay the full premium cost for employee health and life insurance during the term of this Agreement (it is noted that the intent of this clause is to continue the practice of paying benefits during a lay-off period and shall not be intended as a guarantee of benefits during short term breaks (i.e., breaks between the fall and spring semesters)).

Section 21.2. Health and Dental Insurance During Layoff

Employees on layoff status shall retain health and dental insurance coverage for a period of six (6) months following the effective date of the layoff with the Employer paying the full premium, single or family plan as appropriate.

ARTICLE XXII**MISCELLANEOUS****Section 22.1. Agreement**

The Employer will provide the Union with one hundred fifty (150) copies of this Agreement within thirty (30) days of signing both parties.

Section 22.2. Information Provided to Union

The Employer agrees to notify the Union on a monthly basis of all new employees employed in classifications covered by this Agreement, as well as all separations/terminations, promotions, voluntary reductions, layoffs and recalls of employees covered by this Agreement. This section shall not include normal school year breaks and summer layoff.

Section 22.3. Health and Safety

The Employer agrees to make reasonable provisions for the safety and health of the employees covered by this Agreement during the hours of their employment.

Section 22.4. Departmental Labor /Management Meetings

Departmental Labor Management meetings shall be held with the Local Union and representatives of the Employer in Travel Services and Residence Hall Dining. Labor Management meetings shall be scheduled at a mutually agreeable date, time and location. The purpose of these meetings shall be to resolve problems or discuss issues within the respective department. Additional meetings may be requested by either party. Requests for additional meetings shall not be unreasonably denied. These meetings do not preclude other

grievance meetings which may be requested by the Union.

Section 22.5. Labor/Management Meetings

It is agreed that Labor/Management meetings with the President and Executive Board of AFSCME Local 878 will be held by representatives of the Employer. Labor/Management meetings shall be scheduled at mutually agreeable date, time and location. Additional meetings may be requested by either party. Requests for additional meetings shall not be unreasonably denied. These meetings do not preclude other grievance meetings which may be requested by the Union.

Section 22.6. Notices to the Union and Employer

Notices required herein shall be deemed to have been adequately given if served by certified mail, return receipt requested, upon the persons named below at the address indicated, unless otherwise notified in writing:

Notice to the Union shall be addressed to:

Steve Joiner, Staff Representative

AFSCME Council 31

247 Maple Street

Chester, Illinois 62233

Notices to the Employer shall be addressed to:

Bob York, Manager of Employee & Labor Relations

Human Resources

SIU - Carbondale

810 S. Elizabeth - Mail Code 6520

Carbondale, Illinois 62901

ARTICLE XXIII

WAGES

Section 23.1. Covering Employees in Group A

A) Effective September 1, 2001, wage rates shall be:

Classification Wage Rate

First Cook	\$13.39
Cook's Helper	\$12.96
Kitchen Laborer	\$12.96
Kitchen Helper	\$12.03
Dish Room Supervisor	\$13.39
Dining Room Supervisor	\$13.10

For employees hired on or after January 1, 1994, wage rates shall be on percentages of the base rates given in subsection (A) above for the employees' respective classification.

- Hire Rate 76%
- End of Probation 80%
- 1 and 1/2 calendar years of service* 84%
- 2 and 1/2 calendar years of service* 88%
- 3 and 1/2 calendar years of service* 92%
- 4 and 1/2 calendar years of service* 96%
- 5 and 1/2 calendar years of service* 100%

B) *Service shall count from the date of hire so long as seniority continues to be accrued in accordance with Civil Service Rules. If accrual of seniority is interrupted by an extended absence, the award of future wage increases will be delayed by the number of days of that absence.

C) An employee who earns a promotion (for example, Cook's Helper to First Cook or Kitchen Laborer to Dish Room Supervisor) before completing the progression given in B) will be placed at the step of the wage progression of the classification to which he is promoted that reflects a wage increase. The promoted employee will thereafter advance according to his total service in the promotional line.

Effective September 1, 2002, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Effective September 1, 2003, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Effective September 1, 2004, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Section 23.2. Covering Employees in Group B

Effective September 1, 2001, wage rates shall be:

Automotive Mechanic	\$20.01
Automotive Mechanic Helper	\$17.42
Garage Attendant	\$12.79
Farm Mechanic	\$20.01
Grounds Equipment Mechanic	\$20.01
Garage Foreman	\$22.47

Effective September 1, 2002, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Effective September 1, 2003, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Effective September 1, 2004, wage rates shall be increased in an amount equal to that received generally by civil service range employees.

Section 23.3. Shift Differential

It is agreed that thirty cents (\$0.30) per hour shift differential will be paid Garage Foreman, Automotive Mechanics, and Mechanics Helpers on 2nd and 3rd shifts.

It is further agreed that Resident Hall Dining employees will receive a thirty cents (\$0.30) per hour second shift differential. For RHD employees the second shift is defined as a shift that begins at 12:00 noon or later.

Section 23.4. Employee Meals

Residence Hall Dining employees shall receive one meal per shift. Employees may purchase additional meals at the housing employee rate.

ARTICLE XXIV

SUBCONTRACTING

During the term of this Agreement the Employer agrees to not contract with a third party for the operation of Housing Food Service or Travel Service functions in a manner which would cause the layoff of employees covered by this Agreement.

ARTICLE XXV

KITCHEN HELPER CLASSIFICATION

The Kitchen Helper classification shall be used to replace the Kitchen Laborer and Cook's Helper

classifications currently in use in Residence Hall Dining at SIU-C.

The employees currently in the Kitchen Laborer and Cook's Helper classifications shall not be effected by this change. The current classifications shall be replaced through natural attrition.

The Kitchen Helper classification shall be considered the same as the Kitchen Laborer and Cook's Helper classifications for the purposes of Overtime, Filling of Vacancies/Promotion and/or Lay Off/Recall. The Kitchen Helper classification shall be covered under all other terms and conditions of the Collective Bargaining Agreement.

ARTICLE XXVI

EXTRA HELP JOBS DURING LAY OFF

The employer shall give employees of Residence Hall Dining preference when hiring extra help employees for summer work by the Housing and/or Plant and Service Operations (Building and Grounds) departments. At least ten days prior to the beginning of the summer layoff the union will submit a roster of interested Residence Hall Dining employees who possess the requisite skills necessary to perform extra help work with their extra help application. When extra help positions for summer work exist, the employer will notify the president of the union and the AFSCME staff representative at least 72 hours before any selection is made who shall in turn be responsible for notifying Residence Hall Dining employees of such positions. Residence Hall Dining employees who timely apply for such positions during summer layoff and who possess the requisite skills necessary to perform the work, shall be given preference over applicants outside the University. No outside applicant shall be selected unless they have demonstrably greater qualifications than the residence hall dining employee. The employer shall not reject a Residence Hall Dining employee for any arbitrary or capricious basis.

With respect to extra help positions at Touch of Nature during the period of Residence Hall Dining employees summer layoffs, Residence Hall Dining employees who have made application and possess the requisite skills necessary to perform the work will receive an interview. The employer shall provide copies of all advertisements for summer extra help at Touch of Nature to the President of the Union and the AFSCME staff representative, who shall in turn provide such advertisement to their members. Any interested members must submit their application in accordance with the requirements of the advertisement. The employer shall not reject a Residence Hall Dining employee for any arbitrary or capricious basis.

ARTICLE XXVII

TERMINATION

Section 27.1. Term

This Agreement shall be effective September 1, 2001 and shall continue until August 31, 2005. It shall be automatically renewed thereafter from year to year, unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate the agreement (applicable to both Group A and Group B).

Section 27.2. Savings Clause

Should any provision of this Agreement, or any application thereof, become unlawful by virtue of any federal or State law, or Executive Order of the President of the United States or the Governor of Illinois, or final adjudication of any court of competent jurisdiction, the provisions or application of a provision of this Agreement shall be modified by the parties to comply with the law, order or final adjudication, but in all other respects the provisions and application of provisions of this Agreement shall continue in full force and effect for the life thereof.

Section 27.3. 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.

Section 27.4. Effectiveness

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.