

A G R E E M E N T

Between

**BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY-
SCHOOL OF MEDICINE (SPRINGFIELD)**

And

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL NO. 399**

**July 1, 2011
Through
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AGREEMENT

This Agreement is made and entered into by and between BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY SCHOOL OF MEDICINE-SPRINGFIELD (School or Employer) and the International Union of Operating Engineers, Local 399 (Union).

It is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, hours of employment, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the School; to encourage and improve efficiency and productivity; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I RECOGNITION AND REPRESENTATION

Section 1.1. Recognition. The School recognizes the Union as the sole and exclusive bargaining representative for all employees of the School in the following classifications: All Building Operating Engineers, Building Service Worker, Building Service Sub-Foreman, Assistant Grounds Gardener, Distribution Clerk, Grounds Worker, Press Technician I, Press Technician II, Pre-press Technician II, Laboratory Animal Care Technician I, Laboratory Animal Caretaker and Laboratory Helper, but excluding those employees in the classification of Assistant Chief Building Operating Engineer, Chief Building Operating Engineer, Building Service Foreman, Building Service Supervisor, Veterinary Technician I (Surgery), Offset Printing Supervisor I, Central Receiving Station Dispatcher, and all supervisory, confidential, managerial and short-term employees as defined by the Illinois Educational Labor Relations Act and all other employees of SIU School of Medicine. The term "employee" or "employees" as used in this Agreement shall only refer to employees who are specifically included in the above described bargaining unit unless the context clearly requires otherwise.

Section 1.2. Union's Duty of Fair Representation. The Union agrees to fulfill its duty to fairly represent all employees in the bargaining unit. The Union shall indemnify, defend and hold the School, its officers, officials, agents and employees, harmless against any claims, demands, suits or other forms of liability arising from any failure on the Union's part to fulfill its duty of fair representation.

Section 1.3. Gender of Words. Whenever in this Agreement the masculine gender is used, it shall be deemed to include the feminine gender, unless the context clearly requires otherwise.

ARTICLE II
DUES CHECKOFF

Section 2.1. Dues Checkoff. During the term of this Agreement, the School will deduct twice a month from each employee's paycheck the fixed uniform Union dues for each employee covered by this Agreement for whom a written dues checkoff authorization, signed by the employee, has been filed with the School. The actual dues amounts to be deducted, as determined by the Union, shall be uniform based on actual base salary for each employee in order to ease the School's burden in administering this provision. The Union may change the fixed uniform dues amounts once each calendar year during the life of this Agreement by giving the School at least forty-five (45) days' notice of any change in the amounts of the uniform dues to be deducted. If an employee has no earnings or insufficient earnings to cover the amount of the dues deduction, after other deductions, the Union shall be responsible for the collection of dues. The Union agrees to refund to the employee any amounts paid to the Union in error under this dues checkoff provision.

Section 2.2. Fair Share

(A) Pursuant to Illinois Educational Labor Relations Act the parties agree that as of the date of the signing hereof, if a majority of the members of the bargaining unit recognized hereby have authorized a deduction under Section 2.1 above, or if the Union otherwise demonstrates and verifies to the School's satisfaction in a manner acceptable to the School that such majority of the members of said unit are dues paying members of the Union at the time, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) calendar days of the signing hereof, shall be required to pay a Fair Share Fee not to exceed the amount of dues uniformly required of members. Such Fair Share Fee shall be deducted from the employee's paycheck and shall be forwarded to the Union along with the deductions provided for

in Section 2.1.

(B) The School and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the IELRB which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the School and the Union agrees to comply with and abide by all provisions of the Act and said Fair Share Rules.

(C) In the event that any employee covered hereby objects to making a Fair Share contribution as required by Section 2.2 hereof based upon bona fide religious tenants or teachings of a church or religious body of which that employee is a member, that employee may, as an alternative to making a Fair Share contribution, make contributions at least equal in amount to the Fair Share Fee amount to a nonreligious charitable organization mutually agreed upon by the objecting employee and the Union. For this purpose the Union shall certify to the School the names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section 2.2; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee deduction.

(D) The Union shall defend and hold the University and School harmless and shall provide counsel at the Union's expense to represent the University and School against any claim, demand, suit, or liability arising from any action taken by the University and School in complying with this Section 2.2 or in reliance on written direction forwarded to the University and School pursuant to this Section 2.2.

(E) Nothing contained herein shall require the School to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the School in that period.

Section 2.3. Indemnification. The Union shall indemnify and hold harmless the School, its elected officials, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that may arise out of or by reason of any action taken or not taken by the School for the purpose of complying with the provisions of this Article, or in reliance on any written checkoff authorization or notice which is furnished pursuant to the provisions of this Article.

**ARTICLE III
GRIEVANCE PROCEDURE AND ARBITRATION**

Section 3.1. Definition. Unless otherwise specifically provided herein, a "grievance" is defined as a dispute or difference of opinion raised by an employee against the School involving an alleged violation of an express provision of this Agreement.

Section 3.2. Procedure. The parties acknowledge that it is usually most desirable for an employee and his immediate supervisor to resolve problems through free and informal communications and if appropriate and requested, that a union consultant be present. If, however, the informal process does not resolve the matter, the grievance will be processed as follows:

STEP 1: Any employee who has a grievance shall submit the grievance in writing to the employee's immediate supervisor outside the bargaining unit, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented within seven (7) working days after the date of the first occurrence of the matter giving rise to the grievance or within seven (7) working days after the employee, through the use of reasonable diligence, could have had knowledge of the first occurrence of the matter giving rise to the grievance. Any grievance not presented to the employee's immediate supervisor within said seven (7) working day period shall be deemed waived. The immediate supervisor outside the bargaining unit shall render a written response to the grievant within seven (7) working days after the grievance is presented.

STEP 2: If the grievance is not settled at Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing to

the Unit Administrator (or his designee) within seven (7) working days after receipt of the immediate supervisor's answer at Step 1. The Unit Administrator or his designee) shall discuss the grievance with the grievant and an authorized representative of the Union, if requested, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Unit Administrator (or his designee) shall provide a written answer to the grievant and the Union within seven (7) working days following their meeting.

STEP 3: If the grievance is not settled at Step 2 and the grievant desires to appeal, it shall be referred by the grievant in writing to the Dean and Provost (or his designee) within seven (7) working days after receipt of the Unit Administrator (or his designee) answer at Step 2. Thereafter, the Dean and Provost (or his designee) and other appropriate individual(s) as desired by the Dean and Provost, shall meet with the grievant and a Union representative, if requested, at a time mutually agreeable to the parties. If the grievance is not resolved, the Dean and Provost (or his designee) shall submit a written answer to the grievant and Union within seven (7) working days following the meeting.

Section 3.3. Arbitration. If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, by notifying the Executive Director of Human Resources in writing within fifteen (15) working days of receipt of the Dean and Provost's (or his designee's) written answer as provided to the Union at Step 3:

(a) The parties shall attempt to agree upon an arbitrator within seven (7) working days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said seven (7) working day period, the parties shall jointly request the Federal

Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, who shall be members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be provided. The party requesting arbitration shall strike the first name and the other party shall then strike a name. The process shall be repeated until there is one name remaining. The person remaining shall be the arbitrator.

(b) The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Union and School representatives.

(c) The arbitrator shall attempt to submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs, whichever is later.

(d) More than one grievance may be submitted to the same arbitrator where both parties mutually agree in writing.

(e) The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the School and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.4. Limitations on Authority of Arbitrator. The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall only be empowered to determine the issue raised by the grievance as presented in writing at Step 3 and shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, rules and regulations of administrative bodies that have the force and effect of law, court decisions, or the provisions of this Agreement.

Any decision and award of an arbitrator rendered within the limitations of this Section 3.4 shall be final and binding on the Union, the School, and the affected employees.

Section 3.5. Time Limit for Filing. No grievance shall be entertained or processed unless it is submitted at Step 1 within seven (7) working days after the first occurrence of the event giving rise to the grievance or within seven (7) working days after the employee, through the use of reasonable diligence, could have had knowledge of the first occurrence of the matter giving rise to the grievance. If a grievance is not presented by the employee within the time limits set forth above, it shall be considered "waived" and may not be pursued further. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the School's last answer. If the School does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee may elect to treat the grievance as denied at the step and immediately appeal the grievance to the next step. The parties may by mutual agreement in writing extend any of the time limits set forth in this Article. "Working days" for purposes of this Article shall be defined as Monday through Friday, excluding holidays and administrative closure days.

Section 3.6. Time Off. One (1) employee grievant and one (1) local union consultant, if requested by the employee, shall receive time to participate in grievance meetings scheduled with School representatives, if the meetings are conducted during the employee's working time. Step 1, delivering of the written grievance, may be done by either the employee grievant or one (1) local union consultant, if requested by the employee. Attendance at such meetings shall not interfere with required work time, and attendance if during working time, shall be permitted only with the prior approval of the immediate supervisor outside the bargaining unit. No other time spent on grievance matters shall be considered time worked for compensation purposes.

Section 3.7. Miscellaneous. No member of the bargaining unit temporarily assigned as a supervisor shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit temporarily assigned as a supervisor shall impose any obligation or duty or be considered to be authorized by or binding upon the School unless and until the School has agreed thereto in writing.

Section 3.8. Exclusivity of Grievance Procedure. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolution of any dispute or difference of opinion raised by an employee involving a violation of the express provisions of the Agreement, except that warnings, reprimands, suspensions, demotions, discharges and definition of seniority shall be grieved/appealed as provided in Section 3.9 below. The grievance procedure contained herein shall be the sole and exclusive grievance procedure available to bargaining unit employees except as provided in Section 3.9 below. Provisions covered by the State Universities Civil Service System Statute and Rules, which are not subject to the grievance and arbitration provisions of this Agreement, shall be subject to review exclusively in accordance with the review procedures set forth in the State Universities Civil Service State and Rules, as they may from time to time be amended.

Section 3.9. Review of Discipline.

(A) Warnings, reprimands or suspensions may be appealed through the School's grievance procedure for civil service employees (hereinafter referred to as "the School's grievance procedure"), as it may from time to time be amended, or through the grievance and arbitration provision contained herein. Demotions, discharges and the definition of seniority may be appealed pursuant to the State Universities Civil Service System Statute and Rules, as they may

from time to time be amended, or through the grievance and arbitration provision contained herein.

(B) The grievance and arbitration procedure under Article III and an appeal pursuant to the State Universities Civil Service System Statute and Rules or through the School's grievance procedure are mutually exclusive and no relief shall be available under the contractual grievance procedure for any action appealed through the School's grievance procedure or appealed pursuant to the State Universities Civil Service System Statute and Rules or vice versa. Furthermore, the parties agree that the filing of a grievance under this Agreement shall act as a specific waiver by the involved employee(s) of the right to challenge the same action pursuant to the State Universities Civil Service System Statute and Rules or the School's grievance procedure. Filing an appeal pursuant to the State Universities Civil Service System Statute and Rules or the School's grievance procedure shall act as a specific waiver by the involved employee(s) of the right to challenge the same action under the contractual grievance procedure. A request for review of a discharge through the State Universities Civil Service System Statute and Rules shall act as a specific waiver by the employee(s) of the right to challenge the discharge and any subsequent suspension imposed in lieu of the discharge if the suspension is imposed for the same conduct, through the grievance and arbitration provisions of this Agreement. A waiver form shall be provided by the employer and shall be signed by the employee(s) involved and the employer.

ARTICLE IV MANAGEMENT RIGHTS

Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the School to make and implement decisions with respect to the operation and management of its operations in all respects, including but not limited to, all rights and authority exercised by the School prior to the execution of this Agreement. Such rights include but are not limited to the following: to determine the mission, policies and all standards of service offered by the School; to plan, direct, control and determine all the operations and services of the School; to manage, supervise, direct, assign and transfer the employees; to hire and promote employees; to establish the qualifications for employment and to employ employees; to schedule and assign work; to schedule and assign overtime; to revise, combine, add or eliminate job classifications; to determine the places, methods, means, organization and number of personnel by which operations are conducted; to establish work performance and productivity standards and, from time to time, to change those standards; to determine whether work and/or services are to be provided by employees covered by this Agreement (including which employees) or by other employees or persons not covered by this Agreement; to determine whether operations or services shall be made or purchased; to contract for goods and/or services; to make, alter and enforce rules, regulations, orders and policies; to evaluate and train employees; to demote employees; to discipline, dismiss, terminate and discharge nonprobationary employees for just cause; to evaluate performance and productivity; to change or eliminate existing methods, equipment or facilities; and to carry out the mission of the School. The exercise of the foregoing powers, rights, duties and responsibilities by the School shall be limited only by the specific and express terms of the Agreement to the extent such terms hereof are in conformance with the constitution and laws of the State of Illinois and constitution and laws of the United States.

ARTICLE V

SENIORITY

Section 5.1. Definition of Seniority. Seniority shall be defined in accordance with the State Universities Civil Service System Statute and Rules, as they may from time to time be amended. For purposes of scheduling vacation and overtime opportunities only, seniority for those individuals classified as Building Operating Engineers will include their continuous service time in the previous Building Maintenance Engineer classification.

Section 5.2. Seniority List. On or before January 1 each year, the School will provide the Union with a seniority list setting forth each employee's seniority date. The School shall not be responsible for any errors in the seniority list unless such errors are brought to the attention of the school in writing within twenty-one (21) calendar days after the Union's receipt of the list.

Section 5.3. Probationary Period. The probationary period for employees shall be in accordance with the State Universities Civil Service System Statute and Rules, as they may from time to time be amended. During an employee's probationary period the employee may be disciplined, laid off, or dismissed at the sole discretion of the School. No grievance shall be presented or entertained or any hearing held in conjunction with the discipline, layoff, or dismissal of a probationary employee.

Section 5.4. Termination of Seniority. Seniority and the employment relationship shall be terminated for all purposes if the employee:

- (a) quits;
- (b) is dismissed, terminated or discharged;
- (c) retires;
- (d) dies;

- (e) is laid off for a period of time in excess of a length of time equivalent to his seniority in the classification from which he was laid off, up to a maximum of three (3) years, or if the employee refuses without reasonable cause to accept three (3) offers of reemployment, or if the employee requests in writing removal from the reemployment register, or if the School receives notice from postal authorities of the inability to locate the employee at the employee's last known address and that no forwarding address has been left;
- (f) fails to report to work at the conclusion of an authorized leave of absence or vacation without prior notification and approval to extend such leave (which shall be considered a voluntary resignation), unless there are extraordinary circumstances beyond the employee's control that prevent notification and reporting for work;
- (g) is absent for three (3) consecutive working days without notifying the immediate supervisor outside the bargaining unit or his designee (which shall be considered a voluntary resignation), unless there are extraordinary circumstances beyond the employee's control that prevent notification and reporting for work.

**ARTICLE VI
NO STRIKE/NO LOCKOUT**

Section 6.1. No Strike. Neither the Union nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, mass resignations, mass absenteeism, picketing, or any other intentional interruption or disruption of the operations of the School. Violation of the provisions of this Article is grounds for discipline, up to and including discharge. Provided, however, the only issue subject to review is whether or not the employee engaged in such prohibited conduct.

Section 6.2. Resumption of Operations. In the event of an action prohibited by Section 1 of this Article, the Union, as soon as notified, shall publicly disavow said action by the employees, inform the employees of their obligation under this Agreement, and direct them to return to work.

Section 6.3. Judicial Restraint. The parties agree that the School has the right to obtain, to the extent provided by law, judicial relief in the event employees covered by this Agreement and/or the Union violates this Article and that nothing contained herein shall be construed to preclude the School from exercising such right.

Section 6.4. No Lockout. The School shall not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VII
MISCELLANEOUS

Section 7.1. Americans with Disabilities Act. The parties agree that the School may, take action that is in accord with what is legally permissible under the Act in order to be in compliance with the Americans with Disabilities Act. Actions will be taken that will not conflict with the requirements of this Agreement unless otherwise required by law.

Section 7.2. School's No Smoking Policy. The regulation of smoking by employees on School premises and in School vehicles shall be in accordance with the School's policies that are applicable to School employees generally as the same may be in effect from time to time.

Section 7.3. Visits by Union Representatives. Non-employee representatives of the Union shall be permitted reasonable access to School facilities for the purpose of representing employees covered by this Agreement. Any such representative will give prior notice to the Executive Director of Human Resources or his designee in the manner prescribed by the School, and on each occasion the Executive Director of Human Resources will first secure the approval of the Unit Head or his designee. Any such visit shall be made in a manner so as not to disrupt or interrupt the normal operation of the School or the performance of assigned duties and responsibilities of any employee covered by this Agreement. This visitation right shall at all times be subject to School or Unit rules applicable to non-employees.

Section 7.4. Labor-Management Committee. At the request of either party, the Union and the School shall meet quarterly to discuss matters of mutual concern that do not involve negotiations or grievances. The Union may invite up to two (2) bargaining unit members and two (2) non-employee representatives of the Union to attend such meetings. The School may invite up to four (4) School representatives to attend such meetings. The party requesting the meeting shall

submit a written agenda of the items it wishes to discuss at least seven days prior to the date of the meeting and a copy of any such written agenda shall be provided to the Director of Employee Relations. This section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. If a meeting is scheduled during an employee's regularly scheduled hours of work, the employee shall be released from work to attend such meeting for the duration of the meeting without loss of pay. The Labor-Management Committee is intended to improve communications and shall be advisory only.

Section 7.5. Drug and Alcohol Testing. Bargaining unit employees who are required as part of their duties to possess a commercial driver's license shall be subject to drug and alcohol testing in accordance with the School's policies and procedures as they may from time to time be amended. All other bargaining unit employees shall be subject to the drug and alcohol testing required for employees with commercial driver's licenses, except that they shall not be subject to random drug or alcohol testing.

Section 7.6. Subcontracting. It is the general policy of the School to utilize its employees to perform work they are qualified to perform. However, the School reserves the right to contract out any work it deems necessary for reasons including but not limited to, efficiency, economy, improved work product, lack of skills of bargaining unit employees or emergency.

Except when an emergency situation exists, before the School contracts out work previously exclusively performed by bargaining unit employees at facilities owned or managed by the School on the effective date of this Agreement, the School will notify the Union at least thirty (30) days prior to executing any such contract and offer the Union an opportunity to negotiate the impact and effects of the subcontracting decision. Provided, however, said negotiations shall not delay the implementation of the subcontracting provided the School provides the thirty (30) days notice.

Section 7.7. Driver's Licenses. Employees within the classification of Mailing Equipment Operator/Expeditor and Distribution Clerk shall be required to possess and maintain appropriate Illinois driver's licenses, including commercial driver's license, as a condition of employment. All bargaining unit employees hired after January 1, 1998, may be required to possess and maintain appropriate Illinois driver's licenses as a condition of employment. An employee must notify his immediate supervisor outside the bargaining unit of any change in the status of his driver's license. Failure to possess or maintain the required driver's license or to notify the immediate supervisor outside the bargaining unit of any change in the status of an employee's driver's license shall be grounds for discipline, up to and including discharge.

Section 7.8. Light Duty. The School may require an employee who is on a paid or unpaid medical leave of absence (including sick leave), or receiving workers' compensation benefits, to return to work in an available light duty assignment that the employee is qualified to perform, provided that the School's medical professional has determined that the employee is able to perform the light duty assignment in question without significant risk that such return to work will aggravate any pre-existing injury/condition and that there is a reasonable expectation that the employee will be able to assume full duties and responsibilities within one hundred twenty (120) days. If the employee's treating medical professional disagrees with the assessment of the School's medical professional that the employee is able to perform the light duty assignment, the employee may request an independent medical examination. The School's medical professional and employee's medical professional shall select a third medical professional to conduct the independent medical examination and render a third opinion. The cost of the independent medical examination shall be shared equally by the employee and the School, to the extent not covered by insurance. The School and employee shall each pay one-half of the cost directly to the medical professional. The employee will cooperate in the independent medical examination

process and execute any documents necessary for release of information to the School. The need for, terms, conditions and duration of the light duty assignment shall be determined by the Office of Human Resources. It is agreed that a light duty assignment need not necessarily be confined to the department in which the employee regularly works. Generally, a light duty assignment under this Section shall not exceed one hundred twenty (120) days. The School reserves the right to terminate any light duty assignment at an earlier time if the School's physician(s) determines that an employee is capable of returning to his normal job duties or the employee is unable to assume full duties and responsibilities within one hundred twenty (120) days. The School shall provide an employee with twenty-four (24) hours notice of a light duty assignment.

Nothing in this Section shall effect the statutory rights of the State Universities Retirement System in dealing with an employee on a disability pension.

Section 7.9. Part-Time Employees. Permanent part-time employees shall be eligible to accrue vacation and sick leave benefits on a prorated basis. Employees in appointments of 50% or more (but less than 100%) shall be eligible for medical/dental/life insurance coverage at the same cost and under the same terms and conditions that are applicable to other non-represented School employees in appointments of 50% or more (but less than 100%), as they may be modified from time to time.

Section 7.10. Tuition Reimbursement. Bargaining unit employees shall be eligible for tuition reimbursement benefits, if any, under the same terms and conditions that are applicable to other non-represented School employees, as they may be modified from time to time.

Section 7.11. Exclusivity of Contractual Benefits. The fringe benefits outlined in this Agreement are in lieu of benefits provided for under the School's policies and/or which are applicable to other civil service employees.

Section 7.12. Other Current Miscellaneous Benefits. Bargaining unit employees shall be eligible for other current miscellaneous benefits applicable to all other non-represented employees of the School, if any, under the same terms and conditions and during the same time frame applicable (as they may be modified from time to time) to all other non-represented employees of the School.

Section 7.13. Precedence of Agreement. If there is a conflict between the School's policies and the express provisions of this Agreement, the express provisions of this Agreement shall prevail.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

Section 8.1. Application of Article. This Article is only intended to serve as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week or per pay period and nothing contained herein shall be construed to preclude the School from restructuring the regular work day or work week.

Section 8.2. Regular Work Week and Work Day. The regular work week for employees shall be thirty-seven and one-half (37½) hours of work in the School's payroll week. The regular work day shall be seven and one-half (7-1/2) hours of work. When possible, the regular work day shall normally include one (1) fifteen (15) minute break during the first half of the shift, one (1) fifteen (15) minute break during the second half of the shift, and a thirty (30) minute or one (1) hour unpaid meal period (to be determined by the School). Employees shall report to work prepared to begin work at the designated starting time. Employees shall take any break and meal period at a time designated by the School.

Section 8.3. Changes in Regular Work Day/Work Week/Work Schedule, Etc. Should it be necessary in the School's judgment to establish a work schedule departing from the regular work day or the regular work week, or to change the regular schedule (work day or work week), shift, or days off of an employee or employees, absent emergency, the School will provide as much notice of a temporary change as is practicable to all employees directly affected by such change. The School will attempt to provide two (2) weeks' notice of a permanent change to all employees directly affected by such change.

Section 8.4. Overtime Pay. An employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked in excess of thirty-seven and

one-half (37-1/2) hours in a work week, in cash or compensatory time, at the discretion of the non-bargaining unit supervisor. Hours worked shall include time off in pay status for pre-approved bereavement leave, pre-approved jury/witness leave, a holiday, pre-approved vacation, pre-approved sick leave or sick leave approved by Human Resources. Hours worked shall not include other time off in pay status or uncompensated-periods. Provided however, the employee's regular work schedule may be changed pursuant to Section 3 above. Overtime shall be paid in 15-minute increments.

An employee called in to begin his regular shift early or works beyond the end of his regularly scheduled shift shall be paid for the extra time actually worked, without any minimum.

An employee called in to work at any other time while off duty shall be paid for the extra time actually worked, but with a minimum of two (2) hours, at the applicable rate.

Before any employee may become eligible to receive any overtime pay under this Agreement, the additional hours worked must be approved in advance by the employee's immediate non-bargaining unit supervisor.

Section 8.5. Compensatory Time. At the discretion of the School, employees may be required to receive compensatory time in lieu of overtime compensation. Compensatory time shall be scheduled by mutual agreement between the non-bargaining supervisor and the employee considering the operational needs of the School. Accrued compensatory time must be used by the end of the pay period following the pay period in which the compensatory time was earned.

Section 8.6. Overtime Opportunities. The non-bargaining unit supervisor shall have the right to require overtime or to seek volunteers for the overtime. Upon request by the union consultant, the non-bargaining unit supervisor will provide, within a reasonable time after the request is received, the most current overtime information.

Section 8.7. On-Call. The School may establish an on-call procedure which may be modified from time to time. Prior to establishing or modifying the on-call procedure, the School will notify the Union and discuss the procedure or modification to the procedure at a Labor-Management meeting.

Section 8.8. No Pyramiding. Compensation shall not be paid nor compensatory time taken more than once for the same hours under any provision of this Article or Agreement. There shall be no pyramiding of overtime or premium compensation rates.

Section 8.9. LAM. Any employee scheduled to work the weekend or a holiday shall be held responsible for obtaining pertinent information needed for proper LAM operations prior to working the proposed schedule.

Section 8.10. Flextime. At the request of an individual employee, in limited situations and based on operational needs, the non-union bargaining unit supervisor may approve variations of up to two hours of the employee's normal work schedule. Such request should be made forty-eight (48) hours in advance, or as soon as possible prior to the beginning of the regular shift for which the change is requested. By mutual agreement between the employee and the supervisor, the regular work schedule may be modified to allow for the time off to be made up, or for the employee to be charged the time to the appropriate benefit. For purposes of this Section 8.10, flex time is intended to allow an employee the opportunity to keep an appointment or obligation that could not otherwise be scheduled outside the regular work schedule. Flex time is generally not permitted on weekends, holidays or prior to scheduled vacation or sick leave, however in unusual circumstances such requests will be considered on an individual basis by the non-bargaining unit supervisor, considering the operational needs of the School.

ARTICLE IX

LEAVES OF ABSENCE

Section 9.1. Bereavement Leave. A leave up to three (3) days with pay will be granted for employees to attend the funeral of a member of the immediate family or household. For these purposes, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild and corresponding in-laws. Household includes anyone maintaining a family relationship living in an employee's home. Approval will be granted for leave with pay of one (1) day to attend the funeral of a relative outside the immediate family or household as defined above or to serve as a pallbearer at a funeral.

Section 9.2. Jury/Witness Leave. Any employee who is required to serve on a jury or subpoenaed to a legislative, judicial or administrative tribunal as a witness in a case arising out of his School employment in which the employee has no personal interest shall be excused from work without loss of regular straight-time pay for the days or portions thereof on which the employee must be present for such jury service or court appearance and on which the employee would otherwise have been scheduled to work. The employee shall submit a certificate evidencing that he appeared and served as a juror or witness. An employee shall return to work when not actually appearing or serving as a juror or witness and immediately upon release from jury duty or court appearance. An employee subpoenaed as a witness in a case not arising out of his employment or in which the employee has a personal interest (including, but not limited to, being a plaintiff, complainant, charging party, defendant or respondent) will be granted time off without pay for the day or portion thereof that the employee is required to appear in court as a witness.

Section 9.3. Military Leave. Military leave with pay (at the employee's regular straight-time hourly rate) shall be granted for fulfillment of the employee's annual military obligations in

any component of the armed forces of the United States, not to exceed ten (10) working days per fiscal year. In the event employees are activated in any component of the armed forces of the United States because of a civil disturbance, disaster or other local emergency, and the School authorizes payment for such service, employees may be compensated for such duty in addition to the annual military obligation. The cumulative maximum of such paid leaves shall not exceed 20 working days per fiscal year. The employee shall notify the School prior to commencement of the military leave of their decision to accept military service pay in lieu of regular straight time pay for the period of such military service. Unless otherwise notified, the School will expect the military service pay to be the employee's choice. Compensation during leaves for other training or service not mentioned above shall be governed by applicable state or federal law.

Section 9.4. School Visitation. Leaves for school visitation shall be in accordance with the School's policy applicable to non-bargaining unit employees as it may, from time to time be amended.

Section 9.5. Family and Medical Leave. Family and Medical Leave shall be in accordance with the School's policy applicable to non-bargaining unit employees, as it may from time to time be amended.

Section 9.6. Leave Without Pay. An employee may, at the School's discretion, be granted an unpaid leave of absence under such terms and conditions as the School may establish. An employee on an unpaid leave of absence will not accrue any benefit time.

Section 9.7. Unauthorized Absence. Any unauthorized absence from work during assigned work hours shall be grounds for disciplinary action, up to and including discharge. An absence of three (3) or more consecutive work days without notification by an employee to his immediate non-bargaining unit supervisor shall be considered a voluntary termination and shall result in the termination of the employment relationship, unless extraordinary circumstances

beyond the employee's control prevent notification and reporting for work. For purposes of this Section 9.7, the Office of Human Resources shall be consulted on the definition of "extraordinary circumstances."

Section 9.8. Application For Leave. Any request for a leave of absence shall be submitted in writing by the employee in accordance with the procedures established by the School. Failure to follow the School's procedures shall result in denial of the leave and may result in discipline, as well.

ARTICLE X

SICK LEAVE

Section 10.1. Sick Leave. Employees will earn sick leave at the rate of .0462 hours for each hour of pay status service (exclusive of overtime). An employee shall not be eligible to earn any sick leave when on layoff, suspension, workers' compensation, approved leave of absence without pay or any type of unpaid or inactive status. A probationary employee may use sick leave during his probationary period but will be required to provide certification of illness, injury or disability from a health care provider prior to returning to work. This certification shall contain the information described in Section 10.5.

Paid sick leave will be at the employee's regular straight-time hourly rate of pay and may only be used for personal illness, injury or disability or illness, injury or disability in an employee's immediate family or household which necessitates the absence of the employee from his regular work schedule. For purposes of this Section, an employee's immediate family shall only include the employee's spouse, child or parent. Household includes any individual maintaining a family relationship with the employee who is living in the employee's home. In addition, an employee may, subject to advance approval by the employee's non-bargaining unit supervisor, be permitted to utilize accrued sick leave to attend a necessary appointment with the employee's or household member's health care provider during the employee's scheduled working hours, provided that such appointment cannot be scheduled to occur during the employee's non-work time. The use of such sick leave shall be limited to those hours necessary to travel or actually attend the appointment with the health care provider and the employee shall be required to work those scheduled hours which do not conflict with the appointment, unless the employee's non-bargaining unit supervisor approves the use of benefit time under other provisions of this Agreement.

Section 10.2. Sick Leave Notification. To be considered eligible for paid sick leave under this Section, an employee must notify the School as soon as the need for the leave becomes known, but for employees working days (Monday -Friday, excluding holidays) the notice shall be provided no more than fifteen (15) minutes after the employee's starting time and for employees working weekends, holidays, evenings or midnights, the notice must be provided no less than two (2) hours prior to his starting time. If an employee fails to provide such notice, his absence shall be considered an absence without pay and may subject the employee to discipline, as well. Exceptions to the notification requirements set forth in this Section may be made at the discretion of the School.

Section 10.3. Abuse of Sick Leave. Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The School and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action, up to and including discharge. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay except when outside employment has been approved by the School.

Section 10.4. Sick Leave Utilization. Sick leave shall be used in no less an increment than thirty (30) minutes unless the Department Head, in his discretion, approves the use of sick leave in not less than .10 of an hour increments. A request for leave of absence must be submitted in writing by the employee in accordance with the procedures established by the School as they may from time to time be amended. Failure to follow the School's procedures shall result in denial of the leave and may result in discipline, as well.

Section 10.5. Medical Examination. As a condition of eligibility for paid sick leave under this Section, the School may require, at its discretion, an employee to submit a certification of illness, injury or disability from a health care provider when the employee has used sick leave for

more than two (2) consecutive work days; has had repeated absences of shorter periods; is suspected of abusing such leave; or in such other circumstances as may be deemed appropriate by the Office of Human Resources. The health care provider's statement referred to above must: (1) be the original health care provider's statement and contain the health care provider's signature; (2) state that the employee has been provided health care services by the health care provider or at the health care provider's direction; (3) include the nature of the illness, injury or disability; (4) state that the employee is unable to report to work or perform the duties of his position due to an injury, illness or disability and (5) contain the anticipated duration of absence. The employee shall also be required to provide a release from his health care provider certifying that the employee is able to return to work if the employee is absent for three (3) consecutive days or more. Failure to provide the required certification may result in denial of the leave, discipline and/or delay/denial of return to work. The School also reserves the right, at its discretion, to require an employee utilizing sick leave to submit at any time during such leave to an examination by a health care provider designated by the School, at the School's expense.

Section 10.6. Sick Leave Payment. Any employee who is dismissed or otherwise terminates employment with the School shall not be paid for any sick leave benefits accrued since January 1, 1998. Accrued and unused sick leave accumulated prior to January 1, 1998 shall be paid upon termination, if at all, in accordance with the School's policy applicable to non-bargaining unit employees as it may, from time to time, be amended.

Section 10.7. Extended Sick Leave Benefit.

(A) All full-time non-probationary employees may be eligible for an extended sick leave benefit (ESLB) with pay for documented major medical illnesses or injury of the employee only. Major medical illnesses or injury is defined as a serious illness or injury which precludes an

employee from performing the duties of his/her classification and includes but is not limited to in-patient surgery or hospitalization, heart attack, complications from pregnancy, and cancer.

The ESLB may be available for use beginning on the second (2nd) consecutive work day of absence necessitated by such major medical illness or injury and shall be limited to twenty (20) non-accruable working days in a twelve (12) month period beginning on July 1 of each year and extending through June 30 of the following year. Employees must use accumulated sick leave, vacation or be absent without pay during the first day of absence immediately preceding the ESLB due to the major medical illness or injury. ESLB will be deducted from an eligible employee's family and medical leave entitlement.

If an employee returns to work before exhausting the ESLB, the unused portion of the twenty (20) days will be available for use for a second major medical illness or injury during the same twelve (12) month period (July 1 - June 30) under the same terms and conditions as set forth above. ESLB may not be carried over from one twelve (12) month period to the next. If an absence covered by ESLB extends from one twelve (12) month period (July 1 - June 30) to the next, the employee must return to work before becoming eligible for an additional twenty (20) days of ESLB in the next twelve (12) month period (July 1 - June 30).

(B) Termination of ESLB: In the event the School eliminates the ESLB benefit, all provisions for this benefit in this section will become null and void irrespective of the employment date of the employee. In the event the School reduces the ESLB benefit, all provisions for this benefit in this section will be reduced proportionately, irrespective of the employment date of the employee.

ARTICLE XI

VACATIONS

Section 11.1. Vacation Leave. Employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Rate of Accrual	Approximate Days/Year	37½ Hour Employees Pay Status Hour
1	.0462	12	0-1957.5
2	.0500	13	1957.6-3915.0
3	.0539	14	3915.1-5872.5
4	.0577	15	5872.6-7830.0
5	.0616	16	7830.1-9787.5
6	.0655	17	9787.6-11745.0
7	.0693	18	11745.1-13702.5
8	.0732	19	13702.6-15660.0
9	.0770	20	15660.1-17617.5
10	.0809	21	17617.6-19575.0
11	.0847	22	19575.1-21532.5
12	.0885	23	21532.6-23490.0
13	.0924	24	23490.1-25447.5
14	.0962	25	25447.6-27405.0
15	.1000	26	27405.1-29362.5
16	.1039	27	29362.6-31320.0
+17	.1077	28	31320.01-

Provided, however, an employee shall not be eligible to utilize accrued vacation until after the completion of six (6) months of continuous service.

Section 11.2. Vacation Eligibility. An employee shall not be eligible to earn any vacation leave when on suspension, layoff, workers' compensation, approved leave of absence without pay or any type of inactive or unpaid status.

Section 11.3. Vacation Pay. Vacation pay shall be paid at the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification.

Section 11.4. Vacation Scheduling. Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination of preference for vacation for the remainder of the calendar year being made by seniority until February 1 and on a first-come, first-served basis thereafter. Employees will be notified of approval/denial of vacation requested on the basis of seniority on or before February 15. Each department shall make available or post a vacation schedule and up date it at reasonable intervals. It is expressly understood that the final right to designate all periods in which vacation may be taken and the maximum number of employee(s) who may be on vacation at any time is exclusively reserved to the non-bargaining unit supervisor in order to ensure the orderly performance of services provided by the School. Vacation leave of three (3) days or more must be requested ten (10) working days in advance, unless otherwise authorized by the non-bargaining unit supervisor or his designee. Vacation of two (2) days or less must be requested three (3) working days in advance. A vacation request of two (2) days or less shall be returned within 24 hours to the employee submitting the request provided the non-bargaining unit supervisor or designee is present when the request is made. In extenuating circumstances an employee may request vacation leave with less than the required notice. In this event, such request shall be approved at the discretion of the employee's non-bargaining unit supervisor or designee. Variances in the time limits for vacation requests or total number of employees approved for vacation in any one day or week shall not set a precedent for approval of future requests. No employee shall utilize any vacation leave without the prior approval of the

non-bargaining unit supervisor. Even if vacation has been previously approved, if an employee has insufficient vacation accrual at the time of the leave, the employee is required to report for work.

Section 11.5. Vacation Utilization. Vacation leave shall only be used in increments of thirty (30) minutes. A request for vacation must be submitted in writing by the employee in accordance with the procedure established by the School. Failure to follow the School's procedures shall result in denial of the leave and may result in discipline. A vacation request submitted after February 1 shall be returned to the employee submitting the request within seven (7) working days.

Section 11.6. Vacation Accumulation. The maximum amount of vacation an employee can accumulate is equal to the amount that can be accrued in a two-year period at the employee's current rate of accrual. Once an employee reaches the maximum, the employee shall not accrue additional vacation until after vacation is used.

Section 11.7. Pay Upon Termination. An employee shall receive compensation for all accrued, unused vacation (up to the maximum specified in Section 11.6) as of the employee's date of termination at the employee's regular straight-time hourly rate of pay, unless the employee is beginning employment with another state agency within thirty (30) calendar days.

ARTICLE XII

HOLIDAYS

Section 12.1. Designation of Holidays. The following days or days observed as such by the School shall be considered paid holidays during the term of this Agreement:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day
- 5 Holidays to be designated by the School

A calendar of dates on which the above holidays are to be observed will be provided to the Union and employees prior to the beginning of each fiscal year.

Section 12.2. Holiday During Scheduled Days Off. When a holiday is observed by the School on an employee's regularly scheduled day off, the employee will receive an extra day's pay or another day off, at the discretion of the non-bargaining unit supervisor. The additional day off will be scheduled by mutual agreement between the employee and the non-bargaining unit supervisor.

Section 12.3. Pay for Holiday Work. If the School requires an employee to work on one of the observed holidays designated under Section 1 of this Article, said employee shall be paid one and one-half (1-1/2) times his regular straight-time hourly rate of pay for all hours actually worked on said holiday in cash or compensatory time at the discretion of the non-bargaining unit supervisor. Compensatory time off shall be scheduled by mutual agreement with the non-bargaining unit supervisor, considering the operational needs of the School. Compensatory time must be used by the end of the payroll period following the payroll period in which it was earned.

In addition, the employee shall receive his regular pay for the holiday, providing the employee meets the eligibility requirements under Section 12.4 of this Article.

Section 12.4. Eligibility Requirements. In order to receive holiday benefits under Sections 12.1 and 12.3, an employee must work the last scheduled workday preceding and the first scheduled workday following the holiday or be on a pre-approved bereavement leave, pre-approved jury/witness leave, pre-approved compensatory time, pre-approved vacation, pre-approved sick leave or sick leave approved by Human Resources. Employees who are suspended, who are on workers' compensation or in any other unpaid or inactive pay status shall not be eligible for holiday pay.

Section 12.5. Administrative Closure. The School, in its discretion, may grant bargaining unit employees up to two (2) administrative closure days with pay during the period from December 26 through December 31. Employees who are required to work on an administrative closure day will be compensated in accordance with the School's policy, as it may from time to time be amended.

ARTICLE XIII

SALARIES

Section 13.1. Salary Schedule. Employees shall be compensated in accordance with the salary schedules attached to this Agreement and as described in Section 13.2 below.

Section 13.2. Salary Increases.

Employees covered by this Agreement shall receive a Two and Three-quarter percent (2.75%) market adjustment effective August 28, 2011.

July 1, 2012– June 30, 2013

Increase base wages by an amount equal to the salary increase amount appropriated by the Legislature and authorized by the Governor of the State of Illinois, and by an amount equal to any other general salary increase granted to all employees of the School of Medicine. This would not include any additional money appropriated or granted for the recruitment or retention of critical faculty and staff.

July 1, 2013– June 30, 2014

Increase base wages by an amount equal to the salary increase amount appropriated by the Legislature and authorized by the Governor of the State of Illinois, and by an amount equal to any other general salary increase granted to all employees of the School of Medicine. This would not include any additional money appropriated or granted for the recruitment or retention of critical faculty and staff.

July 1, 2014–June 30, 2015

Increase base wages by an amount equal to the salary increase amount appropriated by the Legislature and authorized by the Governor of the State of Illinois, and by an amount equal to any other general salary increase granted to all employees of the School of Medicine. This would not include any additional money appropriated or granted for the recruitment or retention of critical faculty and staff.

Provided, however, the School may reduce, delay or deny an increase to an employee who does not have satisfactory performance. Nothing contained herein shall preclude an employee from filing a grievance in the event his increase is reduced, delayed or denied.

Section 13.3. Temporary Assignment. When an employee is assigned to assume all of the duties and responsibilities of a classification that has a higher salary range base for three (3) entire consecutive workdays, he shall be paid the base salary of that higher level classification or his regular hourly rate plus 5%, whichever is greater, for all hours actually worked in the higher level classification, retroactive to the beginning of the assignment to the higher level classification.

Section 13.4. New Hires. An employee hired into a bargaining unit classification during the term of the Agreement shall be paid the base salary of the classification in accordance with the following schedule:

Classification	Base Rate
Assistant Grounds Gardener	\$14.00
Building Operating Engineer	\$21.50
Building Service Worker	\$10.50
Building Service Sub-Foreman	\$13.00
Distribution Clerk	\$10.00
Grounds Worker	\$11.00
Laboratory Helper	\$9.50
Laboratory Animal Caretaker	\$11.75
Laboratory Animal Care Technician	\$13.00
Pre-Press Technician II	\$17.00
Press Technician I	\$15.00
Press Technician II	\$17.00

Section 13.5. Demotions/Voluntary Reductions. An employee who is demoted or accepts a voluntary reduction to a classification with a lower base rate of pay shall be paid the base rate of pay of the new classification effective on the first day in the new classification.

Section 13.6. Longevity Adjustments.

August 28, 2011	Increase base rate of pay as of August 27, 2011 by one percent (1%)
July 1, 2012	Increase base rate of pay as of June 30, 2012 by one percent (1%)
July 1, 2013	Increase base rate of pay as of June 30, 2013 by one percent (1%)
July 1, 2014	Increase base rate of pay as of June 30, 2014 by one percent (1%)

Provided, however, the School may reduce, delay or deny an increase to an employee who does not have satisfactory performance. Nothing contained herein shall preclude an employee from filing a grievance in the event his increase is reduced, delayed or denied.

ARTICLE XIV

INSURANCE AND RELATED BENEFITS

Section 14.1. Insurance Coverage, Benefits and Cost. In recognition of the desirability of maintaining a uniform policy School-wide with respect to insurance coverage, benefits and costs, bargaining unit employees shall be eligible to receive the same insurance coverage and benefits at the same costs and under the same terms and conditions that are applicable to the non-bargaining unit School employees generally, as they may be modified from time to time.

Section 14.2. Terms of Policies to Govern. Coverage, benefits and costs under the insurance policies referred to in Section 14.1 of this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage, benefits and costs shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement.

Section 14.3. Other Related Benefits. In recognition of the desirability of maintaining a uniform policy School-wide with respect to supplemental insurance coverage, flexible benefits accounts, retirement annuities, savings bonds and other related benefits which are provided to all other State of Illinois employees, bargaining unit employees shall be eligible to receive these same related benefits at the same costs and under the same terms and conditions that are applicable to the non-represented School employees generally, as they may be modified from time to time.

ARTICLE XV

UNIFORMS

Section 15.1. Uniforms. If an employee is required to wear a uniform, the School will provide such uniform to the employee upon initial hire. Thereafter, the School shall provide replacement uniforms to the employee, as determined necessary by the non-bargaining unit supervisor. The School shall have the right to establish the type, style and color of uniforms, as well as the rules concerning the use, wear and replacement of uniforms.

ARTICLE XVI

SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by any board, 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 specifically specified in the board, agency or court decision or subsequent litigation, and the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE XVII

ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein. If a past practice is not addressed in this Agreement, it may be changed by the School as provided in the Management Rights Clause, Article IV.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly 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 or covered by this Agreement, including the impact of the School's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment, even though specific aspects of such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

DURATION AND TERM OF AGREEMENT

Section 18.1. Termination. Unless otherwise specifically provided herein, this Agreement shall be effective July 1, 2011 once executed by both parties and shall remain in full force and effect to and including June 30, 2015, and shall continue in full force and effect from year to year thereafter unless notice is served in writing by either party on the other not more than ninety (90) days or less than sixty (60) days prior to the date of expiration.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate the Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS,
AFL-CIO, LOCAL NO. 399;

FOR THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY:

Brian E. Dwyer 9/2/11
Business Manager and Date
President

Arthur Ch... 9/26/11
Chancellor Date
Southern Illinois University