

**2009 – 2013**

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTHERN ILLINOIS UNIVERSITY  
SCHOOL OF MEDICINE**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO,  
ON BEHALF OF LOCAL 370**

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## **PREAMBLE**

This Agreement, entered into by Southern Illinois University, School of Medicine hereinafter referred to as the School, and American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, for and on behalf of Local 370, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the School and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## **ARTICLE I DEFINITIONS**

This Agreement shall incorporate the following definitions:

|   |  |
|---|--|
| <u>Board of Trustees:</u>                       | The term “Board of Trustees” shall mean the governing board of Southern Illinois University, Carbondale, Illinois.   |
| <u>Executive Director of Human Resources:</u>   | The term “Executive Director of Human Resources” shall mean the chief human resources administrator at Southern Illinois University School of Medicine, Springfield, Illinois.   |
| <u>Office of Human Resources:</u>               | The term “Office of Human Resources” shall mean the human resources office for Southern Illinois University School of Medicine in Springfield, Illinois.   |
| <u>President of the University:</u>             | The term “President of the University” shall mean the President of Southern Illinois University, Carbondale, Illinois.   |
| <u>School Policy:</u>                           | The term “school policy” shall mean the internal operating rules and regulations adopted by or applicable to the School of Medicine.   |
| <u>State Universities Civil Service System:</u> | The term “State Universities Civil Service System” shall mean a separate entity of the State of Illinois empowered to maintain a program of human resources administration for public universities and their professional (non-academic) technical and support staff. (110 ILCS 70/0.01 <i>et seq.</i> ) |
| <u>Status Employee:</u>                         | The term “status employee”, for the purpose of this Agreement, shall mean an employee appointed to a civil service position that the School intends to be a continuing position.   |
| <u>Union President:</u>                         | The term “Union President” shall mean the President of Local 370.  |

Unit 1 Employees:

The term “Unit 1 Employees” shall refer to employees identified as such on the attached Exhibits A and B.

Unit 2 Employees:

The term “Unit 2 Employees” shall refer to employees identified as such on the attached Exhibits A and B.



## **ARTICLE II RECOGNITION**

The School recognizes the American Federation of State, County, and Municipal Employees, Council 31 AFL-CIO (the "Union") as the sole and exclusive bargaining representative for all full-time and part-time status employees set forth on the lists of position classifications attached hereto and made a part hereof as Exhibits A and B. The Union shall represent all employees in the position classifications set forth in Exhibit A, and shall represent all employees in the position classifications set forth in Exhibit B with the exception of employees identified through separate written agreements of the parties, provided such agreements have been signed by both parties. All other employees as of the effective date of this Agreement are excluded from the bargaining unit, including, but not limited to, temporary (extra help) employees, managerial employees, confidential employees, supervisors, short-term employees, intermittent employees, and employees represented by Local 399 of the International Union of Operating Engineers.

### **ARTICLE III LIMITATIONS**

The terms of this Agreement are subject to:

1. Applicable federal and state laws, as such laws may be amended from time to time.
2. Rules of federal and state agencies which have the force and effect of law, as such rules may be amended from time to time.
3. The policies of the Board of Trustees and School regulations and procedures, as such policies, regulations, and procedures may be amended from time to time, except as expressly provided for in this Agreement.

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by federal or state law, executive order, or decision of a court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law. In such event, all other provisions of this Agreement shall continue in full force and effect, and the parties shall attempt to renegotiate the invalidated provision.

If any School policy, regulation, or procedure shall conflict with a provision of this Agreement, then the provision of this Agreement shall prevail.

#### **ARTICLE IV NONDISCRIMINATION**

Neither the School nor the Union shall discriminate against any employee on the basis of race, gender, sexual orientation, creed, religion, color, marital or parental status, age, national origin, veteran status, disability, political affiliation, or on the basis of any other status or classification protected by applicable laws, rules, and regulations. No employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by law or by this Agreement on account of the employee's election to join or not join the Union or the employee's participation in activities on behalf of the Union, provided that such activities shall not violate the terms of this Agreement or applicable law.

**ARTICLE V  
LABOR/MANAGEMENT MEETINGS**

Union and School representatives, not to exceed 9 from each side, plus a Union staff representative and a representative from School's Office of Human Resources (the "Labor/Management Committee") shall meet quarterly (unless otherwise agreed by the parties) to discuss contract administration issues and other employment issues of mutual concern. Such meetings shall be coordinated by the Executive Director of Human Resources, or designee, and shall be conducted in accordance with such rules and procedures as the Labor/Management Committee shall establish.

By mutual agreement of the parties, certain contract administration and/or other employment issues may be referred by the Labor/Management Committee to the appropriate Department for discussion in accordance with procedures established by the Committee.

## **ARTICLE VI MANAGEMENT RIGHTS**

Except as amended, changed, or modified by this Agreement, the Union recognizes the exclusive right of the School to make and implement decisions with respect to the operation and management of the School (which shall include the management of SIU HealthCare). Such rights shall include, but are not limited to, the following: to determine the mission, policies, and all standards of service offered by the School, including the dates, times, and places of such services; to plan, direct, control, and determine all operations and services of the School; to manage, supervise, direct, assign, and transfer the employees; to hire, promote, and lay off 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 provided by the School 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 non-probationary employees for just cause; to evaluate performance and productivity; change or eliminate existing methods, equipment, or facilities; to carry out the mission of the School; and to serve the interests of its students and patients. The exercise of the foregoing powers, rights, duties, and responsibilities by the School shall be limited only by the specific and express terms of this Agreement to the extent that such terms are in conformance with the constitution and laws of the State of Illinois and the constitution and laws of the United States.

## **ARTICLE VII UNION RIGHTS**

Section 7.1. Access to Premises by Union Representatives. Union representatives, not employees of the School, shall have reasonable access to facilities (excluding restricted areas) owned and/or operated by the School, provided that any such representative shall provide the Executive Director of Human Resources, or designee, with reasonable advance notice of any intended meeting or visit. If Union representatives shall require access outside of regular working hours, arrangements shall be made through the Office of Human Resources, which shall facilitate access to non-restricted areas through appropriate security personnel.

Section 7.2. Union Bulletin Boards. The School agrees to provide space on staff bulletin boards (to be identified by the Labor/Management Committee) for the sole and exclusive use of the Union. Only the Union President or designee shall have the authority to post or remove material reasonably related to legitimate Union activities on such bulletin boards. The items posted shall not be political, partisan, or defamatory in nature. If the School shall object to any posted item, then such objection shall be communicated to the Union President (or designee), who shall promptly confer with the Executive Director of Human Resources (or designee) to address the objection. The Union shall limit the posting of Union notices to these bulletin boards. Costs incident to preparing and posting of Union materials shall be borne by the Union.

Section 7.3. Information to Union. Upon reasonable written request to the Executive Director of Human Resources, the School shall provide the Union with access to available public, nonconfidential information which relates directly to the Union's function as the exclusive bargaining representative for the employees covered by this Agreement and which is not otherwise exempt from disclosure under the Illinois Freedom of Information Act, the Illinois Personal Records Act, or other applicable state or federal law, rule, or regulation. In addition, the School shall notify the Union at an address designated by the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, layoffs, unpaid leaves, returns from unpaid leaves, suspensions, discharges, transfers, terminations, and addition/deletion of class specification or series.

Seniority lists shall be provided in accordance with Article XVIII (Seniority), hereof.

Section 7.4. Employee Orientation. During the orientation period for any new employee, the School shall provide the Union the opportunity for up to one hour of unpaid time during the lunch period to present Union information. The parties acknowledge that employee attendance during this period shall be voluntary. The School shall give appropriate advance notice of the anticipated number of employees in attendance to the Local President or designee.

Section 7.5. Meeting Rooms. The Union President or designee may secure use of School meeting rooms through the Office of Human Resources, which shall facilitate and coordinate meeting room use so as to accommodate all reasonable requests.

Section 7.6. Union Activity During Working Hours. Upon request to and approval of the immediate supervisor, employees shall be allowed reasonable time off with pay during working hours to investigate and process grievances or attend grievance hearings or Labor/Management Committee meetings called or agreed to by the School, provided that such employees are entitled or required to attend such meetings by virtue of being Union representatives, witnesses, or grievants, and such attendance does not substantially interfere with School operations.

Section 7.7. Time Off for Union Activities. Upon request and approval of the immediate supervisor, and subject to the School's operating needs, Union representatives shall be allowed time off for legitimate Union business, such as Union meetings, statewide or area-wide Union committee meetings, or Council or International conventions. If a request for time off is approved, the Union representatives shall be encouraged to use any accumulated time (alternate holidays, vacation leave, and/or compensatory time) prior to taking time off without pay.

## **ARTICLE VIII DUES CHECKOFF/UNION SECURITY**

Section 8.1. Union Dues Deduction. Upon receipt by the Office of Human Resources from a Union member of an executed authorization form prescribed by the Union, which authorization may be revoked in writing at any time, the School agrees to deduct:

- a) Union membership dues and assessments;
- b) Union-sponsored benefit program payments;
- c) P.E.O.P.L.E. contributions.

Deductions shall be in equal installments from two of such member's paychecks each month and shall be remitted as soon as possible (but no later than 10 days from the last such deduction in any month) to the Union at such address as the Union shall designate in writing from time to time. The authorization form must be received by the Office of Human Resources at least 10 days prior to the payday on which deductions are intended to commence. If a Union member has insufficient or no earnings during a pay period, the Union shall be responsible for collecting such member's dues for that period. On or before each July 1 hereunder, the Union shall notify the Office of Human Resources in writing of the amount of the monthly membership dues for all Union members to be deducted during the next ensuing fiscal year.

Section 8.2. Information to Union. A list of names, status, classification, work location, department, home addresses, salaries and/or wage rates, full-time equivalency, hire date, date in class, and unique employee identification numbers of all employees in the bargaining unit and their individual deductions (both dues and PEOPLE) shall be remitted monthly to the Union at the email address designated by the Union. The information shall be provided in electronic form.

Section 8.3. Fair Share Deduction. The Union having demonstrated that a majority of bargaining unit employees have authorized dues deduction, 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 (the "fair share fee") of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment in accordance with the Educational Labor Relations Act. The fair share fee, as certified by the Union, shall be deducted by the School from the earnings of the non-member employees and remitted to the Union as set forth above in respect to membership dues. The fair share fee shall not exceed dues uniformly required of union members.

In the event an authorization for dues deduction is not executed by an employee, the School shall commence deduction of the fair share fee with the next available payroll cycle, provided that the Union shall have:



- a. Posted the appropriate notices of imposition of such fair share fee in accordance with the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board (“IELRB”); and
- b. Certified in writing to the School the amount of such fair share fee and certified in writing to the School that such notice has been posted.

The parties expressly recognize the right of an employee to challenge the amount of the fair share fee. Any such challenge will be handled in accordance with the rules and regulations of the IELRB. In the event an employee objects to the amount of such fee, the School shall continue to deduct the fee and transmit the fee (or the portion of the fee in dispute) to the IELRB, which shall hold the fee in escrow in an account established for that purpose. The School shall continue to transmit all such fees to the IELRB until further order of the IELRB. If the employee is entitled to a refund, the employee shall receive such refund plus any interest earned on the refund during pendency of the action pursuant to IELRB procedures.

The parties expressly recognize their obligations to and the rights of nonmembers based upon their bona fide religious tenets or teachings of a church or religious body as provided in Section 11 of the Illinois Educational Labor Relations Act. If a nonmember employee declares the right of non-association with the Union based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member, such employee shall be required to pay an amount equal to his or her proportionate share to a nonreligious charitable organization mutually agreed upon by the employee and the Union. If the employee and the Union are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.

Section 8.4. Indemnification. The Union agrees to indemnify and hold the School harmless from and against any and all claims, demands, suits, orders, judgments, or other forms of liability brought or issued against the School and for all reasonable legal costs that may arise out of, or by reason of, any action taken or not taken by the School under the provisions of this Article.

## **ARTICLE IX GRIEVANCE PROCEDURE**

Section 9.1. Definition. For the purposes of this Agreement, a grievance is a claim by any employee or the Union (the “grievant”) asserting a violation, misinterpretation, misapplication, or inequitable application of specific terms or provisions of this Agreement.

Section 9.2. Grievance Initiation. The parties are encouraged to resolve through informal discussions any grievances arising under this article. Such informal discussions are not to be construed as a step in the grievance procedure. If such informal discussions do not result in a satisfactory resolution or the grievant elects to proceed directly to initiation of a formal grievance, then the grievance shall be processed in accordance with the following grievance steps:

Step 1. Immediate Supervisor. The grievant shall orally raise the grievance with the immediate supervisor, at which time the grievant shall inform the supervisor that the claim constitutes the first step of the grievance procedure. The immediate supervisor shall meet with the grievant within 10 workdays of such presentation in an attempt to resolve the grievance. The supervisor shall provide an oral response to the grievance upon conclusion of such meeting.

Step 2. Administrator. If the grievance is not settled at Step 1, then a written statement of the grievance shall be prepared on a grievance form approved by the parties, signed by the grievant, and delivered to the appropriate administrator (as identified on a list of appropriate administrators provided by the Office of Human Resources to the Union from time to time) within 5 workdays after the Step 1 response. The written grievance shall specify the section or sections of this Agreement that are allegedly violated, misinterpreted, or misapplied and shall include a brief statement of the facts identifying the manner in which each identified section has allegedly been violated. The grievant shall also identify the remedy or remedies sought by the grievant. Any relevant statements, documents, or request for documents in support of such grievance and in support of the remedy requested shall be presented to the administrator during the scheduled meeting.

The administrator shall schedule a meeting with the grievant and Union representative within 10 workdays of receiving the written grievance in an attempt to resolve the grievance. The administrator shall issue a written response to the grievant within 5 workdays after such meeting.

Step 3. Labor Relations Specialist. If the grievance is not settled at Step 2, the Union may elect to appeal the grievance to the Labor Relations Specialist in the Office of Human Resources within 5 workdays after

the Step 2 response. Such Specialist shall schedule a meeting with the employee and Union representative within 10 workdays in an attempt to resolve the grievance. The Specialist shall issue a written response to the grievant within 5 workdays after such meeting.

Step 4. Executive Director of Human Resources. If the grievance is not settled at Step 3, the Union may elect to appeal the grievance to the Executive Director of Human Resources within 5 workdays after the Step 3 response. Such Director or designee shall schedule a meeting with the appropriate Union staff representative, a Local Union representative, and another representative of the Office of Human Resources within 10 workdays in an attempt to resolve the grievance. Such meeting shall not include the employee unless attendance is specifically requested by the employee and authorized in writing by the Director in advance. The Director shall issue a written response to the Union within 5 workdays after such meeting.

Step 5.

a. Mediation. If the grievance is not satisfactorily resolved at Step 4, the Union may advance the grievance to mediation within 5 workdays of the Step 4 response or the date on which such response was due, whichever first occurred. Mediation shall be requested by written notice to the Executive Director of Human Resources. The Union and the Executive Director of Human Resources shall then jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator at a time or times convenient to the parties. More than one grievance may be submitted to the same mediator if the parties mutually agree in writing. The parties acknowledge that this mediation Step 5a may be unilaterally waived by the Union if the grievance relates to the discharge of a unit member and may be mutually waived by written agreement of the parties in all other circumstances. In the event of a unilateral or mutual waiver, the grievance may be advanced directly to arbitration as set forth below.

b. Arbitration. If mediation is conducted without success, the Union may advance the grievance to arbitration within 10 workdays of the last date of mediation. If mediation is waived by written agreement of the parties, the Union may advance the grievance to arbitration within 10 workdays of the Step 4 response. In either event, representatives of the School and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within 20 workdays after the mediation in Step 5(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of 7 arbitrators. The parties shall alternately strike the names of 3 arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject 1 entire panel of arbitrators. The arbitrator shall be notified of selection by a joint letter from the School and the Union

requesting that the arbitrator set a time and place for the hearing, subject to the availability of the grievant, witnesses, and other School and Union representatives, and shall be notified of the issues where mutually agreed by the parties.

The parties shall follow the voluntary rules of the American Arbitration Association, except where such rules conflict with the express terms of this Agreement, in which case this Agreement shall prevail. The parties agree to attempt to arrive at a joint stipulation of facts and issues to be submitted to the arbitrator. The School or Union shall have the right to request that the arbitrator require the presence of witnesses and/or production of documents. Each party shall bear the expense of its own witnesses who are not employees of the School. The expenses and fees of the arbitrator and the costs of the hearing room shall be shared equally by the parties. Nothing in this article shall preclude the parties from agreeing to the appointment of a permanent arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The arbitrator shall have no right to amend, modify, nullify, 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 based on the specific issue submitted to the arbitrator by the parties in writing. If no joint written stipulation of the issue is agreed by the School and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 2. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with in any way applicable laws or rules and regulations of federal, state, or local administrative bodies that have the force and effect of law. The decision of the arbitrator, if made in accordance with the jurisdiction and authority granted to the arbitrator pursuant to this Agreement, will be accepted as final by the School, the Union, and the employee, and all parties will abide by it.

Section 9.3. General Provisions. After Step 1, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefor. Each decision shall be communicated in a timely manner to the grievant and the Union.

While the preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment without loss of pay, all reasonable efforts shall be made to avoid interruptions of work activities and services to students and patients of the School.

The parties agree to facilitate any investigation which may be required and to make available such relevant witnesses or witness statements, documents, communications, and records concerning the alleged grievance as may be requested by the grievant or the School or their duly authorized representatives.

Any grievant has the right to have a Union representative present at all steps of this grievance procedure, excluding representatives of competing labor organizations.

No interference, coercion, restraint, discrimination, or reprisal of any kind or at any time shall be taken by any party hereto against the grievant, any party in interest, any representative, or any other participant in the grievance procedure.

Nothing contained herein shall be construed as limiting the right of the grievant to discuss the matter informally or at Step 1 with any appropriate member of the administration and having the grievance informally adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the Union, by notice from the Executive Director of Human Resources, or designee, to the President of the Union, or designee, has been given the opportunity to be present at such adjustment and to state its views on the grievance. In the event that any grievance is adjusted without formal determination, such adjustment shall be binding upon the grievant and the School and shall, in all respects, be final. However, such adjustment shall not establish a precedent or ruling binding in future proceedings.

Section 9.4. Time Limits. No grievance shall be entertained or processed unless it is presented at Step 1 within 10 of the grievant's workdays from the first event giving rise to the grievance or within 10 of the grievant's workdays after the grievant knew or should reasonably have known of the act or condition on which the grievance is based. If the grievance is not presented within such time limit, it shall be considered withdrawn. If the grievance is not appealed to the next step within the time limits set forth in this Article, or any agreed extension thereof, it shall be considered settled on the basis of the School's last response. Failure at any step of this procedure to hold a meeting or communicate a decision on a grievance within the specified time limits or an agreed extension thereof shall permit the grievant to treat the grievance as denied and to proceed immediately to the next step. The parties may, by mutual written agreement, extend any of the time limits set forth in this Article or, in the interests of efficient grievance administration, skip any grievance step in the procedure.

Unless otherwise provided herein, "workday" shall mean Monday through Friday, excluding holidays or approved administrative closures.

A grievance may be withdrawn at any step of the grievance procedure without precedent or prejudice.

Section 9.5. Civil Service Option. The parties agree that the following provision shall apply if an employee of the School desires to challenge a discharge action:

- a. An employee notified of a discharge action who wishes to challenge such action may elect either (1) to follow the procedures for review specified in the rules and regulations of the State Universities Civil Service System or (2) to file a grievance pursuant to the grievance procedures under this article.
- b. If the employee elects to follow the procedure specified in the rules and regulations of the State Universities Civil Service System, such action shall effectively waive any rights the employee or Union might otherwise have to use the grievance procedure with respect to said discharge. Any grievance previously filed herein shall be deemed by the parties to be withdrawn.
- c. An employee who has elected to use the Union grievance procedure to challenge a discharge action shall be barred from electing the procedure for such Civil Service System review.

## **ARTICLE X DISCIPLINE**

Section 10.1. Progressive Discipline. Disciplinary action may be imposed upon an employee for just cause. The Union and School acknowledge that appropriate disciplinary action for any employee shall be determined by the School. The initial disciplinary step shall depend on the severity of the offense or the repetitive nature of the offense that gave rise to disciplinary action.

Employees shall be subject to progressive disciplinary actions by the School, which actions shall range from verbal warning through discharge as follows:

- a. *Verbal Warning*. A verbal warning shall be documented by the School, and a copy of such documentation shall be provided to the employee.
- b. *Written Reprimand*. A written reprimand shall be provided to the employee and the Union, and a copy of such reprimand shall be placed in the employee's personnel file.
- c. *Suspension*. The Executive Director of Human Resources (or designee) may impose a suspension without pay for up to 30 calendar days.
- d. *Discharge*. The School shall notify the employee and Union of its intent to initiate discharge proceedings and shall notify the employee of the right to appeal the discharge under Section 9.5 of Article IX (Grievance Procedure) of this Agreement.

Section 10.2. Investigatory Meetings. If an employee who is the subject of a disciplinary investigation (or during the course of an investigation becomes the subject of a disciplinary investigation) reasonably believes that disciplinary action may be imposed, then the employer shall, upon the employee's request, have a representative of the Union present during any investigatory meeting.

Section 10.3. Pre-Disciplinary Meetings. For discipline other than a verbal warning, the employee must be given the opportunity for a pre-disciplinary meeting and shall be informed of the right to Union representation. The employee and the Union must be given at least 24 hours' prior written notice of the time, place, and purpose of the meeting. At any such meeting, the School shall inform the employee (and the Union representative when one has been requested by the employee) of the reason for such contemplated disciplinary action, and shall provide copies of documents used by the School to support the proposed action. The employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such contemplated discipline. Reasonable extensions of time for rebuttal purposes will be allowed when warranted. If further investigation shall be deemed necessary by the School, the meeting shall be reconvened at a later time.

Section 10.4. Notification of Disciplinary Action. Upon conclusion of the pre-disciplinary meeting, or in a timely fashion following such meeting, the School shall notify the employee and the Union in writing of the disciplinary action, if any, to be imposed.

Section 10.5. Manner of Discipline. Any level of disciplinary action shall be imposed in a manner that is both professional and mindful of reasonable privacy expectations on the part of the employee and the School.

Coaching and counseling shall also be done in a manner that is both professional and mindful of reasonable privacy expectations on the part of the employee and the School. Both parties acknowledge that coaching and counseling is an important tool for supervision and is not considered a formal level of disciplinary action as outlined in Section 10.1 of this Article.

Section 10.6. Removal of Discipline. Upon written request of the employee to the Office of Human Resources, any discipline imposed for tardiness or absenteeism shall be removed from the employee's personnel file if, from the date of discipline, two years have passed without the employee receiving additional discipline for tardiness or absenteeism. Any verbal warning or written reprimand for other causes, with the exception of harassment or discrimination, shall be removed from the employee's record based on the above criteria. Such removal shall be at the request of the employee but in any case shall not be used against the employee. Such two-year period shall be extended by any leave of absence.

Section 10.7. Administrative Leave Pending Investigation. In connection with any allegation of misconduct, the School may grant administrative leave with pay pending the investigation of such allegation. Any employee subject to administrative leave under this section shall receive written notice of the allegation giving rise to the leave.

Section 10.8. Performance Improvement Plan. The School may, if it deems necessary to improve an employee's performance, implement a Performance Improvement Plan (PIP). This may be done in conjunction with imposed disciplinary action. If requested, an employee shall be given an opportunity for union representation during the initial presentation of the PIP.



**ARTICLE XI  
COMPENSATION**

Section 11.1. General Increases

| <u>Effective Date</u> | <u>Increase</u>  |
|-----------------------|--|
| FY10                  | Increase employee wage rate by a percentage amount equal to the general salary increase provided to non-represented civil service employees of the School of Medicine. |
| FY11                  | Increase employee wage rate by a percentage amount equal to the general salary increase provided to non-represented civil service employees of the School of Medicine. |
| FY12                  | Increase employee wage rate by a percentage amount equal to the general salary increase provided to non-represented civil service employees of the School of Medicine. |
| FY13                  | Increase employee wage rate by a percentage amount equal to the general salary increase provided to non-represented civil service employees of the School of Medicine  |

Section 11.2. Longevity Adjustments.

|      |  |
|------|--|
| FY10 | Employees on payroll as of the date of Union ratification of the 2009-2013 Collective Bargaining Agreement shall receive a 0.25% adjustment to their then current base rate. |
| FY11 | Employees shall receive a 0.25% adjustment on July 1, 2010 (applied to employee base rate as of June 30, 2010)   |
| FY12 | Employees shall receive a 0.25% adjustment on July 1, 2011 (applied to employee base rate as of June 30, 2011)   |
| FY13 | Employees shall receive a 0.25% adjustment on July 1, 2012 (applied to employee base rate as of June 30, 2012)   |

Section 11.3. Base adjustment. The School shall set aside \$45,000 in FY10 to be used for adjustments to the base salaries of bargaining unit position classifications jointly determined by the parties. Such position classifications shall include Medical Assistant and LPNII.

On or about July 1, 2012, both parties agree to meet and confer to review base salaries and market data. The parties shall consider such internal and external salary comparability factors as they shall deem appropriate. External comparability shall include other state universities and local market conditions.

Section 11.4. Shift Differential. Non-exempt employees who are scheduled to work a majority of their shift after 4:00 p.m. shall be paid a shift differential of 25¢ per hour.

Section 11.5. Promotion. Any employee who is promoted to a new position classification with a rate at least 3% higher than their current base rate shall receive the greater of the base rate of pay for such new classification or 10% above the employee's pay rate immediately prior to the promotion.

Section 11.6. Pay Periods. Non-exempt bargaining unit employees shall be paid bi-weekly in accordance with a schedule to be established by the School and distributed to all employees from time to time.

Section 11.7. Initial Compensation. The School shall establish initial compensation for new employees. Such initial compensation shall not be less than the base rate of pay for the position classification or more than 10% above such base rate of pay. If the School shall deem it necessary or appropriate to exceed 10% above such base rate of pay, then the Union shall be given written notice thereof together with the reason for exceeding the customary range.

## **ARTICLE XII HOURS OF WORK**

### Section 12.1. Scheduled Breaks.

- a. Rest Periods. Subject to the School's operating needs, employees will be given the opportunity for a 15-minute rest period during the first half of the work shift, and a 15-minute rest period during the second half of the work shift.
  
- b. Meal Period. Subject to the School's operating needs, employees shall be entitled to a duty-free meal period of not less than 30 minutes nor more than 60 minutes. Employees may leave work during the meal period.

Section 12.2. Workweek/Workday. The normal workweek shall consist of 5 workdays totaling 37.5 hours. The normal workday shall consist of 7.5 consecutive hours (exclusive of time spent for the meal period).

Section 12.3. Overtime/Compensatory Time for Unit 2 Employees. Upon prior approval of the immediate supervisor, non-exempt employees shall earn compensatory time at the rate of 1.5 times the hours worked in excess of 37.5 hours per week. For the purposes of this Section, hours worked shall include time off in pay status for a holiday.

Within 14 days of the date on which compensatory time is earned, the immediate supervisor and the employee shall endeavor to schedule the employee's use of such compensatory time, which use shall occur within the next 60 days at a time convenient to the employee and consistent with the operating needs of the School. If the compensatory time cannot be used within such 60 days, then the School shall pay overtime (at the employee's then-current rate of pay) in lieu of such compensatory time. Notwithstanding any other provision hereof, the School may elect to pay overtime in lieu of awarding compensatory time for any hours worked in excess of 37.5 hours per week.

Among employees who perform essentially the same duties within a division or department, the immediate supervisor shall cause overtime opportunities to be available on an equitable basis. In respect to an overtime assignment that, in the judgment of the immediate supervisor, would benefit from specialized skills or experiences, then the immediate supervisor shall assign the employee who possesses such specialized skills or experiences.

Section 12.4. Overtime/Compensatory Time for Unit 1 Employees. Unit 1 employees shall not be eligible for overtime pay, and except as set forth in Article XIII (Holidays) hereof, shall not be eligible for compensatory time.

Section 12.5. Overtime/Compensatory Time Report. Not less than quarterly the School shall provide the Union with a written report that identifies any unit member who has earned compensatory time or overtime during the reporting period. Such report shall detail the amount of compensatory time earned and taken and/or overtime hours paid to each unit member.

Section 12.6. Callback Pay. Any non-exempt employee who has left work and is thereafter called back to work or who is called to work on a day when the employee is not scheduled to work shall be paid a minimum of 2 hours at such employee's base rate of pay or, if the employee has exceeded 37.5 work hours for the week, at 1.5 times the employee's base rate of pay. If an employee is called back to work in emergency circumstances, such employee shall be released from work as soon as the emergency has been addressed.

Section 12.7. Work Schedules. The School shall establish the work schedules for all employees. Such schedules may be changed to accommodate the School's operating needs, provided that affected employees shall be given at least 10 workdays' advance written notice of any proposed change. Any employee may request a flexible schedule. Where practicable, such request shall be granted by the School.

## **ARTICLE XIII HOLIDAYS**

Section 13.1. Designation of Holidays. The School shall annually observe the following holidays:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
Five holidays designated by the President of the University

A calendar of dates on which such holidays shall be observed will be provided to the Union and employees prior to the beginning of each fiscal year hereunder. Such calendar shall include Administrative Closure Days referenced in Section 13.5 hereof.

Section 13.2. Compensation for Holiday Work. Employees who work on an observed holiday shall be paid 1.5 times their regular rate of pay for such hours worked. In addition, the employees shall receive their regular pay for the holiday.

Section 13.3. Holiday During Vacation. When a holiday falls on an employee's regularly scheduled workday during the employee's vacation leave, the employee will be paid for the holiday and retain the vacation day.

Section 13.4. Notice of Holiday Work. When some employees are needed to work on a holiday, such holiday work shall be scheduled in the following manner:

- a. Holidays between Thanksgiving and New Years' and Administrative Closure Days that fall within December 25 through January 1 shall be treated as one holiday for scheduling purposes. Employees shall be offered the opportunity to work by seniority for this group of holidays. For all other holidays employees shall be offered the opportunity to work by seniority for each individual holiday.
- b. If an insufficient number of employees accept the offer, then the holiday work schedule shall be filled by reverse seniority. Any employee scheduled to work on a holiday shall be given as much advance notice by the immediate supervisor as practicable.

Section 13.5. Administrative Closure Days. In addition to the holidays set forth in Section 13.1 hereof, the Chancellor of the University may designate Administrative Closure Days between December 26 and December 31. Employees who work on an Administrative Closure Day may, in addition to their regular pay for such day, elect to be paid an additional one times such regular pay or to earn an equivalent number of hours as compensatory time to be scheduled for use by the end of the fiscal year.

Section 13.6. Equivalent Time Off. When a holiday falls on a day when the employee is not scheduled to work, then the employee shall be awarded equivalent time off to be scheduled by the employee and the immediate supervisor prior to the end of the next payroll period. If the School's operating needs prevent scheduling such equivalent time off prior to the end of the next payroll period, then the School shall compensate the employee for such equivalent time. Part-time employees shall be entitled to such equivalent time off on a pro rata basis.

## **ARTICLE XIV INSURANCE**

Section 14.1. Coverages. Employees recognized under Article II hereof shall be entitled to group health and life insurance benefits pursuant to the same terms and conditions as shall apply to other employees of the School. The School will assist the Department of Central Management Services in the administration of such health and life insurance coverages as are provided to eligible State of Illinois employees from time to time.

Section 14.2. Optional Benefits. Related optional benefits, such as supplemental health and/or life insurance, shall be available to employees as such related optional benefits are available to other employees of the School.

**ARTICLE XV  
VACATION**

Section 15.1. Vacation Leave Accrual. Employees shall accrue vacation leave in accordance with the following schedule:

a. Non-Exempt Employees.

| <b>Years of Service</b> | <b>Vacation Accrual Rate Per Hour</b> | <b>Approximate Vacation Days Per Year</b> |
|-------------------------|---------------------------------------|---|
| 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. Exempt Employees.

| <b>Years of Service</b> | <b>Vacation Accrual Rate Per Hour</b> | <b>Approximate Vacation Days Per Year</b> |
|-------------------------|---------------------------------------|---|
| 1-3                     | .0962                                 | 25  |
| 4-6                     | .1000                                 | 26  |
| 7-9                     | .1039                                 | 27  |
| 10+                     | .1077                                 | 28  |

Section 15.2 Use. Vacation leave may be taken in increments of 15 minutes. Except in emergency circumstances, vacation leave must be scheduled with the immediate supervisor in advance. Vacation leave shall be scheduled as follows:

- a. Preferred Vacation Leave. Each calendar year the immediate supervisor shall schedule preferred vacation leave to be used during the time period between March 1 of that year and the last day of February of the next year. Such preferred vacation leave shall be scheduled by seniority in circumstances where the employee submits up to 2 preferred vacation schedules, covering not more than two weeks, by January 31 of that year. The immediate supervisor shall respond with an approval or denial to any such preferred vacation leave by March 1.
- b. Non-preferred Vacation Leave. Any other vacation leave (e.g. a vacation leave request exceeding two weeks or a vacation leave request submitted after January 31) shall be scheduled subject to the School's operating needs on a first come first served basis, provided that any such vacation leave request submitted on the same work day shall be scheduled by seniority. The immediate supervisor shall respond with an approval or denial to any non-preferred vacation leave request within 10 workdays, provided that the immediate supervisor has completed scheduling of all preferred vacation leave requests.

Section 15.3. Part-Time Employees. Part-time employees shall accrue vacation leave on a pro rata basis.

## **ARTICLE XVI LEAVES**

Section 16.1. Discretionary Leave. The School may, in its sole discretion, grant a leave without pay for a term not to exceed 90 days, which term may be extended upon written request of the employee. Any request for discretionary leave must be submitted to the Office of Human Resources in writing, shall include a summary of the reasons why the employee is seeking the leave, and shall identify a proposed beginning and ending date. Any employee on discretionary leave shall be eligible to continue participation in the health insurance program, provided, however, that such employee shall be responsible for payment of the entire cost of insurance coverage.

Section 16.2. Leave for Union Office. Subject to the School's operating needs and upon written request to the immediate supervisor and the Office of Human Resources, the School may grant leave to one bargaining unit employee at any one time for the purpose of service as a Union representative with any national, state, or local organization of the Union. Such leave shall not be for less than 30 days, nor extend beyond one year. Any such leave shall be without pay.

Section 16.3. Legal Leave. Employees summoned to appear as jurors or witnesses in any legal proceeding will notify their immediate supervisor as soon as possible after being summoned. No employee shall suffer any loss in salary as a result of appearing for jury duty or as a witness to testify in a legal proceeding, provided that such testimony is sought in connection with a work-related matter.

Section 16.4. Bereavement Leave. Bereavement leave of up to three days will be granted with pay for employees to attend the funeral of a member of the immediate family. For the purposes of this section, the immediate family shall include spouse, child, parent, brother, sister, grandparent, grandchild, corresponding in-laws, verified domestic partner, and any other person maintaining a family relationship and living in the same home as the employee. Paid bereavement leave of one day shall be granted to employees to attend the funeral of a relative who is not a member of the immediate family or to serve as a pallbearer at a funeral. Employees may request to take additional benefit days if more time for bereavement purposes is necessary.

The Office of Human Resources may request documentation from the employee in support of any bereavement leave use.

Section 16.5. Military Leave. The School shall grant leave for military service in accordance with all applicable state and federal laws, rules, and regulations; as such laws, rules, and regulations shall be amended from time to time. Unless otherwise provided by law, such leave shall be granted with pay for any employee fulfilling his or her annual military obligation, provided that such paid leave shall not exceed 10 working days per fiscal year.

Section 16.6. Paternity Leave. Employees who have completed their probationary period shall be eligible for up to 5 workdays of paid paternity leave, provided that such paternity leave shall be used within 30 days of the birth of the child and further provided that the child is co-resident with the employee. Paternity leave shall be limited to one leave per year.

Section 16.7. Maternity Leave. Paid maternity leave shall be available for eligible employees in accordance with Section 17.1b hereof.

Section 16.8. Adoption Leave. Employees who have completed their probationary period shall be eligible for up to 10 workdays of paid adoption leave, provided that such adoption leave shall be used within 30 days of the date of adoption. If both parents of the adopted child are employees of the School who qualify for this benefit, only one leave will be granted, provided that such leave may be divided between the eligible employees as they shall deem appropriate. Adoption leave shall be limited to one leave per year.

**ARTICLE XVII**  
**SICK AND FAMILY MEDICAL LEAVE**

Section 17.1. Sick Leave.

- a. Regular Sick Leave. Permanent, apprentice, learner, trainee, and provisional employees shall earn sick leave at the rate of .0462 hours for each hour of pay status service (exclusive of overtime). The amount of sick leave accumulated at the time of any illness or injury (or other qualified use of sick leave) will be available in full. Sick leave may be accumulated without limit during the term of this Agreement. Vacation and sick leave will continue to accrue while an employee is using sick leave.

Part-time employees eligible for benefits shall earn sick leave on a pro rata basis.

- b. Extended Sick Leave Benefit (ESLB). In addition to regular sick leave, employees may be eligible for ESLB not to exceed 20 workdays during any fiscal year of this Agreement. Employees who are hired during the fiscal year who have completed their probationary period will be eligible for ESLB on a pro rata basis. Part-time employees will be eligible for ESLB on a pro rata basis. ESLB shall only apply to documented major illnesses or injuries of the employee. Major illness or injury shall be determined by the School as a serious illness or injury which precludes an employee from performing the duties of his or her position classification and shall include in-patient surgery or hospitalization, heart attack, cancer, pregnancy, and related complications from pregnancy.

ESLB shall be available for use after one workday of absence caused by any such major illness or injury. The first day of such absence must be accounted for by accrued regular sick leave, accrued vacation time, or absence without pay. Vacation and regular sick leave will continue to accrue during the use of ESLB. If an employee returns to work before exhausting ESLB during any fiscal year hereunder, the unused portion will be available for a subsequent major illness or injury during such fiscal year beginning on the second consecutive day of absence. ESLB shall not be carried over from one fiscal year to the next fiscal year. Prior to returning to work from extended sick leave, the employee must obtain a medical release in accordance with School's policy for Medical Certification Examination and Inoculation, as such policy may be amended from time to time.

- c. Sick Leave Compensation and Use. Sick leave compensation will be at the employee's normal rate of pay. Employees may use accumulated sick leave for their personal illness or injury, their personal medical and dental appointments, for any approved family

and medical leave, and for the illness or injury of a member of the employee's immediate family or household. For the purposes of this article, a member of the immediate family or household shall be the employee's spouse, child, parent, domestic partner, or any other person residing in the employee's home in a family relationship.

Pregnancy and related illnesses shall be considered by the School in the same manner as any other medical condition. Up to six weeks of sick leave may be taken for the medical condition resulting from a normal delivery. Use of additional sick leave necessitated by medical complications shall require an order from the employee's physician.

- d. Abuse of Sick Leave. If the School has reasonable suspicion that an employee is using sick leave for purposes other than authorized by this Article, then the employee may be required to provide the School with documentation from a licensed medical practitioner, or other administratively acceptable proof, certifying that the employee cannot work on identified dates due to illness or injury. Employees who misuse sick leave shall be subject to discipline in accordance with Article X of this Agreement. Any employee using sick leave hereunder shall not be employed elsewhere without forfeiting his or her sick leave pay, except when outside employment has been approved by the School.

Section 17.2. Family and Medical Leave. Employees shall be granted unpaid family and/or medical leave as provided by the Family and Medical Leave Act of 1993 (as amended from time to time) and regulations promulgated thereunder. A family and/or medical leave of absence is an approved absence available to eligible employees for up to 12 weeks of unpaid leave during a period of 12 months commencing on the first day of the family and/or medical leave of absence. To be eligible for family and medical leave, the employee must have been employed by the School for at least 12 months at 50% full-time equivalent or greater. A request for a family and/or medical leave of absence must be initiated by the employee and submitted to School's Office of Human Resources. All requests for family and/or medical leaves of absence due to illness must include a completed certification of physician or other medical practitioner in a form acceptable to School. Employees shall have the right to use their paid leave during any family and/or medical leaves of absence provided, however, that any qualified paid leave may be designated as family and/or medical leave by School.

## **ARTICLE XVIII SENIORITY**

Section 18.1. Definition of Seniority. Seniority shall be established by position classification (calculated from the date of commencing employment in the classification) and defined in accordance with the State Universities Civil Service System statute and rules.

Section 18.2. Seniority List. The School will provide the Union with a seniority list for each position classification set forth in Article II (Recognition) hereof at least twice per calendar year. The Union may file a written protest with the Office of Human Resources within 30 calendar days of the date on which the seniority lists were distributed and shall state all facts on which the protest is based and the outcome requested. Upon receipt of a protest, the Executive Director of Human Resources (or designee) and the President of the Union (or designee) shall make a final and binding determination of seniority in respect to the employee affected by the protest. In respect to all other employees, such seniority lists shall be final and binding upon the expiration of 30 calendar days from the date of distribution of the seniority lists and shall govern the order in which layoffs are implemented by the School during the term of this Agreement.

Section 18.3. Loss of Seniority. An employee shall lose seniority and no longer be an employee if he or she:

- a. Retires or dies;
- b. Is dismissed, terminated, or discharged for just cause;
- c. Does not return to work from layoff within 15 calendar days after being notified to return to work (unless the employee has requested and the Office of Human Resources has approved a longer time period);
- d. Has been on layoff for a period of time in excess of the length of time equivalent to the employee's seniority in the classification from which the employee was laid off, up to a maximum of 3 years, or if the employee refuses to accept 3 offers of employment from the School, 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;
- e. Fails to report to work at the conclusion of an authorized leave of absence or vacation (unless the employee has requested and the office of Human Resources has approved an extension). Such failure to return to work shall be considered a voluntary resignation.
- f. Is absent from work for 3 consecutive workdays without notifying the immediate supervisor (except when such failure to notify was due to physical incapacity of the employee and no family member was available to contact the immediate supervisor). In such circumstances, the failure to report to work shall be considered a voluntary resignation.

Any employee who shall lose his or her seniority and employment pursuant to this section shall be notified at his or her last known address, and a copy of such notification shall be provided to the Union.

Section 18.4. Reinstatement. If an employee resigns or quits, and subsequently is rehired by the School within 6 months of the termination of their previous employment, their original seniority date will be restored in accordance with the State Universities Civil Service System statute and rules.

## **ARTICLE XIX PROBATIONARY EMPLOYEES**

Section 19.1. Probationary Period (New Hire). An employee entering any classification set forth in Article II (Recognition) hereof shall be required to serve a probationary period of six months unless otherwise provided by the State Universities Civil Service System. School may terminate probationary employment at its sole discretion.

Section 19.2. Promotional Probationary Period. If an existing employee enters a new classification, such employee shall serve a 6-month probationary period, unless otherwise provided by the State Universities Civil Service System (currently, the Senior Applications Analyst classification is subject to 12 months; all others are 6 months), in such new position classification. If an existing employee entering a new classification fails to demonstrate the ability and qualifications to furnish satisfactory service, then the School shall terminate the probationary appointment, and in such event the employee may return to his or her previous position classification, provided that the employee has sufficient seniority to assume such a position under Article XVIII (Seniority) hereof. The employee shall revert to the previous rate of pay as appropriately adjusted by any subsequent increases for the previous position. Service in a higher position classification shall count toward completion of the probationary period in a lower position classification in the same promotional line.

Section 19.3. Interruption of Service During Probationary Period. If a probationary period is interrupted by an unpaid leave of absence, layoff, or suspension, then such probationary period shall be extended by that period of time.

Section 19.4. Evaluation. A probationary employee shall be evaluated at least once during the probationary period.

Section 19.5. Dismissal of a Probationary Employee. Dismissal of a probationary employee is not appealable or subject to the grievance procedures of this Agreement.

Section 19.6. Seniority. A probationary employee shall not accumulate seniority during the probationary period. Upon satisfactory completion of the probationary period, the employee's seniority shall be calculated retroactive to the date of hire.



## **ARTICLE XX EVALUATIONS**

Section 20.1. Evaluation Purpose and Procedure. The School shall conduct periodic evaluations of employee performance for the purpose of apprising employees of their strengths and areas of performance requiring improvement, and to assist in making employment decisions. Evaluations shall be prepared in writing at least once per year (on or about the employee anniversary date) and shall be followed by an evaluation conference between the employee and the immediate supervisor. Upon conclusion of the evaluation conference, the employee and the immediate supervisor shall sign the evaluation, and the employee shall receive a copy of the evaluation. The signature of the employee shall not be construed as constituting the employee's agreement with the content of the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee.

Section 20.2. Response to Evaluation. The employee may submit a written response to any evaluation within 7 calendar days of the evaluation conference; such response shall be included with the evaluation in the employee's personnel file. Any grievance filed under this section shall commence with a written statement of the grievance at step 3.

## **ARTICLE XXI PERSONNEL FILES**

Section 21.1. Contents of Personnel File. A personnel file shall be maintained by the Human Resources office for each employee. Information that may be placed in a personnel file includes, but is not limited to:

- A. Employment application and status documents and related correspondence.
- B. Documents and correspondence which relate to the employee's appointment, training, development, and professional activities.
- C. Documents and correspondence which relate to the employee's compensation and benefits.
- D. Written evaluations.
- E. Any other documents which are, have been, or are intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge, or other disciplinary action.

No document that is derogatory to an employee's performance or conduct shall be placed in the personnel file unless the employee has first had an opportunity to review such document. Upon completing such review, the employee shall be given an opportunity to sign the document to evidence that it has been reviewed. The employee's signature thereon shall not be construed to indicate the employee's agreement with the contents of the document. After signing the document the employee shall immediately receive a copy. Employees have the right to prepare a written response to any document that is or shall be included in the personnel file, and such written response shall be appended to such document. The School's failure to respond to any such written response by the employee shall not be construed to indicate agreement with the contents of the response.

Section 21.2. Employee Review. Upon reasonable written request to the Human Resources office, the employee (and/or a Union representative authorized by the employee in writing) shall have the right to review the contents of his or her personnel file during regular office hours. The personnel file may not be removed from the office where it is maintained and must be reviewed in the presence of the custodian of the file (or designee). Reasonable requests to copy documents in the file shall be honored.

## **ARTICLE XXII FILLING OF PERMANENT VACANCIES**

Section 22.1. Definition of Permanent Vacancy. For the purposes of this Article, a permanent vacancy shall occur when the School establishes a new position or when any of the following personnel actions take place, and the School determines to replace the previous incumbent: reassignment, promotion, demotion, resignation, retirement, dismissal, or discharge. Positions filled by employees as a result of reemployment pursuant to Article XXIII, Layoff and Reemployment (Recall), shall not be considered vacant positions for purposes of this article.

Section 22.2. Notice of Vacancies. Whenever the School intends to fill a job vacancy as defined above, a notice of such vacancy shall be posted by the School on appropriate bulletin boards (as determined by the Labor/management Committee) for no less than 5 work days and such vacancy shall set forth the required knowledge, skills, ability, rate of pay, work location and the requirements for the job. The Office of Human Resources shall e-mail notice of all vacancies to all employees with School e-mail addresses and shall give notice of all vacancies to the Union President.

Section 22.3. Filling of Vacancies. Candidates for filling of vacancies shall be considered first from the Reassignment list and then from the appropriate registers in accordance with State Universities Civil Service System statute and rules. When the School determines to fill a vacancy with a reassignment and the candidates are considered equal, seniority shall prevail in the selection. Except for reassignment, at the request of the employee, he or she may, within 30 days, be returned to his or her former classification.

Permanent vacancies shall first be filled by employees on the reemployment register due to layoff as specified in Article XXIII.

**ARTICLE XXIII  
LAYOFF AND REEMPLOYMENT (RECALL)**

Section 23.1. Layoff Procedure. The School shall effect layoffs in accordance with the provisions and procedures set forth in the State Universities Civil Service System statute and rules. Upon notice of a proposed layoff, the Office of Human Resources will place affected employees into vacant positions for which they are qualified.

Section 23.2. Reemployment (Recall). Except as otherwise provided herein, reemployment (recall) will be on the basis of the employee's seniority within the appropriate position classification as provided in the State Universities Civil Service System statute and rules. This provides for the most senior employee on layoff status to be the first to be reemployed (recalled) in the classification from which the employee was laid off. Upon expiration of time in excess of the length of time equivalent to an employee's seniority in the classification from which the employee was laid off, up to a maximum of 3 years, such employee's right to reemployment (recall) shall expire.

Section 23.3. Notice to Union. The School shall notify the Union and the affected employee at least 30 days prior to the effective date of any proposed layoff. The School shall promptly notify the Union of the reemployment (recall) of any employee to a bargaining unit position.

## **ARTICLE XXIV HEALTH AND SAFETY**

Section 24.1 General Provision. The School shall provide a safe and healthy workplace for employees and shall comply with all applicable laws, rules, and regulations in the administration of School operations. When the Union determines that a health/safety issue poses immediate risks to employees and requires immediate attention, the Office of Human Resources shall be notified, and appropriate remediation steps shall be implemented. Health/safety issues may be placed on any Labor/Management Committee meeting agenda upon the request of the School or the Union. No employee shall be subject to disciplinary action or negative evaluative findings as a result of a good-faith refusal to engage in an unsafe or dangerous act.

Any grievance filed under this section shall commence with a written statement of the grievance at Step 4.

Section 24.2. Personal Protective Equipment. In order to promote workplace safety, the School shall provide personal protective equipment to employees who require such equipment in the performance of their job duties. For the purposes of this Article, personal protective equipment shall mean equipment required under applicable federal and state laws, rules, and/or regulations (including Occupational Safety and Health Administration regulations) or required by School policy.

## **ARTICLE XXV GENERAL PROVISIONS**

Section 25.1. Job Audits. The current procedure for job audits will remain. If an employee does not agree with an audit decision, the employee may request an administrative review to be conducted by a staff member designated by the Executive Director in the Office of Human Resources. If the employee disagrees with the decision of the administrative review, the employee may request a separate review by the State Universities Civil Service System. In the event the employee is not satisfied with the decision of the State Universities Civil Service System then the Union may advance a grievance to Step 4 of Article IX, Grievance Procedure.

Section 25.2. Bargaining Unit Integrity. While it is not and shall not be the intent of the School to erode bargaining unit integrity, the operational needs of the School may, from time to time, require the temporary assignment of some work performed by bargaining unit members to be assigned to non-bargaining unit members.

Section 25.3. Light Duty. An employee who has been placed on leave for medical reasons or who has suffered a work-related illness or injury may be required by the School to return to work on a light duty basis under the following circumstances:

- a. The employee has been given a medical release (acceptable to the Office of Human Resources) to perform light duty services; and
- b. Appropriate light duty employment is available; and
- c. The Office of Human Resources authorizes the light duty assignment for a term up to 60 calendar days. An extension may be granted subject to review and approval by the Office of Human Resources.

Section 25.4. Informational Picketing. The parties acknowledge the right of bargaining unit members to engage in informational picketing that does not interrupt the operation of the School. The Union shall give the Office of Human Resources at least 24 hours' advance notice of the time and place of any proposed picketing.

Section 25.5. Performance Productivity Standards. The parties agree that the School has the right to establish reasonable workload standards and productivity levels. In departments where such standards of productivity measurements exist or are implemented, such standards shall be reduced to writing and distributed to affected employees and the Union. In the event changes in workload standards or productivity measurements, or the creation of such exist, a meeting between the parties may be scheduled upon request by the Union within five working days of receiving notice of a proposed change. Nothing in this section shall preclude a supervisor from prioritizing work or addressing work performance deficiencies.

Section 25.6. Travel Pay. Any bargaining unit members who shall use their personal vehicles on the job shall be reimbursed at the mileage reimbursement rate then in effect for any other employee of the School. Such use shall be governed by Travel Control Board rules, as amended from time to time.

Section 25.7. Tuition Waivers. Employees shall be eligible for tuition waivers in accordance with the provisions of 110 ILCS 305/7(f), as such provisions may be amended from time to time.

Section 25.8. Professional License. The license renewal cost for any registered nurse or licensed practical nurse shall be paid for by the School.

Section 25.9. Distribution of the Collective Bargaining Agreement. Upon execution of this Agreement by both parties, the School shall provide an electronic copy of the Agreement to the Union. Employees shall be given reasonable access to School resources to print a copy of the Agreement.

Section 25.10. Report of Vacation and Sick Leave Accrual. Upon reasonable request to the immediate supervisor or the Office of Human Resources, vacation and sick leave balances shall be provided to the requesting employee within two workdays of receipt of such request.

**ARTICLE XXVI  
SUBCONTRACTING**

Section 26.1. Contracting for Services. It is the intent of the School to endeavor to utilize its employees to perform work they are qualified to do, and to that end, the School shall avoid, insofar as is practicable, the contracting of services performed by employees in the bargaining unit. However, the School reserves the right to enter into contracts for any work it deems necessary or desirable because of efficiency, economy or other related factors.

Section 26.2. Application. If the School shall determine that contract services are necessary or desirable in circumstances where such services, or any portion of such services, are being performed by bargaining unit employees and could affect job security or classification status of such employees, then the School shall:

- a. Provide reasonable advance written notice to the Union; and
- b. Upon written request of the Union, meet with the Union prior to entering into outside contractual agreements for such services.



**ARTICLE XXVII**  
**NON-INTERRUPTION OF SERVICES AND WORK**

Section 27.1. No Strike. During the term of this Agreement, neither the Union nor any of the employees covered by this Agreement will authorize, instigate, promote, engage in, sponsor, aid, or participate in any strike, sympathy strike, stoppage of work, refusal to work, refusal to follow reasonable work instructions, or any other concerted interruption of the operation of School. Violations of this article shall be grounds for discipline.

Section 27.2. Union Responsibility. It is recognized that Union officers have a special obligation and responsibility for maintaining compliance with this article, including the responsibility to encourage employees violating this article to return to work. In the event of any violation of any provision of this article, the Union shall, upon notice from the School, immediately direct employees, both orally and in writing, to resume normal work operations immediately and make other reasonable efforts to end any violation.

Section 27.3. No Lockouts. The School will not lock out any employees covered by this Agreement during the term of the Agreement.

**ARTICLE XXVIII  
ENTIRE AGREEMENT**

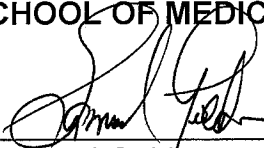
The parties acknowledge that during the negotiation which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the duration of this Agreement, the School and the Union voluntarily and unqualifiedly waive the right to bargain collectively with respect to any subject or matter covered by this Agreement.


**ARTICLE XXIX  
TERM OF AGREEMENT**

This Agreement shall take effect as of July 1, 2009, and shall remain in full force and effect through June 30, 2013. This Agreement shall automatically be renewed from year to year after June 30, 2013, unless either party shall notify the other party in writing no earlier than 120 days but no later than 60 days prior to June 30, 2013, or June 30 in any succeeding year.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized officers and representatives this 10<sup>th</sup> day of DECEMBER, 2009.

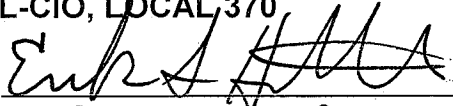
**BOARD OF TRUSTEES OF  
SOUTHERN ILLINOIS UNIVERSITY  
-SCHOOL OF MEDICINE**

By:  (12/10/09)  
Samuel Goldman  
Interim Chancellor  
Southern Illinois University

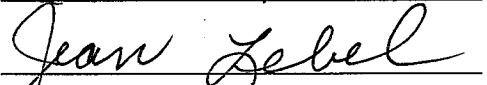
By:   
Glenn Poshard, Ph.D.  
President  
Southern Illinois University

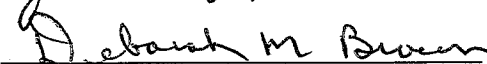
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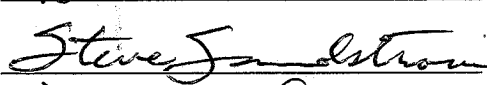

**AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES COUNCIL 31,  
AFL-CIO, LOCAL 370**

By: 


By: 

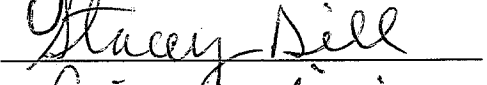
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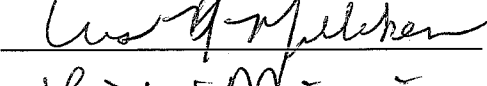
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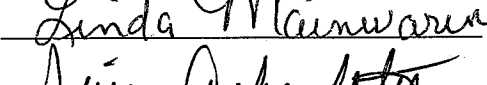
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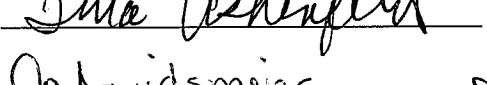
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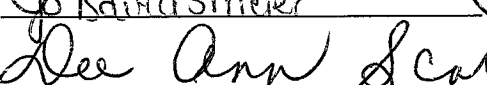
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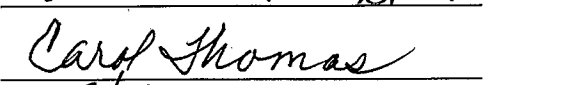
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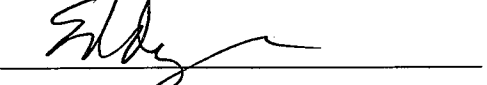
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## **MEMORANDUM OF UNDERSTANDING HOURS OF WORK**

In confirmation of bargaining discussions between AFSCME Council 31, on behalf of Local 370, and Southern Illinois University School of Medicine (the "School"), it is the intention of the School that the following matters shall be referred to a joint committee constituted by the parties with equal numbers from each side:

1. Workload among exempt bargaining unit members whereby such members regularly work beyond their scheduled workweek; and
2. The equitable distribution of workload beyond the scheduled workweek among exempt bargaining unit members.

The School shall cause the Office of Human Resources and appropriate departmental administrators to work collaboratively with such committee for the purposes of:

1. Identifying workload problems; and
2. Identifying options (which include flexed and/or flexible schedules where applicable); and
3. Implementing an appropriate remedy and monitoring such action to assure intended results.

**MEMORANDUM OF UNDERSTANDING**  
**CSN Driver's License/Damage to Personal Property**

AFSCME Council 31, Local 370 and SIU School of Medicine have agreed to the following as it relates to the practice governing Driver's License and Automobile Insurance coverage for those represented individuals in Community Service Network (CSN) program in the Department of Psychiatry. This agreement and understanding is a result of a meeting between both parties and designated interested representatives to explore all issues related to these topics in this program area.

Driver's License/Automobile Insurance: It is understood and agreed to that: any employee whose position requires a valid driver's license shall provide proof of such license upon request.

In addition, such employee shall maintain automobile liability insurance coverage in an amount that shall meet or exceed requirements imposed by law.

Upon request, the employee shall provide proof of such coverage to the Office of Human Resources. In the event of revocation, suspension, or expiration of such driver's license or insurance coverage, the employee shall immediately give notice to the immediate supervisor and the Office of Human Resources.

Damage to Personal Property: In relation to the issue of damage to personal property by clients/patients who are being transported by CSN staff in their personal automobiles, it was noted that the current practice for addressing these issues was appropriate. These practices include periodic detailing of automobiles (on an as-needed and scheduled basis) and repair or replacement of damage to automobiles or other personal property that result from the carrying out of normal duties in the transport or care of clients/patients.

**MEMORANDUM OF UNDERSTANDING  
PARKING**

It is understood and agreed to that two representatives of AFSCME Council 31, Local 370 will be added to the Parking Committee for the School of Medicine. Within 30 days of the ratification of the Agreement, or sooner if mutually agreed upon, the Union will designate those individuals who shall be named to the Committee and advise the School of those representatives. In exchange for these appointments, AFSCME agrees to rescind all proposals related to parking from the bargaining between the parties.

**MEMORANDUM OF UNDERSTANDING  
DAMAGE TO PERSONAL PROPERTY**

It is understood and agreed that when, in the normal course of caring for a patient, the patient causes damage to personal property, said property will be replaced or repaired, as deemed appropriate by the School of Medicine.

**MEMORANDUM OF UNDERSTANDING  
FLEXIBLE WORK SCHEDULE**

WHEREAS, the School and the Union are engaged in negotiation of a 2009 Collective Bargaining Agreement; and

WHEREAS, the parties have each identified bargaining interests for negotiation; and

WHEREAS, development of a flexible work schedule has been identified as a bargaining interest; and

WHEREAS, the parties desire to refer such bargaining interest to committee review and recommendations during 2009-2010.

NOW, THEREFORE, the School and Union hereby acknowledge and agree that collaborative review and recommendations in connection with flexible work schedules (including 4-day and 9-day schedules) shall be conducted by a committee comprised of up to 9 members appointed by the School and up to 9 members appointed by the Union, such committee to convene within 60 days of the date hereof.



## **EXHIBIT A**

### **UNIT 1**

Certified Clinic Nurse  
Clinic Nurse (Staff Nurse II)  
Psychiatric and Mental Health Nurse  
Research Nurse

### **UNIT 2**

Account Technician I  
Account Technician II  
Accounting Clerk  
Administrative Clerk  
Ambulatory Care Aide I  
Ambulatory Care Aide II  
Ambulatory Care Assistant  
Ambulatory Care Supervisor  
Applications Analyst  
Architectural Draftsman I  
Architectural Draftsman II  
Biomedical Engineering Technician II  
Biomedical Engineering Technician III  
Broadcasting Engineer  
Cashier IV  
Clerical Assistant  
Clerk  
Collection Specialist I  
Collection Specialist II  
Collection Specialist III  
Communications Network Specialist II  
Communications Services Specialist II  
Communications Technician II  
Communications Technician III  
Community Affairs Specialist I  
Community Affairs Specialist II  
Computer Systems Specialist II  
Customer Service Representative I  
Customer Service Representative II  
Digital Imaging Specialist II  
Editorial Writer  
Environmental Health & Safety Tech I  
Environmental Health & Safety Tech II  
Environmental Health & Safety Tech III  
Equipment Specialist III  
Graphic Designer III  
Histology Technician II  
Image Processing Technician I  
Licensed Practical Nurse I  
Licensed Practical Nurse II  
Medical Assistant  
Medical Case Worker  
Medical Education Program Coordinator  
Medical Education Program Specialist  
Medical Insurance Specialist I  
Medical Insurance Specialist II  
Medical Insurance Specialist III  
Medical Lab Technician I  
Medical Lab Technician II  
Medical Sonographer II  
Medical Sonographer III  
Medical Staff Services Specialist I  
Microcomputer Support Specialist I  
Microcomputer Support Specialist II  
Microcomputer Support Specialist III  
Microfilm Operator/Technician II  
Museum Registrar  
Office Support Assistant  
Orthopedic Technician  
Orthopedic Technologist  
Patient Services Specialist  
Procedures & Systems Analyst II  
Procedures & Systems Analyst III  
Program Services Aide  
Program Services Specialist  
Purchasing Officer I  
Purchasing Officer II  
Records Management Officer  
Reimbursement Coding Specialist I  
Reimbursement Coding Specialist II  
Respiratory Therapist III  
Scientific Analyst  
Scientific Photographer III  
Senior Applications Analyst  
Senior Laboratory Mechanic  
Senior Library Specialist

Image Processing Technician II  
Image Processing Technician III  
Instructional Comm Tech Operator I  
Laboratory Mechanic  
LAN Support Specialist I  
Library Assistant  
Library Clerk  
Library Specialist

Special Events Facilitator  
Staff Clerk  
Telephone Operator I  
Television Director-Producer  
Television Writer-Producer  
Trauma Registrar  
Tumor Registrar  
Tumor Registrar II  
Web Specialist II  
Web Specialist III

## **EXHIBIT B**

### **UNIT 2**

Accountant I  
Accountant II  
Administrative Aide  
Chief Clerk  
Medical Records Administrator I  
Medical Records Technician  
Office Manager  
Office Support Associate  
Office Support Specialist