

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SOUTHERN ILLINOIS UNIVERSITY
SCHOOL OF MEDICINE**

and

**TEAMSTERS/PROFESSIONAL & TECHNICAL EMPLOYEES,
LOCAL UNION #916, AFFILIATED WITH THE
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

**October 2, 2016
through June 30, 2020**

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ARTICLE 1 - PREAMBLE

This Agreement entered into by and between the Southern Illinois University, School of Medicine (Hereinafter referred to as the "Employer") and General Teamsters/Professional & Technical Employees, Local Union #916, affiliated with the International Brotherhood of Teamsters (Hereinafter referred to as the "Union"), has as its purpose the promotion of harmonious relations between the Employer 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 2 - PARTIAL INVALIDITY OF AGREEMENT

In the event that any provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof, and either party, upon written notice may request negotiations of the subject held legally invalid or unenforceable.

ARTICLE 3 - RECOGNITION

The "Union" has been duly recognized by the Employer as the exclusive bargaining agent for the Security Guard and Security Guard Supervisor of Southern Illinois University, School of Medicine referred to as "Guards".

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.

ARTICLE 4 - INDEMNIFICATION

The parties agree that bargaining unit employees shall have the right to request representation and indemnification by the Employer in the event they are defendants in civil liability suits arising out of actions taken or not taken in the course of their employment as employees of the Employer.

ARTICLE 5 - NON-DISCRIMINATION

Neither the Employer nor the Union shall discriminate against any employees on account of race, color, religion, national origin, gender, age, marital or civil union status, sexual orientation, political affiliation or physical disability (provided the employee possesses the necessary abilities to perform the duties of his/her position).

Neither the Employer nor the Union shall discriminate against, intimidate, restrain or coerce any employee because of the exercise of rights granted by the Illinois Educational Labor Relations Act, or by this Agreement, or on account of membership or non-membership in the Union, or lawful activities of or on behalf of the Union provided that such activities shall not violate the terms of this Agreement or applicable law.

ARTICLE 6 - MANAGEMENT RIGHTS

Except as amended, changed, or modified by this Agreement, the Union recognizes the exclusive right of the Employer to make and implement decisions with respect to the operation and management of the Employer (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 Employer, including the dates, times, and places of such services; to plan, direct, control, and determine all operations and services of the Employer; 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 Employer 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 Employer; and to serve the interests of its students and patients. The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer 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 7 - UNION RIGHTS

The Employer shall advise new employees hired in the positions covered by this Agreement that the Union is the recognized collective bargaining representative for employees in the position classifications of Security Guard.

a. Time Off for Union Business.

Local Union representatives may be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee hearings, and State or International conventions, provided such representatives shall provide a request to his/her supervisor of such absence, and provided further such time off does not interfere with the operating needs

of the Employer. The employee may utilize any accumulated time (vacation, and/or compensatory time) in lieu of taking such time off without pay.

Such time off shall not be cause for interruption in the employee's continuous service, and shall not be a negative reflection on the Union representative's employment record.

b. Union Bulletin Boards

The Employer agrees to provide one (1) bulletin board in the Office of Security and other locations mutually agreed upon. The purpose of the bulletin boards will be for general Union information, but shall not contain any material that is defamatory, partisan or political in nature. If the Employer 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.

c. Union-Management Meeting

The Labor Relations Specialist or his/her designee(s) will meet with representatives of the Union on 15 days written notice or at a mutually agreed upon time to consider and discuss items of interest to either party. If the subject matter warrants additional participants, these representatives may so mutually agree. It shall be the responsibility of the Union to ensure that the bargaining unit is fully represented at such meetings. Agenda items must be submitted by the party requesting the meeting. No other items shall be discussed, unless mutually agreed. It is understood by the parties that active grievances will not be discussed at these meetings.

d. Union Stewards

The Union shall have the right to appoint Union Stewards from among the members of the bargaining unit, which Stewards shall act on behalf of the Union. Upon the signing of this Agreement, and any time there is a change in a Steward appointment, the Union shall notify the Office of Human Resources, in writing, of the names of all the Stewards it has appointed, and the effective date of such appointment.

Stewards shall, without loss of pay, be allowed reasonable time during their normal work day to investigate, and/or process grievances within the bargaining unit. Such time shall be scheduled with the prior written approval of their supervisor, shall be subject to the operational needs of the Employer and should, if at all possible, be scheduled at the beginning, or end of a workday. Use of this time shall not be unreasonably denied by the Employer. The Union Steward shall log time in and out, in a manner designated by the Employer, to conduct such Union activities.

e. Access to Premises

Representatives or officers authorized by the local Union shall have reasonable access to the premises of the Employer for the purpose of investigating and/or processing grievances or for other reasons related to the administration of this Agreement, at any time that the employees covered by this Agreement are on duty, at the location. Such representative or officer shall give notice or make reasonable attempts to give notice, upon arrival to the appropriate Employer representative of the department being visited. Such visitations shall not interfere with the operations of the Employer.

During any discussion, interview, or meeting with management, which may result in discipline, an employee, covered by this Agreement, shall have an unequivocal right to union representation, except that the employee, at his/her discretion, may waive this right. Any such waiver shall be communicated with

the Employee's Supervisor and/or a representative of the Office of Human Resources. Under no circumstances shall the Employer influence or interfere with such waiver or attempt to compel an employee to provide a waiver. The parties agree that the Union shall have the right to conduct private and confidential interviews and/or discussions with employees facing potential discipline.

Union representative(s) shall be required to sign in at the Office of Security upon arrival at the work site and sign out when leaving the building.

f. Access to Documents

Upon written request, Union Representatives who are not employees of the Employer shall have the right to examine documents, which are related to any grievance under consideration. Should the Union's requested copies of documents be considered excessive by the Employer, the Employer shall so notify the Union, discuss the same with the Union, provide access to, examination of and copies to the Union at cost. The right to documents and the right to examine documents shall not be unreasonably denied provided the requested information is sought under and complies with the Illinois Education Labor Relations Act or the Freedom of Information Act but, however, does not apply to those documents, which are confidential or privileged by law.

g. Reservation of Rights

The failure of the Union to exercise any right, prerogative, or function reserved in this Agreement to the Union, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the right of the Union to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement. As such, the failure of the Employer to exercise any right, prerogative, or function reserved in this Agreement to the

Employer, or the exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the right of the Employer to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 8 - CHECK OFF

Upon receipt of a written authorization card from an employee, the Employer shall deduct the amount of union dues and initiation fees, if any, set forth in such card and any authorized increase therein and shall remit such deductions to the Secretary-Treasurer of the Union at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues in writing at least sixty (60) days prior to its effective date.

All employees covered by this Agreement who have signed union dues check-off cards prior to the effective date of this Agreement or who signed such cards after such date shall only be allowed to cancel such dues deduction within the prescribed procedures of the SIU School of Medicine.

The Employer agrees to deduct from the pay of those employees who individually request it, D.R.I.V.E. contributions, which shall then be remitted to the Union.

If an employee transfers out of the bargaining unit, is discharged, or otherwise is no longer covered by this Agreement, it is the employee's responsibility to contact the Office of Human Resources of the Employer and the Local Union to execute a withdrawal card and to notify that he/she is no longer associated with the Union with regard to Union dues.

Any time an authorized deduction would otherwise be discontinued without the employee's specific authorization, the Employer shall provide the employee with the necessary cards and/or forms needed to continue said deduction.

ARTICLE 9 - FAIR SHARE

All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the terms of this Agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Such fair share payment by non-members shall be deducted by the SIU School of Medicine from the earnings of non-member employees and remitted to the Union, provided, however, that the Union shall certify to the SIU School of Medicine a fair share amount not to exceed the dues uniformly required of members in conformity with state law and federal law.

SIU School of Medicine shall cooperate with the Union to ascertain the names of all employee non-members of the Union whose earnings the fair share payments shall be deducted, their work locations, and available space to post a notice concerning fair share.

The Union shall cause to be posted a notice concerning the fair share fee information required or permitted by the Illinois Educational Labor Relations Act and Board rules.

Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

Upon receipt of formal notice of any objection or unfair labor practice charge to the Labor Board, the Union and the Employer, hereby agree to comply with the Labor Board rules. The Board shall forward the objector's fee or portion of the objector's fees being

contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the Union and the objector(s).

The Union shall indemnify and hold harmless SIU School of Medicine, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reasons of action taken by the SIU School of Medicine for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit or assignment furnished under any such provisions.

If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Employer agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of the Board or court.

ARTICLE 10 - PERSONNEL FILES

Employees shall have the right, upon advance reasonable request, to review the contents of their personnel file. Reasonable requests, as determined by the Employer, to copy documents in the personnel file shall be honored.

ARTICLE 11 - DISCIPLINE

1. Progressive Discipline.

Disciplinary action may be imposed upon an employee for just cause. The Union and Employer acknowledge that appropriate disciplinary action for any employee shall be determined by the Employer. Nothing herein shall limit the Union's right to grieve the Employer's determination of discipline. 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 Employer, which actions shall range from verbal warning through discharge as follows:

- a. *Verbal Warning.* A verbal warning shall be documented by the Employer, 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 Employer 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 16.5 of Article XVI (Grievance Procedure) of this Agreement.

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.

3. Pre-Disciplinary Meetings.

For discipline other than a verbal warning, the employee must be given the opportunity for a pre-disciplinary meeting. 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 Employer, the meeting shall be reconvened at a later time.

4. Notification of Disciplinary Action.

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

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 Employer.

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 Employer. Both parties acknowledge that coaching and counseling is an important tool for supervision and is not considered a formal level of disciplinary action.

6. Administrative Leave Pending Investigation.

In connection with any allegation of misconduct, the Employer 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.

7. Performance Improvement Plan.

The Employer 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.

8. Purging a Warning.

Upon request of the employee, any written reprimand(s) for any infraction which does not relate to or otherwise involve harassment, discrimination or other similar offense, shall be purged from the employee's official personnel file, after twenty-four (24) months have elapsed from the date of the discipline, and there is no subsequent disciplinary action of any nature, in the record within said twenty-four (24) month period. Once a particular occurrence of discipline has been purged, the Employer shall not use that occurrence as a basis for further discipline.

ARTICLE 12 - SENIORITY

Section 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 2. Seniority List.

The Employer will provide the Union with a seniority list for each position classification set forth in Article III (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 Employer during the term of this Agreement.

Section 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 Employer, or if the employee requests in writing removal from the reemployment register, or if the Employer 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.

ARTICLE 13 - LEAVES OF ABSENCE

Section 13.1. 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, corresponding in laws, verified domestic partner, and civil union partner. 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.

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

Section 13.2. Jury Duty

It shall be the policy of Southern Illinois University School of Medicine to act in accordance with all applicable state and federal laws pertaining to jury duty leave for public employees.

Section 13.3. Military Leave

It shall be the policy of Southern Illinois University School of Medicine to act in accordance with all applicable state and federal laws pertaining to military leave for public employees.

Section 13.4. 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 Employer 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 Employer’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 Employer. 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 Employer.

ARTICLE 14 - VACATIONS

Section 14.1. Vacation Leave Accrual.

Employees shall accrue vacation leave in accordance with the following schedule:

Years of Service	Vacation Accrual Rate Per Hour	Approximate Vacation Days Per Year	Pay Status Hours
1	.0462	12	0.0-2088.0
2	.0500	13	289.0 - 4176.0

3	.0539	14	4177.0 - 6264.0
4	.0577	15	62653.0 - 8352.0
5	.0616	16	8353.0 - 10440.0
6	.0655	17	10441.0 - 12528.0
7	.0693	18	12529.0 - 14616.0
8	.0732	19	14617.0 - 16704.0
9	.0770	20	16705.0 - 18792.0
10	.0809	21	18793.0 - 20880.0
11	.0847	22	20881.0 - 22968.0
12	.0885	23	22969.0 - 25056.0
13	.0924	24	25057.0 - 27144.0
14	.0962	25	27145.0 - 29232.0
15	.1000	26	29233.0 - 31320.0
16	.1039	27	31321.0 - 33408.0
17	.1077	28	33409.0 -

Section 14.2 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.

ARTICLE 15 – BENEFITS

During the term of this Agreement, the Employer shall continue in effect, and the employees shall enjoy the benefits, rights and obligations of the group insurance health and life plans and pension plans applicable to all Illinois State employees pursuant to the provisions of the State Employees Group Insurance Act of 1971 (5 ILCS 375/1 et seq.) and the State Universities Retirement System (40 ILCS 5/15 et seq.) as amended or superseded and insurance plans from time to time negotiated thereunder.

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 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 2. Grievance Procedure.

Step 1. Director.

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 Director of Security, or his designee, within 5 workdays after the grievant knew or should have known of the occurrence giving rise to the grievance. 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 Director of Security, or his designee during the scheduled meeting.

The Director of Security shall issue a written response to the grievance within 10 workdays after such meeting.

Step 2. Labor Relations Specialist.

If the grievance is not settled at Step 1, 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 1 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 3. Executive Director of Human Resources.

If the grievance is not settled at Step 2, the Union may elect to appeal the grievance to the Executive Director of Human Resources within 5 workdays after the Step 2 response. The Executive Director of Human Resources, 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 of Human Resources in advance. The Director of Human Resources shall issue a written response to the Union within 5 workdays after such meeting.

Step 4a. Mediation.

If the grievance is not satisfactorily resolved at Step 3, the Union may advance the grievance to mediation within 5 workdays of the Step 3 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 4(a) 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.

4b. 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 3 response. In either event, representatives of the Employer and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within 10 workdays after the mediation in Step 4(a), the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven arbitrators. The parties shall alternately strike the name of an arbitrator, alternating between grievances which party takes its turn 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 one entire panel of arbitrators. The arbitrator shall be notified of selection by a joint letter from the Employer 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 Employer 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 Employer 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 Employer. 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.

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 Employer and the Union, the arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at Step 1. 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 Employer, the Union, and the employee, and all parties will abide by it.

Section 3. General Provisions.

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 Employer.

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 Employer 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 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 Employer and shall, in all respects, be final. However, such adjustment shall not establish a precedent or ruling binding in future proceedings.

Section 4. Time Limits

No grievance shall be entertained or processed unless it is presented at Step 1 within 5 of the grievant's workdays from the first event giving rise to the grievance or within 5 of the grievant's workdays after the grievant knew 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 Employer'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 5. Civil Service Option

The parties agree that the following provision shall apply if an employee of the Employer 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 17 - HEALTH AND SAFETY

The Employer shall provide a safe and healthy workplace for employees and shall comply with all applicable laws, rules, and regulations in the administration of Employer 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 Employer or the Union.

Any grievance filed under this section shall commence with a written statement of the grievance at Step 3.

ARTICLE 18 - SUBCONTRACTING

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

Application. If the Employer 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 Employer shall:

- (a) Provide fourteen (14) days 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 19 - EQUIPMENT & TRAINING

Section 1. Uniforms

If the employee is required to wear a uniform, the Employer shall furnish uniforms to members of the bargaining unit. If a uniform is deemed by an employee to require replacement, then the employee shall submit a replacement request to the immediate supervisor. If the immediate supervisor agrees that the uniform warrants replacement, then a replacement recommendation shall be forwarded to the Director of Security. The Director shall authorize purchase of the new uniform. Issued uniforms may only be worn at work or when traveling directly to and from work. At no time shall security guards display any SIU School of Medicine badges or uniform patches in any off-duty public setting.

Section 2. Personal Protective Equipment.

In order to promote workplace safety, the Employer shall provide personal protective equipment to employees 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 Employer policy.

Section 3. Training

The Employer and the Union are committed to the principles of education and training of Security Guards to ensure the safety and protection of SIU School of Medicine buildings, visitors and employees. To that end, the Director of Security or his/her designee shall determine such training to be provided insofar as it does not interfere with the orderly performance and continuity of services provided by the Office of Security.

ARTICLE 20 - HOLIDAYS

Section 1. Designation of Holidays

The Employer 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 herein.

Section 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 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 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 5. Administrative Closure Days.

In addition to the holidays set forth in Section 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 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 Employer's operating needs prevent scheduling such equivalent time off prior to the end of the next payroll period, then the Employer 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 21 - HOURS OF WORK

Section 1. Scheduled Breaks.

- a. Rest Periods. Subject to the Employer'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 Employer'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 2. Workweek/Workday.

The normal workweek shall consist of 5 workdays totaling 40 hours. The normal workday shall consist of 8.5 consecutive hours (exclusive of time spent for the meal period).

Section 3. Overtime/Compensatory Time.

Upon prior approval of the immediate supervisor, employees shall earn compensatory time at the rate of 1.5 times the hours worked in excess of 40 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 Employer.

If the compensatory time cannot be used within such 60 days, then the Employer shall pay overtime (at the employee's then-current rate of pay) in lieu of such compensatory time. Notwithstanding any other provision hereof, the Employer may elect to pay overtime in lieu of awarding compensatory time for any hours worked in excess of 40 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.

Section 6. Callback Pay.

Any 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 40 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 7. Work Schedules.

The Employer shall establish the work schedules for all employees. Such schedules may be changed to accommodate the Employer'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 Employer.

ARTICLE 22 - SICK LEAVE

Section 1. Rate of Earnings

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.

Section 2. Extended Sick Leave Benefit (ESLB).

In addition to regular sick leave, employees may be eligible for ESLB not to exceed 15 workdays during any fiscal year of this Agreement. ESLB shall only apply to documented major illnesses or injuries of the employee. Major illness or injury shall be determined by the Employer 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 five (5) workdays of absence caused by any such major illness or injury. The first five (5) days 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 Employer's

policy for Medical Certification Examination and Inoculation, as such policy may be amended from time to time.

Section 3. 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 Employer 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.

Section 4. Abuse of Sick Leave.

If the Employer 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 Employer 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 XI 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 Employer.

Section 5. Paternity Leave.

Employees who have completed their probationary period shall be eligible for up to five (5) workdays of paid maternity 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.

ARTICLE 23 - LAYOFF AND REEMPLOYMENT (RECALL)

Section 1. Layoff Procedure.

The Employer shall effect layoffs in accordance with the provisions and procedures set forth in the State Universities Civil Service System statute and rules as referenced in Section 250.110 titled Separations and Demotions,” and attached to this Agreement as a Side Letter. Upon notice of a proposed layoff, the Office of Human Resources will place affected employees into vacant positions for which they are qualified.

Section 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 3. Notice to Union.

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

ARTICLE 24 - DRUG AND ALCOHOL TESTING

Section 1. Statement of Purpose

It is understood that the employees/students of SIU SOM, the patients of SIU Healthcare and the general public have the right to expect persons employed by SIU SOM are free from the effects of drugs and alcohol. SIU SOM has the right to expect employees to report for work fit and able to perform their duties.

Section 2. Prohibitions

Employees shall be prohibited from: a) Consuming, being under the influence of, or possessing alcohol at any time during the work day on any of the SIU SOM premises or job sites, including all buildings, properties, & vehicles, while engaged in SIU SOM business, (unless in accordance with duty requirements); b) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug; c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs; and d) Abusing or improperly using prescription and/or non-prescription medications/drugs.

This Section is not intended to limit the duty of the Office of Security, any city, state or federal law enforcement agency to enforce the laws of the State of Illinois and all regulations of the Office of Security.

Section 3. Drug and Alcohol Testing

Where the Director of Security, or his designee (non-bargaining unit member), or supervisor has reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs, during the course of the work day, the Director of Security, or his designee shall have the right to require an employee to submit to alcohol or drug testing as set forth in this Agreement.

Section 4. Order to Submit to Testing

At the time an employee is ordered to submit to testing authorized by this Agreement, the Director of Human Resources, or his/her designee (non-bargaining unit member) shall provide employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the Teamsters, at the time the order is given; provided, however, that in no circumstances may implementation of the order be delayed longer than forty-five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to representation by the union steward or a representative of Teamsters. Refusal to submit to such testing shall be considered a positive test and subject the employee to discharge.

Section 5. Testing for Prohibited Substances:

In conducting the testing authorized by this Agreement, the Director of Human Resources shall:

a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act; e.g., MOHA;

b) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;

c) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the Director of Human Resources or his/her designee, or employee in question as set forth in paragraph f;

d) collect samples in such a manner as to insure a high degree of security for the sample and its freedom from adulteration;

e) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative testing, about the detected drug or drug metabolites;

f) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee makes such demand of the Director of the Office of Human Resources or his/her designee within seventy-two (72) hours of receiving the results of the test;

g) require that the laboratory or hospital facility report to the Director of the Office of Human Resources that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;

h) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .01 or more, based upon the grams of alcohol per 100 milliliters of

blood, be considered positive and shall result in discipline, up to and including discharge,

i) provide each employee tested with a copy of all information and reports received by the Director of the Office of Human Resources in connection with the testing and the results;

j) insure that no employee is the subject of any adverse employment action except administrative leave with pay during the rendering of any testing procedure.

Section 6. Right to Contest

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement. Filing of a grievance will not delay the implementation of Section 4. Such grievance shall commence at Step 3 of the grievance procedure.

Section 7. Discipline

All employees, who, prior to any mandatory testing and for the first time voluntarily seek assistance with alcohol or drug related problems, shall be directed to the Employee Assistance Program provided by the Employer. When an employee requires such assistance, the Employer will not discipline the employee provided that: a) the employee agrees to appropriate treatment as determined by the Employee Assistance Program; b) the employee discontinues his abuse of prescribed drugs or abuse of alcohol; c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months; d) the employee agrees to submit to random testing during hours of work during, the period of "after-care". Employees who do not agree to act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol either during the period of "after-care" or pursuant to this Agreement during the hours of work shall be subject to discipline, up to and including discharge.

First Offense (Alcohol):

A first offense for a B.A.C. over 0.01 or more will result in a 30 day suspension and mandatory enrollment in an approved Employee Assistance Program (EAP). The employee will not be able to return to work until successful completion of the EAP program.

Second Offense (Alcohol):

A second offense for a B.A.C. over 0.01 will result in discharge.

An employee, who tests positive for a prohibited drug, as defined in Section 2 above, will be placed on administrative leave pending discharge. A refusal to submit to testing for either the First or Second alcohol and/or drug offense shall be considered a positive test and subject the employee to discharge.

ARTICLE 25 - COMPENSATION

Base wage of Security Guard - \$11.00 per hour.

Base wage of Security Guard Supervisor - \$12.65 per hour.

General Increase:

Effective October 2, 2016:

Increase employee wage rate by 1.00% applied to the employee's base rate of pay as of September 30, 2016. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

Effective July 1, 2017:

Increase employee wage rate by 1.00% applied to the employee's base rate of pay as of June 30, 2017. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

Effective July 1, 2018:

Increase employee wage rate by 1.00% applied to the employee's base rate of pay as of June 30, 2018. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

Effective July 1, 2019:

Increase employee wage rate by 1.00% applied to the employee's base rate of pay as of June 30, 2019. If the general salary increase provided to non-represented civil service employees of the School of Medicine is greater, employees shall receive the differential increase pursuant to general salary guidelines.

Shift Differential:

Effective October 2, 2016, employees who are normally scheduled to work a designated 2nd or 3rd shift shall be paid a shift differential of 25 cents per hour.

ARTICLE 26 - NO STRIKE, NO LOCKOUT

Section 1.

During the term of this Agreement, neither the Union nor its agents or any employee, for any reason, will authorize, institute, aid, condone, or engage in a work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Employer. During the term of this Agreement, neither the Employer nor its agents for any reason shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.

Section 2.

The Union agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this Article, including their responsibility to remain at work during any interruption which may be caused or initiated by others, and to encourage employees violating Section 1 to return to work.

Section 3.

The Employer may discharge or discipline any employee who violates Section 1 and any employee who fails to carry out his responsibilities under Section 2 and the Union will not resort to the Grievance Procedure on such employee's behalf.

ARTICLE 27 - TERM OF AGREEMENT

This Agreement shall be effective as of October 2, 2016 and shall remain in full force and effect from said date until midnight June 30, 2020 and either party may notify the other in writing at least sixty (60) days prior to June 30, 2020, of their desire to amend or terminate it. IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ___ day of _____,

For the Union:

Signature on file
JP Fyans, Legal Counsel

For the Employer:

Signature on file
Angie Doolin, Human Resources
SIU School of Medicine

For the Union:

Signature on file
Tony Barr, President

For the Employer:

Signature on file
Randy Dunn, President
Southern Illinois University

SIDE LETTER - LAYOFFS

(The language covered in this Side Letter comes directly from the State University Civil Service System Rules – Section 250.110 - Layoffs)

Section 250.110 Layoffs

- 1) The Executive Director shall be notified promptly of all employees on layoff status, together with the dates of the beginning of layoff and of return to employment from layoff status, when the layoff exceeds 30 consecutive work days. A status employee shall receive a written notice, at least 30 calendar days in advance of the effective date of layoff, when the layoff exceeds 30 consecutive work days; however, the effective date of layoff may be extended up to 15 days without the requirement of further notice.

- 2) Whenever it becomes necessary to lay off one or more employees, except as provided in subsection (d) (3), the employee who has the least amount of service in the class shall be laid off first, and additional layoffs shall be made in the ascending order of the place of the employee on the service and seniority lists for that class.

- 3) An employee who is the incumbent of a position for which the Executive Director has authorized specialized certification under Section 250.60(d)(9), or who is the incumbent of a position that has previously been identified as requiring specialized training or experience as required by the position in accordance with minimum acceptable qualifications for the class, may not be bumped by another employee with greater seniority unless the employee with greater seniority possesses the special and identified qualifications authorized for the incumbent's position.

- 4) Whenever it becomes necessary to reemploy one or more employees in a class, the employee last laid off by seniority shall be reemployed first, and further reemployment shall be made in the order of seniority until the reemployment register for

that class is exhausted. Work of short duration requiring reemployment of one or more employees will not require a new written 15 day advance notice of layoff if the work period is to be 5 consecutive working days or less and the work is emergent in nature.

5) A status employee who is subject to layoff from a part-time position may bump an employee in a full-time status position, providing the part-time employee's equivalent full-time accrued seniority based on hours in pay status is greater than that of the least senior employee in a full-time position. A full-time status employee who is subject to layoff may bump the least senior full-time employee, who then may bump the part-time employee having the highest percent-time appointment, providing the full-time employee has more accrued seniority.

6) Names of employees laid off during their probationary periods shall be returned to the register from which they were certified to their position in accordance with service in a status appointment earned as of the date of layoff.