AGREEMENT BETWEEN

THE BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY
GOVERNING SOUTHERN ILLINOIS UNIVERSITY
EDWARDSVILLE

And

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 73

(Food Service)

September 1, 2019 through August 31, 2022
TABLE OF CONTENTS

ARTICLES OF AGREEMENT ........................................................................................................1

ARTICLE I  UNION RECOGNITION .......................................................................................... 2
   Section 1. Union Recognition ................................................................. 2
   Section 2. New Classifications and Recognition .................................. 2

ARTICLE II UNION RIGHTS ................................................................................................. 3
   Section 1. Activity During Work Hours .................................................. 3
   Section 2. Union Orientation ................................................................. 3
   Section 3. Union Meetings on University Premises .............................. 3
   Section 4. Access to University Premises by Union ......................... 3
   Section 5. Union Bulletin Boards ......................................................... 3
   Section 6. Time Off for Union Activities ........................................... 4
   Section 7. Union Notification ............................................................. 4

ARTICLE III MEMBER DUES AND COPE ......................................................................... 5
   Section 1. Dues Deduction ................................................................. 5
   Section 2. Procedure ........................................................................ 5
   Section 3. University Indemnification ................................................. 5

ARTICLE IV NON-DISCRIMINATION .............................................................................. 6
   Section 1. Discrimination is Prohibited .............................................. 6
   Section 2. Union Activity .................................................................. 6

ARTICLE V UNIVERSITY RIGHTS .................................................................................. 7
   Section 1. Rights of the University ..................................................... 7
   Section 2. Contracting Services .......................................................... 8
   Section 3. Limitations of the Agreement ........................................... 8

ARTICLE VI GRIEVANCE PROCEDURE AND ARBITRATION ...................................... 9
   Section 1. Purpose ........................................................................... 9
   Section 2. Definition ....................................................................... 9
   Section 3. Procedure ..................................................................... 9

ARTICLE VII DISCIipline ................................................................................................. 12
   Section 1. Definition and Manner of Discipline ............................... 12
   Section 2. Oral and Written Reprimands ...................................... 12
   Section 3. Pre-Disciplinary Suspension Meetings ......................... 12
   Section 4. Notification and Measure of Disciplinary Action ......... 13
   Section 5. Relieving Unit Employees from Duty .......................... 13
   Section 6. Disciplinary History ...................................................... 13

ARTICLE VIII CONTINUITY OF OPERATION ................................................................. 14
ARTICLE IX  HOLIDAYS
Section 1.  Designation of Holidays................................................................. 15
Section 2.  Rate of Pay for Holiday Not Worked............................................. 15
Section 3.  Rate of Pay for Holiday Worked................................................... 15
Section 4.  Sixth and Seventh Day of Administrative Work Week.................... 15
Section 5.  Other Than Monday-Through-Friday Schedules.............................. 15
Section 6.  Other Holidays.................................................................................. 15
Section 7.  Eligibility Requirements................................................................. 15

ARTICLE X  VACATION
Section 1.  Selection of Vacations..................................................................... 17
Section 2.  Vacation Accrual Rate..................................................................... 17
Section 3.  Maximum Accrual............................................................................ 18
Section 4.  Interrupted Service.......................................................................... 19
Section 5.  Disposition of Accrued Vacation Upon Death, Resignation, or Retirement............................................................... 19
Section 6.  Use of Vacation During Seasonal Layoff........................................ 19

ARTICLE XI  SICK LEAVE
Section 1.  Amount of Sick Leave .................................................................... 20
Section 2.  Compensation and Usage................................................................. 20
Section 3.  Misuse............................................................................................... 20
Section 4.  Documentation of Sick Leave........................................................... 20
Section 5.  Application of Sick Leave................................................................. 21
Section 6.  Sick Leave Payout............................................................................ 21
Section 7.  Extended Illness............................................................................... 21

ARTICLE XII  BEREAVEMENT LEAVE
Section 1.  Amount of Bereavement Leave....................................................... 23
Section 2.  Special Circumstances..................................................................... 23

ARTICLE XIII  EXCUSSED ABSENCES
Section 1.  Jury Duty or Subpoenaed Witness Service...................................... 24
Section 2.  Participation in a University Sponsored or Recognized Activity........ 24
Section 3.  Military Obligations........................................................................ 24
Section 4.  Pre-Induction Physical Exams.......................................................... 25
Section 5.  Military Service............................................................................... 25
Section 6.  Medical Leave................................................................................ 25
Section 7.  Family and Medical Leave Act....................................................... 25
Section 8.  General Elections.......................................................................... 25
Section 9.  Mutual Benefit Leave..................................................................... 26
Section 10. Civil Service and Health Service Exams........................................ 26
Section 11. Insurance Premiums and Retirement System Contributions........... 26

ARTICLE XIV  HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY
Section 1.  Coverage......................................................................................... 27
Section 2.  Retirement, Death, and Disability Benefits....................................... 27
Section 3. Worker’s Compensation ....................................................... 27
Section 4. Related Optional Benefits ............................................... 27

ARTICLE XV
Section 1. TRAINING AND EDUCATIONAL ASSISTANCE
Section 2. Limitations ..................................................................... 28
Section 3. Taking Classes During Work Hours ................................. 28
Section 4. Excess of the Tuition and Fee Waiver Maximum Benefits . 28
Section 5. Enrollment in Classes Without Tuition and Fee Waiver .... 29
Section 6. Benefit During Layoff ...................................................... 29
Section 7. Benefits Upon Retirement .............................................. 29
Section 8. Partial Tuition Waiver for Children of Employees .......... 29

ARTICLE XVI
MEDICAL EXAMINATIONS ................................................................. 30

ARTICLE XVII
PROMOTIONAL/CAREER OPPORTUNITIES
Section 1. Promotional Lines ......................................................... 31
Section 2. Job Audit Procedures .................................................. 31
Section 3. Posting of Open Positions ............................................ 32
Section 4. Career Opportunities .................................................... 32

ARTICLE XVIII
MISCELLANEOUS BENEFITS
Section 1. Meal Allowance .......................................................... 33
Section 2. Uniforms ..................................................................... 33
Section 3. Rest Periods ................................................................. 33
Section 4. Cell Phones ................................................................. 33
Section 5. Cash Drawers ............................................................... 34

ARTICLE XIX
SENIORITY
Section 1. Definition ..................................................................... 35
Section 2. Layoffs ........................................................................ 35
Section 3. Shift Assignment and Annual Bidding ......................... 35
Section 4. Vacancy Bidding .......................................................... 36

ARTICLE XX
HOURS OF WORK AND OVERTIME
Section 1. Hours of Work ............................................................. 37
Section 2. Overtime ...................................................................... 37
Section 3. Call-Back .................................................................... 38
Section 4. Percentage of Work Performed by Bargaining Unit .... 38
Section 5. Shift Changes ............................................................... 39
Section 6. Inclement Weather Closures ....................................... 39
Section 7. Emergency Time Off .................................................... 39

ARTICLE XXI
WAGES
Section 1. Method of Establishment of Wages ................................ 40
Section 2. Effective Date of Wages ............................................... 40
Section 3. Temporary Upgrading .................................................. 41
Section 4. Electronic Funds Transfer (EFT) ................................. 41
Section 5. Shift Differential .......................................................... 42
ARTICLE XXII
Section 1.
Section 2.
Section 3.

LABOR MANAGEMENT MEETINGS
Purpose ................................................................. 43
Meeting Attendance .................................................. 43
Meetings ............................................................... 43

ARTICLE XXIII
Section 1.
Section 2.

HEALTH AND SAFETY
Procedure ............................................................. 44
Safety Committee ..................................................... 44

ARTICLE XXIV

PARKING .............................................................. 45

ARTICLE XXV
Section 1.
Section 2.

TERM OF AGREEMENT
Effective Date of Agreement ........................................ 46
Mutual Changes ....................................................... 46

SIDE LETTER .......................................................... 48
ARTICLES OF AGREEMENT

This Agreement has been made and entered into by and between the Board of Trustees of Southern Illinois University governing Southern Illinois University Edwardsville (hereinafter referred to as the "University") and the Service Employees International Union, Local #73 (hereinafter referred to as the "Union").
ARTICLE I
UNION RECOGNITION

Section 1. Union Recognition

The University recognizes the Union as the exclusive representative of the employees as certified by the Illinois Educational Labor Relations Board in Case No. 88-VR-0007-S on May 4, 1988. The University recognizes the Union as the exclusive representative for all negotiable matters pertaining to wages, hours, and terms and conditions of employment for a single negotiation unit consisting of employees in the following classes as defined or established by the State Universities Civil Service System of Illinois and employed by the employer at Southern Illinois University Edwardsville.

Baker I, II, III, IV; Culinary Worker I, II, III, IV, V, Food Service Cashier; Cooks Helper; Second Cook; First Cook; Head Cook; Kitchen Helper; Hostess; Food Service Sanitation Laborer; Food Service Stores Laborer; Dishroom Supervisor; Food Service Area Supervisor; all full-time and regular part-time Snack Bar Attendants and Laundry Workers I and II.

Section 2. New Classifications and Recognition

A classification title change will not remove employees from the bargaining unit as long as they are performing substantially the same work. Any new classification covering the same work will become part of the bargaining unit covered by this Agreement.
ARTICLE II

UNION RIGHTS

Section 1. Activity During Work Hours

Employees shall be allowed time off with pay during regular work hours to investigate grievances and attend grievance hearings and meetings if:

1. The employee has given advance notice to and upon obtaining approval from their supervisor;

2. The employees are entitled or required to attend the hearings or meetings by virtue of being Union representatives, witnesses, or grievants; and

3. The employees' attendance at such hearings or meetings does not substantially interfere with the University's operations.

Section 2. Union Orientation

The Union shall be permitted to inform each new employee of rights and obligations under this Agreement in a voluntary, thirty (30) minute meeting. These meetings will be held at times and places agreed to by the Union and University during the employee's orientation periods. The University will inform the Union of all new employees in the bargaining unit before or during their orientation period. The Union will identify to the University the Union representative who will meet with the new employee.

Section 3. Union Meetings on University Premises

The Union may schedule meeting room space through the Office of Conferences and Institutes or appropriate scheduling office in accordance with applicable University policies.

Section 4. Access to University Premises by Union

Union representatives shall have reasonable access to University premises, for the administration of this Agreement, upon giving advance notice to the Director, Human Resources.

Section 5. Union Bulletin Boards

The University agrees to furnish bulletin board space at areas that are readily accessible to bargaining unit employees. The items posted shall not be political, partisan or defamatory in nature. All such posted items shall be signed by a responsible officer of the Union prior to posting.
Section 6. Time Off for Union Activities

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings and conventions, and seminars, provided such representatives give reasonable notice to their immediate supervisors of such absence. Such time off shall be allowed if it does not substantially interfere with the operational needs of the University. The employee may utilize accumulated vacation days in lieu of taking time off without pay.

Local Union representatives (Officers and Stewards) shall accumulate vacation and sick leave time when absent without pay for legitimate Union business.

Section 7. Union Notification

Upon request, the Offices of Human Resources shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: a) reclassifications, b) reallocations, c) demotions, d) check off revocations, e) layoffs and return from layoffs, f) leaves and returns from leaves, g) suspensions, and h) discharges. In addition, upon request by the Union, the University shall furnish the Union the current seniority rosters of bargaining unit employees.
ARTICLE III

MEMBER DUES AND COPE

Section 1. Dues Deduction

The University agrees to deduct Union dues and Committee on Political Education (C.O.P.E.) deductions upon receipt of an appropriate written and signed authorization directly from any employee covered by this Agreement, on a form mutually agreed to by the Union and the University.

The employer shall honor employees individually authorized deductions. If a bargaining Unit member requests a change in membership dues/status, the Bargaining Unit member will be directed to the Union.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees. The Union shall notify the Employer of any revocations (via payrollhr@siue.edu) no later than the first day of the month following the month in which it receives notice that the cards is revoked. Notice will include copies of the employee’s signed notice of revocation.

Section 2. Procedure

In accordance with the provisions for deduction as described in Section 1 of this Article the University shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the University and shall cause the amounts so withheld to be remitted to the Service Employees International Union, Local #73, by the State Comptroller or other authorized wage paying authority on a monthly basis at the address designated, in writing, by the Union. The Union shall advise the University of any changes in dues, or other approved deductions, or the fair share fee, in writing, at least thirty (30) days prior to its effective date.

Section 3. University Indemnification

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

NON-DISCRIMINATION

Section 1. Discrimination is Prohibited

No employee shall be illegally discriminated against because of race, sex, color, creed, marital status, national origin, age, religion, disability, political affiliation, sexual preference, or veteran status. Complaints involving such discrimination or sexual harassment shall be reported to the Office of Equal Opportunity, Access and Title IX Coordination.

Section 2. Union Activity

No employee shall be illegally discriminated against for, or intimidated, coerced or restrained in, the exercise of any right granted by this Agreement or the Illinois Educational Labor Relations Act.
ARTICLE V

UNIVERSITY RIGHTS

Section 1. Rights of the University

The Union recognizes the prerogative of the University to operate and manage its affairs in all respects in accordance with its responsibility and in the manner provided by law, and the powers or authority which the University has not specifically abridged, delegated or modified by other provisions of this Agreement are retained as the exclusive prerogatives of the University. Such powers and authority, in general, include, but are not limited to, the following:

a. To determine its general business practices and policies and to utilize personnel, methods and means in the most appropriate, efficient and flexible manner possible;

b. To manage and direct the employees of the University, to make assignments of jobs, to determine the size and composition of the work force, to determine the work to be performed by the work force and each employee, and to determine the competence and qualifications of the employees;

c. To determine the methods, means and personnel by which, and the location where, the operations of the University are to be conducted;

d. To take whatever action may be necessary in situations of emergency;

e. To utilize student, temporary, provisional, part-time or seasonal employees when deemed necessary;

f. To hire, promote, transfer, and layoff employees and to make promotions to supervisory positions;

g. To suspend, demote or discharge employees in accordance with the statute and rules of the State Universities Civil Service System and in keeping with the basic tenets of just cause;

h. To establish or alter the number of shifts, hours of work, work schedules, methods or processes;

i. To schedule overtime work when required;

j. To create new positions or departments; to introduce new or improved operations or work practices; to terminate or modify existing positions, departments, operations or work practices; and to consolidate existing positions, departments or operations;

k. To make and alter rules and regulations for the conduct of its business and of its employees.
The exercise by the University of any of the foregoing powers, rights and/or authority shall not be reviewable by arbitration except in case such are so exercised as to violate an expressed provision of the Articles of Agreement.

Section 2. Contracting Services

The University is willing to discuss its intent to contract production operation in Dining Services which would have a significant impact on the work performed by members of the Union. The University agrees that upon formal consideration to contract services performed by bargaining unit employees and which would affect the job security or classification status of such employees, it shall meet with the Union prior to entering into outside contractual agreements to discuss and explain the intended actions and bargain over the impact. This is not to infer any limits in regards to innovative work processes, pre-packaged food, or purchasing of prepared foods.

Any employee who may be subject to layoff, reduced work hours or any change in work conditions as a result of contracting services will be given 90 days’ notice of such change.

Section 3. Limitations of the Agreement

Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the University including the following, which this Agreement shall incorporate, but not supersede: (a) applicable federal and state laws as they may be amended from time to time; (b) rules and regulations of federal and state agencies and orders of federal and state executive officers which have the force and effect of law, as they may be amended from time to time; (c) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; (d) rules and regulations of the State Universities Retirement System as they may be amended from time to time. In the event of conflict among any of the statutory responsibilities and obligations and any provision of this Agreement, the foregoing shall prevail unless expressly stated otherwise herein.

Should any provision of this Agreement or any application thereof become unlawful by virtue of any federal or state law, rule or regulation, executive order or decision of a court of competent jurisdiction, the provision or application shall be modified by the parties to comply with the law, rule, regulation, order or decision, and all other provisions of this Agreement shall continue in full force and effect.
ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Purpose

The purpose of the Grievance Procedure is to secure, at the lowest possible level, a resolution of alleged violations of this Agreement. Both parties shall make an earnest and honest effort to resolve grievances expeditiously and cooperatively.

Section 2. Definition

A grievance is defined as a claim of a violation of a specific provision of this Agreement. Any grievance filed shall have an assigned grievance number, be on a form mutually agreed to by the University and the Union and refer to the specific provision alleged to have been violated, and it shall set forth the facts pertaining to the alleged violation. A new form shall be submitted at each step of the grievance and shall have the prior forms and dispositions attached. Any claims not conforming to the provisions of this definition shall be denied by the University as not constituting a grievance.

A dismissal is the involuntary separation of a probationary employee from a permanent and continuous status position before the employee becomes a unit employee in that position. Employees in non-status appointments may be dismissed in accordance with the rules implementing the State Universities Civil Service Act, 80 Ill. Admin. Code A.VI. 250, as amended from time to time. Such dismissals are not subject to this grievance procedure.

Complaints involving discrimination or sexual harassment as covered by the University Affirmative Action Plan shall be reported directly to the Office of Equal Opportunity, Access and Title IX Coordination (EOA) by the employee or the appropriate Union representative within ten (10) working days from the time the employee became aware, or had reason to be aware, of the alleged violation. During attempts to resolve the complaint the employee shall have the option of requesting Union representation, which shall not be denied. It is understood that for the sake of training, confidentiality and continuity, the Union will designate one (1) representative or one (1) alternate to attend all such investigatory meetings with the employee. In addition, EOA may attempt to resolve the complaint informally.

If the EOA cannot resolve the complaint to the satisfaction of the employee within twenty (20) week days after the employee contacts EOA, the employee or appropriate Union representative may file a formal grievance as stated below in Section 3, Step 2 within five (5) week days after a response from the EOA. If the grievance is not resolved at Step 2, the grievance may proceed to Step 3, under the conditions stated below in Section 3.

Section 3. Procedure

Before filing a grievance under this Article, an employee and/or the appropriate Union representative shall discuss the alleged violation of the Agreement with the most immediate supervisor outside the Bargaining Unit and solicit an explanation or resolution. This must be done within ten (10) week days from the time the employee became aware of or had reason to be aware of
the alleged violation. The most immediate supervisor outside the Bargaining Unit must respond to the employee within five (5) week days from the time the employee and supervisor meet to discuss the alleged violation.

The parties prefer that grievances be resolved informally within a reasonable time after an alleged violation. The following procedure allows for both an informal resolution and a formal mechanism to resolve grievances. If an informal resolution is not possible after discussing the alleged violation of the Agreement with the most immediate supervisor outside the Bargaining Unit and after response of the supervisor, the grievant may proceed to the formal steps (Steps 1-4). A grievance may be advanced to any step of the grievance procedure if the Union and University jointly so agree. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step. If no response is rendered by the University at any step within the specified time therefore, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. If a grievance is not appealed by the Union or employee within the specified time limits therefore, the grievance shall be considered resolved upon the terms of the last response by the University. Unit employees required to attend meetings under Steps 1, 2, and 3 of this Article during the regularly scheduled work assignment shall be released without loss of pay or benefits for the length of that meeting, including reasonable travel time. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. No reprisal(s) shall be taken by the University against any employee because of required participation in a grievance.

A non-probationary status employee who wishes to contest written notification of the University's intention to demote or discharge may elect either to:

a. Follow the procedures for review specified in the Rules of the State Universities Civil Service System, Section 250.110(e)(l) through (7); or

b. File a grievance signed by an officer of the Union at Step 3 of this Section within five (5) workdays of service of notification.

Election of (a) above shall waive all employee and Union rights to use this grievance procedure and arbitration regarding the employee's discharge and the University shall have no further obligation to entertain or proceed there under. The result of the procedure elected by the employee shall be final and binding on the University, the Union and the employee to the extent that it is consistent with law.

STEP 1. If the matter is not resolved informally, the employee and/or the appropriate Union representative may submit a written notice of the grievance to the designated Food Service Administrator IV within five (5) week days after the supervisor's informal response. The notice of grievance shall conform with the first paragraph of Section 2 of this Article and state specifically the relief sought. The designated Food Service Administrator IV shall review the grievance and render a decision in writing to the employee within ten (10) week days after receipt of the notice of grievance.

STEP 2. If the decision of the designated Food Service Administrator IV is not acceptable, the same grievance addressed in Step 1 may be referred by the Union to the Director, Dining Services within five (5) week days from the date of the decision in Step 1. The notice of grievance shall conform with the first paragraph of Section 2 of this Article and state specifically the relief
sought. The Director, Dining Services shall review the grievance and render a decision in writing to the employee within ten (10) week days after receipt of the notice of grievance.

STEP 3. If the decision of the Director, Dining Services is not acceptable, the same grievance addressed in Steps 1 and 2 may be referred by the Union to the Vice Chancellor Student Affairs or designee within five (5) week days from the date of the decision in Step 2. An investigation of the grievance shall be conducted, and after consultation with the Offices of Human Resources and a meeting with the employee and the Union representative, a decision shall be rendered in writing to the employee within ten (10) week days after said meeting.

STEP 4. If the decision of the Vice Chancellor for Student Affairs or designee is not acceptable to the Union and the alleged violation involves solely the administration or interpretation of this Agreement, the Union may submit the same grievance addressed in Steps 1, 2, and 3 to final and binding arbitration through the American Arbitration Association. The Union shall send notice of the demand for arbitration to the Director, Human Resources at the time the demand is made. The parties agree to accept the arbitrator's award as final and binding upon them as permitted by law. It is expressly agreed and understood by both the University and the Union that each grievance submitted to arbitration shall stand alone and be heard as a single grievance and in no case, unless by mutual agreement, shall two (2) or more grievances be heard as part of the same arbitration. If a demand for arbitration is not filed within thirty (30) days after receipt of the response in Step 3, then the grievance shall be deemed withdrawn.

The Director, Human Resources and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within ten (10) week days of the written demand for arbitration, a panel of five (5) arbitrators shall be requested jointly by the University and the Union from the American Arbitration Association. The parties shall alternately strike the names of two (2) arbitrators, taking turns to the first strike, which initially shall be determined by the toss of a coin. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. All hearings shall take place at a location mutually agreed upon by the parties.

The decision of the arbitrator shall be limited to deciding the issue(s) of the grievance as presented in writing at Step 1. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall have no authority to award monetary relief beyond five (5) week days prior to the filing of the grievance. The arbitrator shall follow the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The costs of arbitration shall be borne equally by the University and the Union, provided each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of its copy. Refusal by either party to share these costs shall prohibit that party from obtaining any transcript from the arbitration hearing.
ARTICLE VII

DISCIPLINE

Section 1. Definition and Manner of Discipline

If the University has reason to discipline a unit employee, except in extreme circumstances, it shall be done in a manner that will not embarrass the employee before other employees or the public. Disciplinary action or measures shall include the following:

a. Oral reprimand;

b. Written reprimand;

c. Suspension (notice to be given in writing);

d. Discharge (notice to be given in writing).

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. Failure to pass a probationary period is not a demotion under this Article and is not grievable. Discipline shall be imposed as soon as possible after the University is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Section 2. Oral and Written Reprimands

In cases of oral and written reprimands, the supervisor must inform a unit employee that an oral or written reprimand is being given and of the employee's right to Union representation, which shall be provided if so requested. The employee shall also be given reasons for such discipline. Written reprimands shall be clearly titled "Written Reprimand".

Section 3. Pre-Disciplinary Suspension Meetings

The University's Designated Employer Representative for purposes of the State Universities Civil Service System, or other designee, will discuss the specific problem pertaining to contemplated suspension with the employee, and a Union representative if requested by the employee, before a suspension notice is served. The employee will be told at that time that suspension is being considered. The employee shall be given the opportunity to rebut or seek clarification of the reasons for such discipline. Unless the employee objects to the presence of a Union representative, a Union representative may be present at such meetings as a non-participant observer.
Section 4. Notification and Measure of Disciplinary Action

In the event disciplinary action is taken against an employee, other than the issuance of an oral or written reprimand, the University shall promptly furnish the employee and the Union, unless the employee requests otherwise, with a clear and concise written statement of the reasons therefore. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances.

Section 5. Relieving Unit Employees from Duty

With respect to pre-disciplinary proceedings, nothing in this Article shall prevent the University from relieving employees from duty, with pay for investigatory purposes, if the University is of the opinion that the employee's presence on the job might constitute a risk of violence or damage to property, or might cause a disruptive effect on the University's operations. The Union will be notified by the close of business the next working day if an employee is removed from duty. If, after investigation, a suspension action is intended as a form of short-term discipline, this period will be without pay. If, after investigation, and the intention is to terminate the University will suspend the employee in accordance with State University Civil Service System regulations under Section 250.110.

Section 6. Disciplinary History

All history of discipline will remain in an employee's official personnel file except as provided in this section. Records of disciplinary actions will not be considered in a current disciplinary action if, from the date of the last disciplinary action, two (2) years pass without the employee receiving additional disciplinary actions. Memoranda and notations of oral reprimand may be removed from the employee's official personnel file, at the request of the employee, if two (2) years pass from the last oral reprimand without the employee receiving additional disciplinary action.
ARTICLE VIII

CONTINUITY OF OPERATION

It is hereby agreed by the Union and the University that since this Agreement provides for the orderly and amicable resolution of disputes, differences, disagreements or controversies over hours, wages, and terms and conditions of employment, there shall be no resort to strikes (which includes work to rule job actions, sympathy strikes, stoppages, sitdowns or slowdowns of work by the employees) nor any lockout by the University of any employee or group of employees.

Should a strike (which includes work to rule job actions, sympathy strikes, stoppages, sitdowns or slowdowns of work by the employees) or other interference with the operations of the University occur, not called, condoned, instigated or sanctioned directly or indirectly by the Union, the Union, upon request of the University shall:

1. Publicly disavow such action by the employees within 24 hours of the University's request.

2. Advise the University in writing that such action by employees has not been called, condoned, instigated, or sanctioned by the Union.

3. Post notices on mutually agreed upon University bulletin boards advising that it disapproves such action, and instructing employees to return to work immediately.

The University shall have the right to discharge any or all employees who violate any of the provisions of this Article.
ARTICLE IX

HOLIDAYS

Section 1. Designation of Holidays

The University will be closed and all employees will be excused, except in emergencies and for necessary operations, on the following holidays: New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and five (5) holidays to be designated by the Chancellor before July 1 of each year and any other holidays approved by the Chancellor.

Section 2. Rate of Pay for Holiday Not Worked

Permanent, apprentice, learner, trainee, and provisional employees covered by this Agreement will be compensated for the holidays listed in Section 1 above at their regular rate of pay.

Section 3. Rate of Pay for Holiday Worked

In the event that work is required on a University holiday listed above by employees covered by this Agreement, compensation will be at time and one-half (1½) their regular rate of pay, in addition to regular compensation.

Section 4. Sixth and Seventh Day of Administrative Work Week

When a holiday falls on the sixth day of the administrative workweek, the day preceding it will be recognized as a holiday. When a holiday falls on the seventh day of the administrative workweek the day following it will be recognized as a holiday.

Section 5. Other Than Monday-Through-Friday Schedules

Employees who normally work other than a Monday-through-Friday schedule, and who are not scheduled to work on a recognized holiday, will receive, as necessary operations permit, either (1) the scheduled day off nearest the recognized holiday, or (2) an additional day's pay at the regular rate.

Section 6. Other Holidays

Any other holiday becomes the prerogative of the Chancellor.

Section 7. Eligibility Requirements

For employees to receive holiday benefits, they must work or must be in a continuing pay status the scheduled work day preceding and following the holiday, unless absence on either or both of these work days is approved by the appropriate supervisor and the Director, Human Resources. Continuing pay status is defined as a continuing period from the beginning of the last scheduled work day preceding the holiday through the end of the next following scheduled work day unbroken by any absence without pay.
The only exception to the above paragraph, shall be the Thanksgiving and the Christmas/New Years Holiday periods designated by the Chancellor; employees will only be required to work the scheduled workday preceding and following these holiday periods.
ARTICLEX

VACATION

Section 1. Selection of Vacations

Seniority within classification will prevail in selection of vacations. Seniority will be given preference for the first awarded choice of vacation, second choice to follow seniority after all first choices have been awarded.

Employees who submit vacation requests at least fifteen (15) days before their requested vacation time shall be notified of the approval or disapproval of such requests within five (5) work days of such requests.

Long term vacation requests (three (3) days or longer) which have been approved in advance will not be denied in an arbitrary and capricious manner. Short term vacation requests (two (2) days or less) will be approved or disapproved depending upon available qualified employees.

Long term vacation requests which are in excess of 10 consecutive working days and for Voluntary layoff for the period of May (graduation) through the second week of August shall be requested by February 28 of each year. Voluntary layoff may be for the summer term break weeks or summer term or both. Voluntary layoff is not allowed for the week prior to the start of Fall Semester.

You must be in a pay status (not laid off) in order to request vacation and receive holiday pay. This is subject to Section 7 of Article IX – Holidays.

Employees will be apprised of the summer work list one month in advance for purposes of vacation selection. For functions that may arise with less than one month in advance, the employer will notify the employees with as much advance notice as is possible. If the list cannot be posted within the one-month timeframe, the University agrees to meet with the Union to discuss the reasons for the delay.

Section 2. Vacation Accrual Rate

All unit employees hired before October 1, 2016 in positions not exempt from overtime compensation requirements of the Fair Labor Standards Act shall earn vacation based upon hours in pay status in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Year(s) of Service</th>
<th>Vacation Days Earned in One Year by a Full-Time Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1st</td>
<td>12</td>
</tr>
<tr>
<td>1st-2nd</td>
<td>13</td>
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<td>2nd-3rd</td>
<td>14</td>
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<td>3rd-4th</td>
<td>15</td>
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<tr>
<td>4th-5th</td>
<td>16</td>
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</tbody>
</table>

17
<table>
<thead>
<tr>
<th>Year(s) of Service</th>
<th>Vacation Days Earned in One Year by a Full-Time Employee</th>
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<tr>
<td>0-3rd</td>
<td>12</td>
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<tr>
<td>3rd-6th</td>
<td>15</td>
</tr>
<tr>
<td>6th-9th</td>
<td>18</td>
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<tr>
<td>9th-14th</td>
<td>21</td>
</tr>
<tr>
<td>14th or more</td>
<td>25</td>
</tr>
</tbody>
</table>

Part-time employees covered by this Agreement will earn vacation at the same percentage as their appointment (exclusive of overtime).

Vacation will be paid to such an employee at the employee's hourly wage rate for the employee's regularly scheduled hours of work, exclusive of any overtime or any other premium. Employees who choose to exercise their seniority to bump to a lower paid position only during a seasonal layoff (layoff due to academic break) will have vacation paid at the employee's regular hourly rate of pay and not at the rate of pay for the lower position.

**Section 3. Maximum Accrual**

Employees cannot continue to accrue vacation if they have credited to their account the amount of vacation they could accrue in a two (2) year period at their current rate of accrual. Vacation balances will be reviewed on June 30 of each year to ensure that employees do not exceed this limitation, and excess credits are cancelled. Vacation balances will be reviewed on June 30 of each year beginning with June 30, 1996.
Section 4. Interrupted Service

Time during which an employee is receiving income benefits under the Illinois Worker's Compensation or Occupational Diseases laws will be treated as in pay status time for computation of service years but vacation leave will not be earned during such a time.

Time during which an employee is receiving disability income benefits under the State Universities Retirement System, including any gap in benefit payments between the expiration of institutional benefits and the commencement of benefits available under the Retirement System, will be treated as in pay status for computation of service years but vacation leave will not be earned during such time.

Section 5. Disposition of Accrued Vacation Upon Death, Resignation, or Retirement

In the event of resignation, retirement, or death of an employee, accrued vacation leave shall be paid in accordance with applicable University guidelines and the State Finance Act, 127 Ill. Rev. Stat. 137 et seq., as amended from time to time. Thus, upon retirement or resignation of an employee, the employee's accrued vacation, overtime and sick leave shall be payable to the employee in a single lump sum payment. However, if the employee returns to employment in any capacity with the University within 30 days of the employee's termination of the employee's previous University employment, the employee must, as a condition of the employee's new employment, repay the lump sum within 30 days after the employee's new University employment commences. Maximum lump sum vacation payments are limited to the amount accruable in a two (2) year period at the employee's rate of accrual at separation. When resignation is for the purpose of accepting a faculty or administrative/professional appointment, accrued vacation will be carried forward automatically.

Section 6: Use of Vacation During Seasonal Layoff

Employees may elect to use accumulated vacation during the beginning of the seasonal layoff period (layoff due to academic break).
ARTICLE XI

SICK LEAVE

Section 1. Amount of Sick Leave

Full-time employees covered by this Agreement will accumulate paid sick leave without limit at the rate of .0462 hours for each hour exclusive of overtime, the employee is in pay status, or approximately 12 days per year for employees who work 1958 hours (exclusive of overtime). Part-time employees covered by this Agreement will earn sick leave at the same percentage as their appointment (exclusive of overtime). The amount of sick leave accumulated at the time any illness begins will be available in full, and sick leave will continue to accrue while employees are using the sick leave credits which were available at the beginning of the approved sick leave. There shall be no limit in the amount of sick leave which may be accumulated.

Section 2. Compensation and Usage

Sick leave compensation shall be at the normal rate of pay. Employees may use their sick leave for personal medical and dental appointments and for illness or injury of themselves, their spouses, children, same sex domestic partner (as recognized by the State of Illinois), civil union partner, parents, step-parent, brothers, sisters, grandparents, grandchildren and corresponding in-laws living within their household. Sick leave may be used for emergency illnesses and injuries for family members other than those in the households of employees when approved under a FMLA leave. Beginning January 1, 1998, sick leave used by an employee shall be charged against his or her accumulated sick leave in the following order: first, sick leave accumulated before January 1, 1984; then sick leave accumulated on or after January 1, 1998; and finally, sick leave on or after January 1, 1984 but before January 1, 1998.

Section 3. Misuse

Employees who misuse sick leave are subject to disciplinary action up to and including suspension and discharge. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment has been approved by the University.

Section 4. Documentation of Sick Leave

The University reserves the right to require acceptable evidence of illness, injury, or disability before allowing any sick leave benefits. Employees shall immediately notify their supervisor of absences and their expected length. Employees shall submit a physician's statement or other administratively acceptable evidence of illness, before returning to work from sick leave for illness-related absences of three (3) or more work days.

Whenever you are sick, all employees are to contact their designated supervisor at their office phone number at least one hour prior to the start of their shift, of their absence if the employee is going to be sick and unable to be at work. Leave a message on their voice mail if they are not available. Exceptions are: (1) Midnight crew are to contact the designated supervisor at his home phone number if calling off after 3:30 p.m.; (2) All weekend employees will call (618) 650-3029 and leave a voicemail message if no answer. One call is sufficient for that day of call-off.
Section 5. Application of Sick Leave

Sick leave benefits will apply only to employees' regular work schedule.

Section 6. Sick Leave Payout

In the event of death, resignation, retirement, or other termination of employment of an employee, accrued sick leave will be paid in accordance with applicable University guidelines and the State Finance Act, Ch. 127 Ill. Rev. Stat. 137 et seq., as amended from time to time. Thus, upon the retirement or resignation of an employee, the employee's accrued sick leave, vacation and overtime shall be payable to the employee in a single lump sum payment. Accrued sick leave shall be computed by multiplying ½ of the number of days of accumulated sick leave by the daily rate of compensation applicable to the employee at the time of death, retirement, or resignation. The payment for accrued sick leave shall be for sick leave days earned on or after January 1, 1984 and before January 1, 1998. Sick leave accumulated on or after January 1, 1998 is not compensable under this Section at the time of the employee's death, retirement, resignation, or other termination of service, but may be used to establish retirement system service credit as provided in the Illinois Pension Code. However, if the employee returns to employment in any capacity with the University within 30 days of the termination of the employee's previous University employment, the employee must, as a condition of the employee's new University employment, repay the lump sum amount within 30 days after the employee's new University employment commences.

Section 7. Extended Illness

Eligible employees under this Section shall be those employees covered by this Agreement who are in active pay status and have successfully completed a probationary period in a civil service class. Employees on leave of absence shall become eligible for this benefit upon their return from leave, if they meet the above requirements. Eligible employees shall be entitled to an annual extended illness leave, with pay, for documented major medical problems. The extended illness leave may be used for personal illness of the employee or immediate family members.

The extended illness leave shall be available for use on the eight (8th) consecutive work day of required absence due to such illness and shall be limited to twenty (20) non-accruable work days in a twelve (12) month period beginning on July 1 of each year and extending through June 30 of the following year. Employees shall use their accumulated sick leave during the seven (7) work days of absence immediately preceding and following the extended illness leave. Employees who have no accumulated sick leave may use accumulated vacation or be counted absent without pay during the time preceding and following the extended illness leave.

Should any other extended illness requiring more than seven (7) work days of absence occur within the stated twelve (12) month period, the employees shall be entitled to use any unused portion of the extended illness leave on the seventh (7th) work day of consecutive absence. When a leave of absence extends through more than one fiscal year, such leave will not be interrupted for the purpose of paying the extended illness benefit for the subsequent fiscal year.

An employee who applies for Extended Illness benefits will be allowed to utilize extended
illness benefits during a layoff period if they apply and receive permission for the use of extended illness prior to their last scheduled work day to the Director of Human Resources.
ARTICLE XII
BEREAVEMENT LEAVE

Section 1. Amount of Bereavement Leave

A leave of up to four (4) work days with pay will be granted for employees covered by this Agreement to attend the funeral and/or bereavement of a member of the immediate family or household. Said leave will be taken at the time of death and must be used consecutively. For purposes of funeral leave/bereavement leave, the immediate family is defined as spouse, child, parent, brother, sister, grandparent, grandchild, and corresponding in-laws. Household is defined as anyone maintaining a family relationship living in the employees' homes. Approval will be granted for leave with pay of one (1) work day to attend the funeral of a relative other than those listed above. Relationships existing due to marriage will terminate upon the divorce of the relative through whom the marriage relationship ends.

The University shall have the right to request evidence to support any leave under this Article.

Employees who suffer the loss of a child are eligible for up to two weeks of bereavement leave. This leave may be paid or unpaid depending on the employee's available sick and vacation balances. Employees who suffer the loss of two or more children in one year are entitled to up to six weeks of bereavement leave. This leave may be paid or unpaid depending on the employee's available sick and vacation balances.

Section 2. Special Circumstances

Leave beyond these amounts may be approved under special circumstances but shall be charged against accrued sick leave or vacation, as appropriate, by the supervisor. In the event the employee is without sufficient accrued leave time, a leave of absence without pay may be granted.
ARTICLE XIII

EXCUSED ABSENCES

Section 1. Jury Duty or Subpoenaed Witness Service

Employees covered by this Agreement who are called for jury duty or subpoenaed by any legislative, judicial, or administrative tribunal, will be allowed time away from work with pay for such purposes provided such service is not required for appearing as (1) a plaintiff, complainant, defendant or respondent in a non-job related proceeding involving such employee; (2) an expert witness when the employee is compensated for such appearance; (3) a plaintiff or complainant in a proceeding in which the Board or any employer representative is a defendant or respondent. No reduction in the amount of the employee's regular pay shall be made for an employee who has been granted a leave of absence for jury duty or witness service. In granting a leave of absence for jury duty, consideration will be given to the hours which the employee may be required to return to work for a portion of the employee's work shift when the employee is not required in any jury attendance. Employees shall present a copy of the appropriate notice to appear to their immediate supervisor at least three (3) working days prior to the date the employee is to be absent from work. Upon returning to work, employees shall present appropriate documentation of their appearance.

Section 2. Participation in a University Sponsored or Recognized Activity

Excused absences with appropriate prior notification and approval of the department supervisor will be granted with pay when attendance is required to participate as a member of a University sponsored or recognized activity.

Section 3. Military Obligations

The University will comply with the Military Leave of Absence Act, 129 Ill. Rev. Stat. 500 et seq., as amended from time to time. Thus, an employee who is a member of any reserve component of the United States Armed Forces or for any reserve component of the Illinois State Militia, shall be granted leave for any period actively spent in such military service, including:

1. basic training;
2. special or advanced training, whether or not within the State, and whether or not voluntary; and
3. annual training.

During such leaves, the employee's seniority and other benefits shall continue to accrue.

During leaves for annual training, the employee shall continue to receive his or her regular compensation. During leaves for basic training and up to 60 calendar days of special or advanced training, if such employee's compensation for military activities is less than his or her compensation as an employee, he or she shall receive his or her regular compensation as an employee minus the amount of his or her base pay for military activities. The deduction of military pay from the salary of an employee be reflected in the first payroll prepared after verification of the amount of the employee's military pay.
An employee serving as a member of the National Guard (or other State military components) who is called to temporary active duty in case of civil disturbance or natural disaster declared to be an emergency by the Governor may receive a combined wage from the University and the military, equal to, but not exceeding the employee's straight time daily rate for work days absent. If the daily rate received for temporary active duty exceeds the daily rate of the employee from the University, the employee may elect to accept the higher rate in which case the employee shall receive no compensation from the University, as the case may be. The amount of compensation received for temporary active duty shall be reported to the University within thirty (30) days after release from temporary active duty. Appropriate adjustment to offset the amount received shall be made on the next regular payroll or as soon as practical thereafter. Time used for temporary active duty shall not be deducted from the time allowed for regular military training periods in accordance with this section.

Section 4. Pre-Induction Physical Exams

An employee who has been drafted for military service, upon prior request to the employee's supervisor, will be excused without loss of pay to report for a pre-induction physical.

Section 5. Military Service

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

Section 6. Medical Leave

A leave of absence without pay may be granted to any status employees for medical reasons, when justified by their state of health and recommended by their physicians. Employees must return to employment when released by their attending physician in order to retain employment status. Medical leave may begin only after all accumulated sick leave has been used for injury or illness not arising out of and in the course of employment. The University reserves the right to require medical documentation.

Section 7. Family and Medical Leave Act

Employees will be covered by the Family and Medical Leave Act subject to the University policies and rules pertaining thereto.

Section 8. General Elections

Employees will be excused, without pay, to vote in a general election not exceeding two (2) hours provided the employees are scheduled to work more than four (4) hours during the hours the polls are open.
Section 9. Mutual Benefit Leave

A request for leave of absence without pay for reasons other than medical, which represents a proposal of mutual benefit to the employee and the University, may be approved with the concurrence of the departmental executive officer and the Director, Human Resources.

Section 10. Civil Service and Health Service Exams

Status employees may be excused with pay, upon prior request to their supervisors, to take a civil service examination. Such request should be made at least five (5) work days prior to the scheduled date of the test.

Section 11. Insurance Premiums and Retirement System Contributions

In accordance with the Illinois State Employees Group Insurance Act of 1971, 127 Ill. Rev. Stat. 521 et seq., as amended from time to time, an employee on leave of absence without pay may continue coverage under University sponsored insurance plans. If the employee is on leave of absence without pay, it will be necessary for the employee to arrange for premium payments during the period of the leave at the Office of Human Resources. If the individual is on leave of absence with pay, the insurance premiums will continue to be deducted from the employee's pay.

In accordance with the Illinois Pension Code, Chapter 108½, Ill. Rev. Stat. 1-101 et seq., as amended from time to time an employee on leave of absence without pay (except while under worker's compensation for injury) must make contributions to the State Universities Retirement System in order to continue eligibility for additional death and disability benefits and to earn credit toward the retirement annuity. An employee wishing to make such contributions must file an Election to Make Contributions on the State Universities Retirement System form available from the Office of Human Resources or from the State Universities Retirement System Office. The form must be received by the Retirement System within thirty (30) days following the beginning date of leave without pay.
ARTICLE XIV

HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1. Coverage

The University will assist the Department of Central Management Services in the administration of health and life insurance provided in accordance with the Illinois State Employees Group Insurance Act of 1971, 127 Ill. Rev. Stat. 521 et seq., as amended from time to time. The parties agree to accept the terms and conditions of life and health benefits including costs to unit employees required for participation in the plan negotiated by Union and the Department of Central Management Services plan.

Section 2. Retirement, Death, and Disability Benefits

Retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois Pension Code, 108 ½ Ill. Rev. Stat. 1-101 et seq., as amended from time to time.

Section 3. Worker's Compensation

Statutory benefits under worker's compensation shall be provided to all eligible employees covered by this Agreement in accordance with the Worker's Compensation Act, 48 Ill. Rev. Stat. 138.1 et seq., as amended from time to time.

Section 4. Related Optional Benefits

Related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees, shall be available to eligible employees covered by this Agreement in accordance with applicable University policies and guidelines.
ARTICLE XV

TRAINING AND EDUCATIONAL ASSISTANCE

Section 1. Limitations

Employee training programs are available to employees covered by this Agreement to assist in the performance of present assignments and to aid in obtaining training for promotion and mobility opportunities.

If the initial date of employment is on or before the first day of classes for the given semester session, tuition will be waived by the University to employees who meet the academic requirements of the University and enroll in courses up to the following maximums in that semester; provided the employee maintains Good Standing in the University.

Full-Time Employee: Part-Time Employee:
Maximum of nine (9) semester hours. Maximum hour proportionate to percent of the appointment.

These maximums are employee benefit limitations and do not apply to enrollment in training programs directly related to work performed as approved by departmental officers and the Director, Human Resources. Employees must be employed for the complete duration of the semester session to be eligible for the tuition waiver. Certain fees may be waived.

Section 2. Taking Classes During Work Hours

With the approval of the appropriate supervisor, permanent, full-time employees who meet the academic requirements of the University may register for up to nine (9) semester hours, of which no more than one (1) course of no more than six (6) semester hours of credit may be taken during the basic work hours, and providing the course is available only during such hours. It is understood that the appropriate supervisor will approve such requests to register for classes during work hours; provided the employee's absence does not substantially interfere with the University's operations or encumber other employees. Time lost in taking a course shall be made up at some mutually agreeable time between the employees and their supervisors, or charged against the employees' accumulated vacation time. Permanent part-time employees may take courses, tuition free, at the same percentage as their appointment. When it is in the best interest of the University, the Director, Human Resources may require or authorize employees to take a course(s) during work hours without loss of pay and without making up the time spent in class.

Section 3. Excess of the Tuition and Fee Waiver Maximum Benefits

Should employees desire to take courses/credit hours in excess of the benefits granted in Section 2, above, they will be required to pay tuition and all applicable fees for those courses/hours which are in excess of the tuition and fee waiver maximum benefits. No charge will be made when the excess over the maximum consists of a course(s) which employees have been requested or directed to take by the appropriate supervisor and the Director, Human Resources.
Section 4. Enrollment in Classes Without Tuition and Fee Waiver

Employees who plan to enroll in courses and who will not be seeking tuition and fee waiver under this benefit are not required to complete a "Request to Enroll in University Classes" form, but the limitation of six (6) semester hours during regularly scheduled work as set forth in Section 2, above, applies to such employees.

Section 5. Benefit During Layoff

Permanent/status employees who meet the academic requirement of the University and are laid off, for a period of one year from the date of layoff, shall be entitled to enroll in credit courses offered at the Edwardsville campus without payment of tuition. Such employees shall be required to pay the usual and applicable fees.

Section 6. Benefits Upon Retirement

Employees of the University who retire under the provisions of the State Universities Retirement System and meet the academic requirements of the University shall be entitled to enroll in credit courses offered at the Edwardsville campus without payment of tuition. Such persons shall be required to pay the usual and applicable fees.

Section 7. Partial Tuition Waiver for Children of Employees

a. The University will provide partial tuition waivers for children of employees in accordance with the Southern Illinois University Management Act, 144 Ill. Rev. Stat. 658f, and rules and regulations prescribed by the Board of Trustees as amended from time to time. Thus, each year the University shall offer fifty percent (50%) tuition waivers for undergraduate education to the children of employees who have been employed by the University for at least seven (7) years. To be eligible to receive a partial tuition waiver, the child of an employee:

1. Must be under the age of 25 at the commencement of the academic year during which the partial tuition waiver is to be effective, and

2. Must qualify for admission to the University under the same admissions requirements, standards and policies which the University applies to applicants for admission generally to its respective undergraduate colleges and programs.

b. Subject to the provisions and limitations of subsection a., an eligible applicant who has continued to maintain satisfactory academic progress toward graduation may have his or her partial tuition waiver renewed until he or she has expended four (4) years of undergraduate partial tuition under this Section.
ARTICLE XVI

MEDICAL EXAMINATIONS

The University reserves the right to refer employees for medical examination to determine their physical or mental fitness to carry out their duties and to maintain minimum health standards. Employees will be in full pay status during all such examinations, which will be conducted at the University's expense.
ARTICLE XVII
PROMOTIONAL/CAREER OPPORTUNITIES

Section 1. Promotional Lines

The State Universities Civil Service System has established the following promotional lines:

Promotional Line #1
Food Sanitation Laborer
Food Service Stores Laborer
Dishroom Supervisor

Promotional Line #2
Culinary Worker I
Culinary Worker II (Kitchen Helper, Cook's Helper)
Culinary Worker III
Culinary Worker IV (Second Cook, First Cook, Baker III)
Culinary Worker V (Head Cook, Baker V)

Promotional Line #3
Laundry Worker I
Laundry Worker II

Separate Classes Not In Promotional Lines
Food Service Area Supervisor
Food Service Cashier
Snack Bar Attendant

Section 2. Job Audit Procedures

Employees may request that the Office of Human Resources conduct a job audit. A position audit should be requested through a memo sent to the supervisor of the incumbent. The memo should be accompanied by the current PDQ with the current title, any changes to the duties and responsibilities to the position, and signed by the incumbent, supervisor, director/dean and appropriate Vice Chancellor. It is then forwarded to the Office of Human Resources. Upon receipt of the documents, an employee of the Office of Human Resources will contact the supervisor and schedule an appointment to conduct the audit.
The results of the job audit shall be communicated in writing no later than thirty (30) days from the date the request was received in the Office of Human Resources unless adequate justification for the delay is provided. If the audit substantiates that an employee has been performing the duties of a higher level classification, the effective date for the reclassification will be the date the audit was requested (full documentation including an updated and signed PDQ is received in Human Resources) or the date the exam was passed, whichever is later.

If an employee is audited and their position is reclassified into a higher level that individual will receive the starting rate of that classification plus their applicable longevity or a five percent (5%) increase to their current salary (their current salary would already include their longevity), whichever is greater.

Employees who meet the minimum qualifications are eligible to be admitted to any examination and upon passing that examination will be placed on the register to be considered for any promotions or transfers. Attendance will be considered for job openings.

Section 3. Posting of Open Positions

Job openings shall be posted by the University for ten (10) work days on the Dining Services bulletin board.

Section 4. Career Opportunities

The Director of Dining Services agrees to discuss career opportunities on an individual basis with the Union and to give a written reply to said employee and Union upon request.

If a senior employee is considered for promotion from the register and not selected, he/she will be told why they were not promoted.
ARTICLE XVIII

MISCELLANEOUS BENEFITS

Section 1. Meal Allowance

A total food and beverage allowance of up to $8.75 will be granted to each employee in each seven and one-half (7½) hour shift. Employees are also permitted unlimited fountain drinks to be consumed on University property. An additional $2.00 will be granted to each employee who works overtime more than two (2) hours beyond the end of his/her shift. An additional food and beverage allowance of $2.00 will also be provided to each employee who works overtime more than six (6) hours beyond the end of his/her shift. These meals must be consumed by the employee on the premises.

Unless otherwise stated, there are no other discount programs for bargaining unit employees unless offered to all University employees.

Section 2. Uniforms

The uniform type and style as designated by the University is the shirt which is pertinent to their area of assignment, cap, hairnet or visor and pants that are tan, or black or dark denim with no stains, rips, tears or fraying. Each employee would have the option to have management provide them with up to 5 pair of black khaki type of pants. Each employee will report to work dressed in a presentable manner, as judged by the Head of Dining Services, before clocking in to work and clocking out at the end of shift, in uniform. Each employee is required to wear nametags while on duty.

Bargaining unit employees will be allowed to wear their Union apparel (supplied by the Union) or any SIUE apparel every Friday. This apparel includes jeans, polo shirt/t-shirt and/or visor/baseball cap and/or Union button. In branded franchises that include a contractual agreement of using only their authorized uniform apparel, employees will be allowed to wear a Union button. No such apparel shall be of an indecent, suggestive, provocative, or obscene character nor will it be political, partisan, or defamatory. The Director of Dining Services shall resolve any issue related to this provision.

Section 3. Rest Periods

Employees will receive a fifteen (15) minute break each 3.75 hours of work. Employees shall be required to clock-in and out for all breaks.

Section 4. Cell Phones

Employees may use personal cell phones for the purpose of receiving emergency calls and calls from children reporting in. Emergency calls and calls from children will be returned via a designated kitchen phone and call out code. Employees who are found to be using personal cell phones during working hours for purposes other than those described herein will be disciplined. The Director of Dining Services shall resolve any issue related to this provision.
Section 5. Cash Drawers

Bargaining unit members will not be required to share cash drawers, except in unusual circumstances.
ARTICLE XIX

SENIORITY

Section 1. Definition

Seniority pertains to length of service in a civil service class. Seniority will be accrued and applied as provided under the State Universities Civil Service System statute and rules.

Section 2. Layoffs

Layoffs and returns from layoff shall be based upon seniority under the State Universities Civil Service System statute and rules.

The summer layoff list will be posted one month in advance of the scheduled layoff. If the summer layoff list cannot be posted within the one-month timeframe, the University agrees to meet with the Union to discuss the reasons for the delay.

Anyone who wishes to take voluntary layoff for the summer for the period of May (the Monday following graduation) through the end of summer term (August break weeks, excluding move in week) needs to have their request turned in by the last day in February. There may be several eligible date ranges available to select and these will be posted by February 1st. If February 1st falls on a weekend, the eligible dates will be posted on the preceding Friday. If the dates are unable to be posted within this time frame, the University agrees to meet with the Union to discuss the reasons for the delay.

If you go on a period of layoff after a period of working, you may request not to be called back once placed on layoff.

Section 3. Shift Assignment and Annual Bidding

The determination of shifts and the number of employees assigned to each shift shall be determined by the University in accordance with its operational needs.

Beginning on the last Monday in April, and thereafter, once each year, each position and its work schedule shall be posted for bid. Bidding will take place on the Friday following the posting. Employees or Union officials may sign the bid sheets. Employees who are on an active performance improvement plan or have been issued written reprimand in the previous 12 months will be eligible for consideration for another position 12 months from the date of a successfully completed performance improvement plan or 12 months from the date of the written reprimand.

Employees who fail to bid shall be assigned by Management. Each position shall be awarded to the senior qualified bidder. Seniority shall be determined by time in classification. Employees will not be eligible to bid on any other openings until the following year when each position shall be bid again. Any position openings which occur after the yearly bid process has taken place shall be filled solely by Management.

The University retains the right to decide whether a position vacancy will be posted and, if posted, whether the vacancy should be filled. It is further understood that work schedules may be
changed to meet operational needs but that they will not be changed in an arbitrary or capricious manner.

Section 4: Vacancy Bidding

If there is a vacancy in Dining Services which the University has decided to fill, the position, location, and shift of the vacancy shall be posted for three (3) week days on the Dining Services Announcement Board. Employees in Dining Services may bid on a posted vacancy in their current classification (1) at a different location, or (2) on a different shift at the same location, as long as they are off of probation. Employees may only bid a maximum of one (1) time in any twelve (12) month period, except for the Annual April bid. The eligible senior bidder for a posted vacancy in the same classification shall be assigned to the position within two (2) weeks. Once this vacancy is filled, the vacancy thereby created will be posted for two (2) week days on the Dining Services Announcement Board, following the same guidelines set for the first round of vacancy bid. A shop steward shall be notified prior to posting. However, once this vacancy is filled, the vacancy thereby created shall not be posted for bid, but rather may be filled by the University from the civil service register.

Eligible part time employees may bid on vacant part time positions within their classification, and eligible full-time employees may bid on vacant full time positions within their classification. If eligible employees wish to be considered for a position that is within their classification but at a different full time or part time status they must proceed through the interview process to be considered for the position. Eligible employees that wish to be considered for a different status position (full-time/part-time) must notify Dining’s Administrative Aide, before the public HR posting has ended, to have their names added to that position’s applicant pool.

Successfully bidding on and obtaining a specific position will not lock an employee into that position. The University retains the right to assign temporarily an employee to fill a vacancy. Temporary assignments will be determined by the Department Director or his/her designee based on work requirements and workload.

Employees who are on an active performance improvement plan or have been issued written reprimand in the previous 12 months will be eligible for consideration for another position 12 months from the date of a successfully completed performance improvement plan or 12 months from the date of the written reprimand.
ARTICLE XX

HOURS OF WORK AND OVERTIME

Section 1. Hours of Work

The workweek shall be from 12:00 a.m. Monday through 12:00 midnight Sunday. Each work shift shall be not more than seven and one-half (7½) consecutive work hours, unless by mutual agreement between the employee and the University under the variable workweek (see Article XX, Section 2G).

The normal work week schedule shall be five (5) consecutive days insofar as practicable.

Employees will be assigned to shifts on the basis of seniority in classification.

Employees will not be scheduled to work more than seven (7) days in a row except by mutual agreement.

Employee work schedules will not be changed for required training programs. Time spent in training shall be paid according to Section 2 B below.

It is understood that because of the unusual nature of the University's business the operation shall be on a seven (7) day work week basis. It is further understood that the University shall have the right to establish various shifts, whether it be day or night, Saturday, Sunday, etc., in order to cover all phases of its business.

Section 2. Overtime

This Article deals with instances in which overtime is necessary. It is understood that there is no right to overtime.

A. The accumulation of overtime in any work week shall be computed in accordance with the Wage and Hour Provisions of the Fair Labor Standards Act.

B. Employees will be compensated for overtime in the same or following pay period at the rate of time and one-half for hours in pay status in excess of seven and one-half (7½) hours in any one day and thirty-seven and one-half (37 ½) hours per week.

C. An employee, after working a normal five (5) day thirty-seven and one-half (37½) hour work week, who is requested to work the sixth day at time and one-half pay, shall be paid double time for all hours over seven and one-half (7½) on the sixth day, if the preceding provisions are met.

D. Pay for overtime hours worked during the regular work week or on a holiday shall not be duplicated, pyramided, or counted again for the purpose of computing overtime pay.
E. Overtime shall be divided and offered as equally and impartially as possible among all eligible employees. It is understood that no employee is relieved from his/her obligation to work overtime if the operation requires it.

F. Employees will not have their regular work hours reduced to avoid payment of overtime.

G. A variable workweek such as four (4) shifts would be exempt from premium pay after seven and one-half (7½) hours. Employees who work after thirty-seven and one-half (37½) hours shall be compensated at the overtime rate of one and one-half (1½) times the regular straight rate.

H. Employees that are scheduled to work weekends on an overtime basis will receive a minimum of four (4) hours pay, or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rate.

I. Any employee who is offered work will be advised of the position and classification of the work being offered to them. Any employee who agrees to work in a higher classification than their normal classification shall receive the pay for that higher classification.

Prior to any upgrade, it is the responsibility of the employee to ensure that they are eligible for said upgrade by successfully completing and passing the appropriate civil service examination. Employees who do not successfully pass the examination will not be eligible for an upgrade.

Section 3. Call-Back

A. Call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time-not-worked requested for the employee's convenience does not break the continuance of the shift referred to in the preceding sentence. When an employee has been called on three different occasions for three different job opportunities with no response, the employee will forfeit all further call-back rights for the remainder of the layoff period. If an employee does not wish to receive a call-back notice, he/she must provide a written statement to the Director, Dining Services at the time they are notified of the layoff period.

B. An employee who has completed his/her regularly scheduled shift and has left the premises and is "called-back" by the University will receive a minimum of four (4) hours pay, or be paid for actual time worked, whichever is greater, at the applicable overtime or premium rate.

Section 4. Percentage of Work Performed by Bargaining Unit

During the Agreement the percentage of work performed by the bargaining unit will not be materially altered by student workers, i.e., student workers will not be engaged beyond current proportions. In the event of forced reduction, the percentage of work performed by either group within a work area will remain appreciably the same. The University agrees that prior to the distribution to employees of seasonal layoff notices, members of the Management staff will meet
with Union representatives to explain the plan for the layoffs and the proposals for the use of student workers during that time period. This action will allow the Union an opportunity to review the plan and discuss options with Management.

Section 5. Shift Changes

Final weekly schedules showing days to be worked in the week, along with the starting and stopping time of each shift, shall be posted by 2pm Wednesday of the preceding week on bulletin boards provided for this purpose and all employees so affected shall be notified. Any change in the posted schedule will be discussed with the affected employee(s) and the Union steward; however, Management will retain the right to reschedule when dictated by business needs.

Section 6. Inclement Weather Closures

It is agreed by the parties that included in these rates is adequate compensation for periods when the University is closed and that additional compensating time off for such periods does not apply to the classes covered by this Agreement.

Dining Service staff are considered essential employees and are expected to work during inclement weather. This means that while classes may be cancelled, we are required to work the Center Court and Union Station, during the mandated hours. It should be realized that some employees will work a different shift schedule but their normal. An employee must get approval to work on a snow day from their administrator when not normally scheduled to work that day.

It is further understood that for periods when the University is closed, all employees covered by this Agreement who are scheduled to work and fail to report for work will not be paid for their absence. However, for those who are working or who report to work, and work, during the closure or delayed start, they shall be paid at the rate of two (2) times their regular rate of pay for their entire shift regardless of the time the closure is declared.

This only applies to shifts which overlap with the hours of an inclement weather closure or delayed opening.

Section 7. Emergency Time Off

In the event of a temporary emergency, a decision will be made on a case by case basis, whether certain departments will be required to continue operations regardless of the closure. Employees who are required to work will receive their regular pay for time worked. Employees who are scheduled to work but who are unable to work due to the temporary emergency will report the time as "authorized time off with pay." Employees who already requested absence from scheduled duty and were approved, prior to the temporary emergency, will receive straight time wages and the absence will be charged to the appropriate absence accrual.
ARTICLE XXI

WAGES

Section 1. Method of Establishment of Wages

Wages specified herein have been arrived at by negotiations between the parties being guided by this Agreement.

Section 2. Effective Date of Wages

The wage rates set forth in Section 2 of this Article shall be effective at 12:01 a.m., September 1, 2019.

All wages stipulated in this Agreement will remain in effect until the close of business August 31, 2022. Effective September 1, 2019, base wages for employees in classifications covered by this Agreement will be adjusted across-the-board by the same percentage received by non-represented staff of 2.75%. Effective September 1, 2020, base wages for employees in classifications covered by this Agreement will be adjusted 2.75% or the same percentage received by non-represented staff, whichever is greater. Effective September 1, 2021 base wages for employees in classifications covered by this Agreement will be adjusted 2.0% or the same percentage received by non-represented staff, whichever is greater.

Some employees whose base wage still falls under the starting rate of their position, will receive the appropriate equity adjustment to bring their salary to the current starting salary minimum.

<table>
<thead>
<tr>
<th>Starting Rate</th>
<th>FY20</th>
<th>FY21</th>
<th>FY22</th>
</tr>
</thead>
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<tr>
<td>Snack Bar Attendant</td>
<td>$11.00</td>
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<td>$13.00</td>
</tr>
<tr>
<td>Laundry Worker I</td>
<td>$11.00</td>
<td>$12.00</td>
<td>$13.00</td>
</tr>
<tr>
<td>Laundry Worker II</td>
<td>$12.00</td>
<td>$13.00</td>
<td>$14.00</td>
</tr>
<tr>
<td>Food Service Employee I</td>
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<td>$14.00</td>
<td>$15.00</td>
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<tr>
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<tr>
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<td></td>
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</tr>
<tr>
<td>Food Service Employee II</td>
<td>$13.25</td>
<td>$14.25</td>
<td>$15.25</td>
</tr>
<tr>
<td>Food Service Cashier</td>
<td></td>
<td></td>
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<td>Culinary Worker II</td>
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<td></td>
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<tr>
<td>Food Service Employee III</td>
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<td>Culinary Worker III</td>
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<tr>
<td>Position</td>
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<td>Rate 2</td>
<td>Rate 3</td>
</tr>
<tr>
<td>----------------------------------</td>
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<tr>
<td>Food Service Employee IV</td>
<td>$15.00</td>
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<td>Dishroom Supervisor</td>
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<td>Food Service Employee VI</td>
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<td>$18.00</td>
</tr>
<tr>
<td>Culinary Worker V</td>
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<td></td>
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</tr>
</tbody>
</table>

Employees with 3 years or more of service will receive an additional $.25 per hour to their base; employees with 5 or more years of service will receive an additional $.35 per hour to their base; employees with 10 or more years of service will receive an additional $.40 per hour to their base; employees with 15 or more years of service will receive an additional $.45 per hour to their base; and employees with 20 or more years of service will receive an additional $.50 per hour to their base.

**Section 3. Temporary Upgrading**

Whenever an employee works in a position on a temporary basis, he/she shall be paid the rate of pay for that position providing it is a higher rate of pay than his/her regular rate. If, in the opinion of management, temporary upgrading cannot be made on the basis of experience, training, ability, and dependability, management will temporarily upgrade according to seniority and in accordance with the State Universities Civil Service System statute and rules. Management reserves the right to cross-train employees in another classification on a temporary basis.

Any employee who is offered work will be advised of the position and classification of the work being offered to them. Any employee who agrees to work in a higher classification than their normal classification shall receive pay for that higher classification.

Prior to any upgrade, it is the responsibility of the employee to ensure that they are eligible for said upgrade by successfully completing and passing the appropriate civil service examination. Employees who do not successfully pass the examination will not be eligible for an upgrade.

**Section 4. Electronic Fund Transfer (EFT)**

Within sixty (60) calendar days following the final approval of this Agreement by the University and the Union, all employees will designate a financial institution (e.g., a bank or credit union) that will accept electronic fund transfer of paychecks, for the purpose of having their paychecks electronically deposited and will notify the Offices of Human Resources of such
designation. It is understood, however, that the University may refuse EFT to employees for reasons including but not limited to repeated wage garnishments or offsets against their wages provided that such refusal shall not be arbitrary or capricious.

Section 5. Shift Differential

Those employees who work the 12:00 midnight to 8:00 a.m. shift shall receive, in addition to the applicable straight time rate of pay, a shift differential of fifty cents ($0.50) per hour for all hours of actual work. Midnight shift coverage remains the same for the four people presently on that shift.

Additionally, a $0.50 per hour differential will be paid for any hours worked within the time window of 9:00 p.m. to 6:00 a.m. for the other employees working during the late evening and early morning. For purposes of computing overtime compensation pursuant to Article XIX, Section 2, of this Agreement, any shift differential to which an employee is entitled shall be considered part of the straight time rate of pay.
ARTICLE XXII

LABOR MANAGEMENT MEETINGS

Section 1. Purpose

The Union and the University mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that they hold labor management meetings for the following purposes:

a. to discuss the implementation and general administration of this Agreement;
b. to share general information of interest to the parties;
c. to investigate, study, and discuss possible solutions to mutual problems affecting employee relations;
d. to discuss anticipated layoffs during slow periods, work force adjustment, safety, etc.

Labor management meetings will not be conducted for the purpose of discussing grievances or engaging in collective bargaining.

Section 2. Meeting Attendance

The labor management meetings shall be attended by one representative of the Union and two (2) bargaining unit employees; and the Director, Human Resources or his/her designee and one (1) other representative of the University. In the event that a representative of the Union cannot be available, one (1) bargaining unit employee who is a union steward may go forward with the meeting. It is recognized by the parties that a continuity of attendance is required. Attendance by the employee members during their regular work hours who give their superiors reasonable advance notice of their attendance at the meeting shall be without loss of pay, consistent with the University's operating needs.

Section 3. Meetings

Meetings shall be held on at least a quarterly basis. Meetings may be requested more frequently, in writing, at least five (5) days in advance of either party.
ARTICLE XXIII

HEALTH AND SAFETY

Section 1. Procedure

The University recognizes its responsibility to make all reasonable provisions for the health and safety of the unit employees, to assure and enforce compliance with federal and state laws, and to maintain sound operating practices which will result in safe working conditions.

The Union recognizes the responsibility of its members to obey reasonable safety rules and to follow safe work practices to insure employee safety, as well as that of fellow workers.

An employee shall immediately report any unsafe working conditions or practices to the immediate supervisor. If necessary, the matter shall be referred by the appropriate supervisor to the University Safety Officer. Safety matters shall not be subject to grievance or arbitration.

Section 2. Safety Committee

Recognizing the importance of an active program to promote health and safety in working conditions and practices, the University Dining Services and the Union shall designate one representative each to serve on a Safety Committee which will meet on a quarterly basis. A member of the University Emergency Management/Safety Office will also participate.

The duties of the Safety Committee shall include the following:

(a) Discuss safety in Dining Service operation.
(b) Review accidents and their cause and prevention.
(c) Make recommendations to the Director, Dining Services
ARTICLE XXIV

PARKING

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees established by the University.
ARTICLE XXV

TERM OF AGREEMENT

Section 1. Effective Date of Agreement

This Agreement shall become effective upon ratification and approval by the Union and University, and remain in effect through August 31, 2022. It shall automatically be continued thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the termination of its duration of a wish to modify or terminate it.

Section 2. Mutual Changes

During the term of this Agreement no change shall be made in the provisions of this Agreement unless mutually agreed to by the University and the Union.
FOR THE UNION:

NEGOTIATING COMMITTEE

LOCAL #73, SERVICE EMPLOYEES INTERNATIONAL UNION

BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY

J. Kevin Dorsey by
President Date

RECEIVED
JAN 29 2020
Office of Human Resources
SIDE LETTER

Southern Illinois University Edwardsville in an effort to provide job security and workplace harmony wishes to assure its Dining services employees that it intends to continue its longstanding relationship with them.

For the term September 1, 2019 until August 31, 2022, the University agrees that it will not engage in the outsourcing or privatization of its campus Dining services operation. This includes those facilities presently in existence and any new facilities that might be constructed at the University.

As enrollment and funding allow the University will endeavor to add to the number of people within the bargaining unit during this contract. During the academic breaks of Summer 2020/2021/2022, the University will maintain bargaining unit staffing at a percentage ratio of hours of available bargaining unit work at no less than 83% for bargaining unit employees and no more than 17% for student workers.

Additionally, it is presumed that persons holding the title of Food Service Administrator I will meet the Illinois Labor Relations Board's (IELRB) standards of supervisory work and the University agrees not to increase the number of Food Service Administrator I positions beyond the agreed staffing level of twelve (12).

Ricky Baldwin
SEIU Local 73

1/7/20

Beverly Bevineau
SIUE

1/9/20

RECEIVED

JAN 29 2020

Office of Human Resources