

AGREEMENT BETWEEN

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

And

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL #702

(Broadcasting Engineers)

August 1, 2022 through July 31, 2025

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ARTICLES OF AGREEMENT

These Articles of Agreement are made and entered into between the Board of Trustees of Southern Illinois University governing Southern Illinois University Edwardsville (hereinafter referred to as the "University") and the International Brotherhood of Electrical Workers, Local #702 (hereinafter referred to as the "Union").

This Agreement is authorized by the Illinois Educational Labor Relations Act, 48 Ill. Rev. Stat. 1701 et seq. and the State Universities Civil Service Act, 24½ Ill. Rev. Stat. 38b.01. et seq.

ARTICLE I
RECOGNITION

Section 1. Bargaining Representative and Classification Represented by Union

The University recognizes the Union as the bargaining representative for those employees in the State Universities Civil Service System classification of "Broadcasting Engineer" in all matters pertaining to wages, hours, and conditions of employment.

A classification title change will not remove employees from the bargaining unit as long as they are performing the same work. Any new civil service classification covering the same work will become a part of this Agreement.

- a) For the general duties of Broadcasting Engineer please refer to the individual employee's Position Description Questionnaire (PDQ)

It is recognized that engineering functions fall basically within the jurisdiction of engineering as opposed to production; however, the educational process may at times require that students and staff operate equipment over which engineers will normally exercise surveillance.

Section 2. No Union Discrimination

The University agrees that there shall be no discrimination against officers and members of the Union by reason of their membership in the Union or by reason of their representing employees in the bargaining unit.

Section 3. Notification of New Employees

The University will notify all new personnel hired for work in the classification covered by this Agreement that the Union is the authorized collective bargaining representative for said classification. The Union will be notified of new personnel hired for work in the covered classification.

ARTICLE II
UNION RIGHTS

Section 1. Dues Deduction and Union Security

During the life of this Agreement, the University agrees to deduct monthly membership dues in an amount established by the Union, proportionately each month from the wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the treasurer of the Union at an address furnished in writing to the University. Such written authorization shall continue until any member advises the University in writing of ~~his/her~~ **their** desire to discontinue membership and stop the deduction of dues.

Section 2. Activity During Working Hours

The Union shall have the right to appoint a steward on any job where workmen are employed under the terms of this Agreement. Such steward shall be allowed sufficient time to see that the provisions of this Agreement are observed on the job.

ARTICLE III

NON-DISCRIMINATION

In accordance with applicable laws, the University and the Union will not discriminate either directly or indirectly, nor will they permit any of their agents, members or representatives to discriminate illegally by reason of race, sex, color, creed, marital status, national origin, age, religion, disability, or veteran status. Complaints involving discrimination or sexual harassment shall be reported to the Office of Equal Opportunity Access & Title IX Coordination.

ARTICLE IV
RIGHTS OF UNIVERSITY

Section 1. Rights of Management

The Union recognizes the prerogatives 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 of authority which the Employer 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; to determine whether operations or services shall be made or purchased; and to determine the competence and qualifications of the employees.
- C. To determine the methods, means and number of personnel 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, except when to replace bargaining unit employees in the performance of their regularly assigned duties.
- F. To hire, promote, transfer, and layoff employees and to make promotions to supervisory positions.
- G. To suspend, demote, or discharge employees for 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 or improve operations or work practices, to terminate or modify existing positions, departments, operations or work practices, and to consolidate existing positions, departments or operations in accordance with the statute and rules of the State Universities Civil Service System.

- 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 this Agreement.

Section 2. 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 order of federal and state executive officers which have the force and effect of law, as such 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; and (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 V

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 twenty-four (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 for cause any or all employees who violate any of the provisions of this Article without recourse to the grievance or arbitration procedure, except the issue of whether the employee actually violated the provisions of this Article.

ARTICLE VI

GRIEVANCE PROCEDURE AND ARBITRATION

Section I. 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 dispute concerning the administration, application, or interpretation of this Agreement. Any grievance filed shall be on a form prescribed by the Employer and refer to the specific provision alleged to have been violated. It shall set forth the facts pertaining to the alleged violation. Any claims not conforming to the provisions of this definition shall be denied by the University as not constituting a grievance.

An employee allegation that a demotion, discharge or other disciplinary action was unfairly imposed is subject to the State Universities Civil Service System statute and rules. Reallocation, reclassifications, and disciplinary actions are subject to the review and action of the director of the State Universities Civil Service System. Demotions, discharges, reallocations, and reclassifications are not subject to this Grievance Procedure.

Alleged violations of Article III of this Agreement are subject to the review and action of the Office of Institutional Compliance, appropriate state and federal compliance agencies (e.g., Illinois Department of Human Rights, Equal Employment Opportunity Commission, Office of Civil Rights, Office of Federal Contract Compliance Programs) and state and federal courts as permitted by law. Such alleged violations shall not be subject to arbitration.

Section 3. Procedure

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 in Step I (below), the grievant may proceed to the formal steps (Steps 2 - 4). By mutual agreement, the parties may initiate a grievance at Step 3. 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 therefor, 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 therefor, the grievance shall be considered resolved upon the terms of the last response by the University. Employees required to attend meetings under Steps 1, 2, and 3 of this Article during their 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.

STEP 1. An employee and/or the appropriate Union representative shall discuss the alleged violation of the Agreement with the immediate supervisor and solicit an explanation or resolution. This must be done within ten (10) work days from the time the employee became aware of or had reason to be aware of the alleged violation. The immediate supervisor must respond to the employee within five (5) work days from the time the employee and supervisor meet to discuss the grievance.

STEP 2. If the matter is not resolved at Step 1 the employee and/or the appropriate Union representative may submit a written notice of the same grievance addressed in Step 1 to the head of the department within five (5) work days after the supervisor's response 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 head of the department shall review the grievance and render a decision in writing to the employee and the Union representative within ten (10) work days after receipt of the notice of grievance.

STEP 3. If the decision of the head of the department is not acceptable, the same grievance addressed in Steps 1 and 2 may be referred by the Union to the Provost and Vice Chancellor for Academic Affairs or designee within five (5) work 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 and the Union representative within ten (10) work days after said meeting.

STEP 4. If the decision of the Provost and Vice Chancellor for Academic Affairs 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) work 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 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 2. 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) work 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

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The work week shall begin at 12:00 a.m. Monday and end at midnight the following Sunday. Seven and one-half (7½) hours of work per day, exclusive of the lunch period, shall constitute a day's work.

Section 2. Overtime

Overtime shall be divided as equally and impartially as practical among qualified employees who normally perform this work during their regular work hours.

Wage rates for overtime will be one and one-half (1½) times the straight-time hourly rate. The overtime rate shall be paid for all hours worked in excess of seven and one-half (7½) straight-time hours in any twenty-four (24) hour period or thirty-seven and one-half (37½) straight-time hours in any work week. By voluntary mutual agreement between the University and the employee, payment for such overtime may be in the form of compensatory time off.

Unless specifically provided for in this Agreement, there shall be no duplication or pyramiding in computing premium pay and/or overtime pay and the same hours shall not be used twice in computing premium pay and/or overtime pay under any provisions of this Agreement.

Section 3. Overtime Lunch Allowance

A lunch allowance of \$8.50 will be furnished for employees working after ten (10) hours of work and an additional \$4.50 for every four (4) hours thereafter.

Section 4. Call-Back

Employees called back to work after having been released from their normal days' work shall be paid a minimum of four (4) hours at the applicable overtime rate.

Section 5. Travel Time

Employees shall be credited with all time spent traveling to and from assignments after reporting for work at their scheduled work location.

Section 6. Posting of Schedules

Schedules of work hours or work assignments shall be posted on the bulletin boards by noon Tuesday of the preceding week. In the event any schedule is changed after posting time, all hours worked outside of the posted schedule on the first shift of the new schedule shall be compensated for at the applicable overtime rate unless the change is made at the request of the employee.

Section 7. Preference of Schedules

In the event that more than one work schedule is needed to cover the necessary operation of the department, seniority will be used to determine which employee will work the preferred schedule. The senior employee will bid first in selecting the preferred schedule, and succeeding employees will choose from the remaining schedules until all schedules are filled.

ARTICLE VIII

WAGES

The wage rates for Broadcasting Engineer will be as follows:

Section 1. Method of Establishment of Wages

Wages specified herein have been established by negotiations between the parties.

Section 2. Effective Date

Wages stipulated in this Agreement shall become effective at 12:01 a.m. on August 1 of each year.

Section 3. Straight-Time Rate of Pay

Except as otherwise specified in this Agreement, Broadcasting Engineers shall be paid the straight-time hourly rate of ~~\$38.54~~ **\$42.55**. During the life of this Agreement the hourly base rate shall not be reduced. As compensation for additional duties and responsibilities, Broadcasting Engineers in the following positions will be paid the additional hourly amounts indicated below:

Foreman	\$ 1.25
Chief Operator	\$.90

General Hourly Wage Increase for FY 23: All employees shall receive a general hourly wage increase of 2.50 % on August 1, 2022. Or the base hourly wages of employees shall be adjusted by the same increment given to the unrepresented employees, whichever is greater.

General Hour Wage Increase for FY 24: All employees shall receive a general hourly wage increase of 2.50 % on August 1, 2023. Or the base hourly wages of employees shall be adjusted by the same increment given to the unrepresented employees, whichever is greater.

General Hour Wage Increase for FY 25: All employees shall receive a general hourly wage increase of 2.50 % on August 1, 2024. Or the base hourly wages of employees shall be adjusted by the same increment given to the unrepresented employees, whichever is greater.

Section 4. University Closings

Employees who are scheduled and required to work when the University is closed will subsequently receive time off with pay equal to the number of hours worked, such time off to be scheduled as provided for vacation in Article X, Section 2 of this Agreement. Employees who are scheduled to work but are not required to report when the University is closed will report the time as "authorized time off with pay."

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), Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and five 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

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. Emergency Time Off

Any emergency time off becomes the prerogative of the Chancellor. 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 have 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.

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.

ARTICLEX

VACATIONS

Section 1. Amount of Vacation

All unit employees, hired before ratification of this contract, 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:

VACATION SCHEDULE

Year(s) of Service	Vacation Days Earned in One Year by a Full-Time Employee
1st	12
2nd	13
3rd	14
4th	15
5th	16
6th	17
7th	18
8th	19
9th	20
10th	21
11th	22
12th	23
13th	24
14th	25
15th	26
16th	27
17th or more	28

All unit employees hired on or after August 1, 2019 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:

VACATION SCHEDULE

Year(s) of Service	Vacation Days Earned in One Year by a Full-Time Employee
0 up to 3rd	12
3 rd up to 6th	15
6 th up to 9th	18
9 th up to 14th	21
14 th or more	25

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.

Section 2. Vacation Requests

The University will grant vacations insofar as possible in accordance with employees' preference. However, the approval of vacation requests will be at the direction of the departmental executive officer as operations permit. Holidays recognized by the University will not be included as vacation.

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 are 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 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 faculty or administrative/professional appointment, accrued vacation will be carried forward automatically.

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 additional 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 and members of their immediate family living in their household. Immediate family includes parents, brothers, sisters, grandparents, grandchildren, and corresponding in-laws. Sick leave may be used for emergency illnesses and injuries for family members other than those in the households of employees when approved by the Director, Human Resources. Beginning January 1, 1998, sick leave used by an employee shall be charged against their 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 may be suspended or discharged. Employees receiving sick leave pay may not work elsewhere without forfeiture of this pay, except when outside employment had been previously approved by the University.

Section 4. Documentation of Sick Leave

The University reserves the rights to require acceptable evidence of illness, injury, or disability before allowing any sick leave benefits. An employee who is (or expects to be) absent from employment shall notify the appropriate supervisor as soon as possible, and, in cases where the absence will be for more than three (3) days, the employee shall notify the supervisor of the anticipated length of absence so that arrangements can be made for the employee's duties to be assumed during said absence.

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 $\frac{1}{2}$ 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

Employees shall be entitled to an annual extended illness leave with pay for documented major medical problems. The extended illness leave may be used only for personal illness of the employee. The extended illness leave shall be available for use on the sixth consecutive working day of required absence due to such illness and shall be limited to twenty (20) non-accruable working days in a twelve (12) month period beginning on July 1 of each year and extending through June 30 of the following year. Employees shall use their accumulated sick leave time during the five (5) working days of absence immediately preceding and following the extended illness leave. Employees who have no accumulated sick leave may use accumulated vacation time or go absent without pay during the time preceding and following the extended illness leave. Should any other extended illness requiring more than (5) working days of absence reoccur within the stated twelve (12) month period, the employees shall be entitled to use any unused portion of the extended illness leave on the sixth working day of consecutive absence.

Beginning on July 1, 1999, employees shall use their accumulated sick leave time during the eight (8) working days of absence immediately preceding and following the extended illness leave. Should any other extended illness requiring more than eight (8) working days of absence reoccur within the stated twelve (12) month period, the employee shall be entitled to use any unused portion of the extended illness leave on the ninth working day of such absence.

Beginning on July 1, 2000, employees shall use their accumulated sick leave time during the nine (9) working days of absence immediately preceding and following the extended illness leave. Employees who have no accumulated sick leave may use accumulated vacation time or go absent without pay during the time preceding and following the extended illness leave. Should any other

extended illness requiring more than nine (9) working days of absence reoccur within the stated twelve (12) month period, the employee shall be entitled to use any unused portion of the extended illness leave on the tenth working day of such absence.

Section 8. Medical Examinations

The University reserves the right to refer an employee for medical examination by a physician of the University's choice for the purpose of determining that person's physical or mental fitness to carry out their duties at the expense of the University.

ARTICLE XII

BEREAVEMENT LEAVE

Section 1. Amount of Bereavement Leave

- a) A leave of up to four (4) workdays with pay will be granted due to the death of the employee's spouse, domestic partner as recognized by the State of Illinois, civil union partner, child, parent, brother, sister, grandparent, grandchild, corresponding in-laws or any other relative living in the employee's home. As it pertains to family or household members defined above, time taken by an employee as leave under this article is to grieve the loss of family or household members, prepare for and/or attend a funeral, and/or attend any other immediate post-death matters.
- b) Approval will be granted for leave with pay of one (1) work day to attend the funeral of a relative outside the immediate family or household other than those listed in Section 1(a) above.
- c) Relationships existing due to marriage will terminate upon the divorce of the relative through whom the marriage relationship ends.
- d) In accordance with the Child Bereavement Leave Act, as amended, employees who suffer the loss of a child are eligible for up to ten (10) work days of bereavement leave within 60 days after notice of the death of a child. 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 during a twelve (12) month period are entitled to up to six (6) weeks of bereavement leave during this twelve (12) month period. This period of bereavement leave is inclusive of leave with pay allowed for Bereavement Leave. Child Bereavement Leave may be paid or unpaid depending on the employee's available sick and vacation balances.

Effective January 2, 2023

- d) A leave of up to four (4) workdays with pay will be granted due to the death of the employee's spouse, domestic partner as recognized by the State of Illinois, civil union partner, child, parent, brother, sister, grandparent, grandchild, corresponding in-laws or any other relative living in the employee's home. As it pertains to family or household members defined above, time taken by an employee as leave under this article is to grieve the loss of family or household members, prepare for and/or attend a funeral, and/or attend any other immediate post-death matters.
- e) Approval will be granted for leave with pay of one (1) work day to attend the funeral of a relative outside the immediate family or household other than those listed in Section 1(a) above.
- f) In accordance with the Child Bereavement Leave Act, as amended, employees who suffer the loss of a child are eligible for up to ten (10) work days of bereavement leave within 60 days after notice of the death of a child. 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 during a twelve
- g) The University shall have the right to request evidence to support any leave under this Article.

Section 2. Special Circumstances

Leave beyond these amounts may be approved under special circumstances but shall be charged against sick leave or vacation, as appropriate, by the University. In the event the employee is without sufficient accrued leave time, a leave of absence without pay may be granted with approval from the Director of Human Resources.

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 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 their 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 their compensation as an employee, they shall receive his or her regular compensation as an employee minus the amount of their 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. 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 5. Pre-Induction Military Exams

Employees who have been drafted for military service, upon prior notification to their supervisor, will be excused without loss of pay to report for a pre-induction physical.

Section 6. 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 provided their absence does not substantially interfere with the university's operations. Such requests should be made at least five (5) work days prior to the scheduled date of the test. Should an employee be required to remain on the job the University will make every effort to reschedule the civil service exam as quickly as possible.

Section 7. 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 when recommended by their physicians. Employees must return to employment when released by their attending physicians and/or an external physician appointed by the University 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. The parties agree that this provision shall not be invoked except by the Director, Human Resources nor shall it be invoked in an arbitrary manner.

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. 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 Offices 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, 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 Offices 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 the American Federation of State, County, and Municipal Employees (AFSCME) 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 the Illinois Pension Code, 108½ 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 the 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 in accordance with this article and employee tuition waiver general requirements listed on the Human Resources webpage.

Full-Time Employee:

Maximum of eight (8) semester hours.

Part-Time Employee:

Maximum hours proportionate to percent of the appointment.

The maximums are employee benefit limitations and do not apply to enrollment in training programs directly related to work performed as approved by departmental executive 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 eight (8) semester hours, of which no more than one (1) course of no more than five (5) 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. Maximum Tuition and Fee Waiver 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 five (5) semester hours during regularly scheduled work hours as set forth in Section 2, above, applies to such employees.

Section 5. Benefit During Layoff

Permanent/status employees who meet the academic requirements of the University and are laid off, for a period of one (1) 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. Benefit 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 their partial tuition waiver renewed until he or she has expended four (4) years of undergraduate partial tuition under this Section.

Section 8. Continuing Professional Education

If funding is available, an engineer may request and with approval, attend up to 8 hours per year of Continuing Professional Education (CPE) within the local regional area. As long as said training does not hinder normal daily operations of the Department. CPE may be in the form of technical training classes, trade shows, or seminars. All registration fees, travel expenses, room and board shall be reimbursed by the University.

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. Employees will be in full pay status during such examinations, which will be conducted at the University's expense.

ARTICLE XVII

HEALTH AND SAFETY

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

ARTICLE XVIII

SENIORITY LISTS

Seniority as outlined in the statute and rules of the State Universities Civil Service System shall be considered as part of the Agreement.

Upon request of the Union, the University will provide and post a current seniority list.

ARTICLE XIX

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 XX

FILLING OF VACANCIES

Employees who are on an active performance improvement plan or have been issued written discipline in the last 12 months are not eligible for consideration for another position without the approval of the Director of Human Resources.

ARTICLE XXI

MUTUAL CHANGES

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplement agreed upon shall be reduced to writing and signed by the parties hereto.


ARTICLE XXII

EFFECTIVENESS OF AGREEMENT

This Agreement shall remain in full force and effect through July 31, 2025 and if neither party gives notice of a desire to modify or terminate, shall automatically renew and shall continue in full force and effect from year to year until one party gives notice of a desire to modify or terminate. Notice of a desire to modify or terminate by either party shall be in writing and shall be presented not more than 120 and not less than 60 days prior to August 1, 2025 or any subsequent anniversary date of this Agreement.

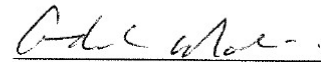
SIDE LETTER

It is agreed between Southern Illinois University Edwardsville (SIUE) and the International Brotherhood of Electrical Workers, Local 702 that Digital Security Cameras will be installed throughout the SIUE campus for the purpose of safety and security. It is further agreed that the Digital Security Cameras will not be used as evidence for disciplinary or arbitration purposes. However, SIUE may use video surveillance evidence or information for disciplinary purposes if the evidence or information reveals a criminal act or criminal offense committed by an employee.



Dennis Peterson
Business Representative
IBEW Local 702

6-21-16
Date



Adelmo Marchiori
Labor Relations

6/21/16
Date

FOR THE UNION

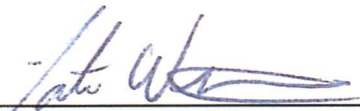
**BOARD OF TRUSTEES
SOUTHERN ILLINOIS UNIVERSITY**



Steve Hughart Date 11/22/22
Business Manager



President Date 1/4/2023



Tate Wright Date 11/15/22
Business Representative



Chancellor, SIU-Edwardsville Date December 23, 2022

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

January 30, 2023

Kenneth Cooper,
International President

This approval does not make the
International a party to this agreement.