

Agreement

by and between

The Board of Trustees of Illinois State University

and

AFSCME Council 31, AFL-CIO,

for and on behalf of

**Illinois State University
Local 3236, Clerical Employees**

**July 1, 2022
through
June 30, 2024**

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Preamble

This Agreement, made and entered into on the date hereinafter set forth, by and between the Board of Trustees for and in behalf of Illinois State University at Normal, Illinois, hereinafter called Employer, and AFSCME, Council 31, AFL-CIO, for and in behalf of Local 3236, hereinafter referred to as the Union with its purpose being the promotion of harmonious relations between the Employer and the Union and the establishment of a peaceful procedure for the resolution of differences. Witnesseth:

Article 1: Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative with respect to hours, wages, terms, and conditions of employment for the bargaining unit and further agrees to not discuss such matters with any other organization or with individual employees except as expressly provided for herein. The bargaining unit is as certified by the Illinois Educational Labor Relations Board in Certification No. 97-RC-0007-S, Certification No. 2005-RS-003-S, Certification No. 2006-UC-0015S, Certification No. 2008-RS-0002-S, Certification No. 2009-RS-0012-S, Certification No. 2011-RS-0002-S, 2012-RS-0002-S, 2012-UC-0014-S, 2013-UC-0007-S, 2013-RS-0009-S, 2013-UC-0011-S and consists of the following position classifications:

Human Resources will notify the Staff Representative when a position or person is being reclassified or moving out of the union.

Accounting Assistant	Duplicating Machine Operator II	Payroll Clerk
Accounting Officer	Duplicating Machine Operator III	Payroll Specialist I
Accounting Clerk	Events Administrator	Payroll Specialist II
Bowling & Billiards Center Attendant	Inventory Specialist	Routing Dispatcher I
Cashier I	Library Assistant	Routing Dispatcher II
Cashier II	Library Clerk	School Children Attendant
Cashier III	Library Specialist	Senior Library Specialist
Collections Representative	Medical Office Assistant	Shipping/Receiving Clerk
Collections Specialist	Medical Office Associate	Telephone Operator I
Collections Assistant Manager	Medical Office Specialist	Telephone Operator II
Communication Services Specialist I	Medical Records Technician	Test Specialist
Communication Services Specialist II	Multimedia Assistant	Transportation Clerk
Copy Center Operator I	Multimedia Operator	Typesetter II
Copy Center Operator II	Office Manager	Typesetter III
Copy Center Operator III	Office Support Assistant	Web Specialist I
Distribution Clerk	Office Support Associate	Web Specialist II
Duplicating Machine Operator I	Office Support Specialist	

But excluding those excluded employees as set forth in Section 1702(b) of the Illinois Educational Labor Relations Act (effective 1/1/93, 115 ILCS 5/2 (b) and in the Illinois State Educational Labor Relations Board Certification of Representative dated December 20, 1996.

The parties agree that the change in title of a position or position classification in the bargaining unit shall not remove the position or position classification from the bargaining unit as long as the type of work performed by the position remains within the parameters outlined by the Educational Labor Relations Act. Representatives from AFSCME Council 31 and Human Resources shall meet periodically to evaluate the appropriateness of inclusion or exclusion of specific positions to the bargaining unit. If the parties are unable to agree to the inclusion or exclusion of the position or position classification, the matter shall be decided by the Illinois Educational Labor Relations Board.

This Agreement is authorized by The Illinois Educational Labor Relations Act (115 ILCS 5/1 et seq and 110 ILCS 70/36d).

Article 2: Limitations

Section 2.01: Limitations

This Agreement is subject to:

1. Applicable Federal and State laws as such laws may become amended from time to time;
2. Rules of Federal and State agencies which have the force and effect of law, as such may be amended from time to time;
3. Board of Trustees Governing Policy, By-Laws and Regulations, as such may be amended from time to time, except as expressly provided for in this Agreement;
4. Policies, procedures and provisions of employment as established by the University, as such may be amended from time to time, except as expressly provided for in this Agreement.

Section 2.02: Modifications

Should any provision of this Agreement or any application thereof become unlawful by virtue of any Federal or State law, 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, order or decision and all other provisions of this Agreement shall continue in full force and effect.

Article 3: Management Rights

The Employer continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority which the Employer has not abridged, delegated or modified by the express provisions of this Agreement is retained by the Employer. The rights of the Employer, through its management officials, include but are not limited to the following:

- determine the overall budget of the Employer;
- determine control and exercise discretion over the organization and efficiency of operations;
- direct the employees, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the Employer;
- suspend, demote, discharge, or take other disciplinary action against the employees for proper cause;
- increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees for health and safety reasons;
- reallocate positions to higher or lower classifications;
- establish, modify, combine, or abolish job classifications;
- determine the purpose of each of its service areas;
- determine its mission, policies, and to set forth all standards of service offered to the public;
- determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased;
- change or eliminate existing methods, equipment, or facilities.

Article 4: Union Deductions

Section 4.01: Dues and Other Related Union Deductions

Upon receiving written notice of authorization from the Union, the Employer agrees to deduct Union dues, assessments, P.E.O.P.L.E. deductions, and Union-sponsored benefit program contributions from the earnings of those employees who are Union members covered by this Agreement, in accordance with applicable law. Any changes to such payroll deductions shall be made in accordance with applicable law (which currently provides, in part, that employee requests to change Union deductions shall be directed to the Union, and that authorized Union deductions shall remain in effect until the Employer receives notice from the Union that an employee has revoked his/her authorization in accordance with the terms of the authorization or until the employee is no longer employed in a position represented by the same Union). The Union shall certify the current amount of Union deductions. The Union shall advise the Employer of any increases in such deductions, in writing, at least fifteen (15) calendar days prior to its effective date.

Section 4.02: Indemnification

The Union shall indemnify and hold harmless the Employer, its officers, agents and employees from and against any damages and reasonable costs incurred from all

claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Employer for the purposes of complying with the above provisions or in reliance on any list, notification, certification, affidavit or assignment provided by the Union.

Section 4.03: Remittance of Dues and other Related Deductions

Such deductions, as noted in Section 4.01 of this Article, shall be remitted to AFSCME Council 31 in accordance with applicable law. The Employer will provide a deduction register to the Union, listing the employees from whose pay the above deductions have been made during that pay period. For each such employee, this deduction register will include the name, university identification number, type of deduction(s), and amount of each individual deduction taken. Effective as soon as administratively feasible following March 12, 2020, these deduction registers will be provided electronically in a manner determined by the Employer to be secure.

Article 5: No Strike – No Lockout

Section 5.01: No Strikes

During the term of this Agreement or any extension thereof, neither the Union nor any employee covered by the Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the University.

Section 5.02: No Lockouts

The Employer will not lock out any employees covered by this Agreement during the term of the Agreement as a result of a labor dispute with the Union.

Article 6: Discipline and Discharge

Section 6.01: Valuing Individual Performance

The parties agree that the previous disciplinary program utilized by the Employer which included oral warnings, written reprimands, unpaid suspensions, and discharge is terminated and that for the term of this agreement the parties are committed to the University's "Valuing Individual Performance Program" referred to as the VIP Program. This program is intended to be both positive and corrective in nature. It is also intended to correct/eliminate employee deficiencies through informal supervisory discussions (Encouragement Sessions) and through formal action steps where appropriate. These formal actions include:

Formal Actions

- a. Letter of Verbal Support (Formerly Oral Warning)
- b. Performance Improvement Discussions (Formerly Written Reprimand)

- c. Commitment Discussions (Formerly 1-3 Day Suspension)
- d. Written Reinforcement (Formerly 4-14 Day Suspension)
- e. Ultimate Decision Leave (Formerly 15-30 Day Suspension)
- f. Discharge

Formal corrective action will be issued in writing to the employee and in accordance with the general tenets of progressive discipline. However, the Employer reserves the right to skip any and all informal and formal steps due to seriousness of infraction.

Management will conduct steps in the VIP Program discretely and only in the presence of appropriate Management will not release information to the mass media while a matter is under investigation or is the subject of an active grievance.

The University agrees to meet with the Union and discuss any plans to revise names of any formal actions.

Section 6.02: Pre-disciplinary Meeting Notice

If the University chooses to hold a pre-disciplinary meeting or an investigatory meeting prior to issuing any of the formal steps of discipline, both the employee and the Union shall receive advance notice. The minimum advance notice requirement is twenty-four (24) hours prior to the meeting; however, the University will attempt to provide between twenty-four (24) and seventy-two (72) hours advance notice. Unless the advance notice is less than twenty-four (24) hours, this section is not grievable under the parties' agreement.

The notification should include the date, time, and meeting location, in addition to an overview of the topic(s) to be discussed during the meeting. The notification will also include the name and phone number of the Union President and Chief Steward according to the Employer's most recent information. It is the Union's responsibility to keep the Employer informed of the employees currently in those roles. The employee will be expected to sign the reporting notice.

Any requests to waive Union representation shall be documented in writing and provided to the Union.

Section 6.03: Discipline Notification

When the employer determines that formal steps of the VIP Program are warranted, written documentation addressed to the employee with a copy to the Union, the employee's supervisor(s) and the employee's personnel file in Human Resources will be prepared and distributed in a timely fashion.

If it is determined after a pre-disciplinary meeting and any follow up investigation that no discipline will be issued as a result of the meeting, a letter will be sent to the

employee, the department and the Union. If the decision and issuing of the letter will take more than ten (10) working days from the date of the pre-disciplinary meeting, the University will notify the Union of the delay by email.

Section 6.04: Probationary Employee Discipline/Dismissal

The Employer retains the sole right to discipline and dismiss probationary employees. The administration of discipline and resultant dismissal is not subject to grievance or arbitration under this Agreement. A Union representative may be present during any disciplinary meetings held between the probationary employee and the Employer.

Section 6.05: HR Level Discipline/Discharge

Grievances involving discipline issued by Human Resources or discharge of status employees shall be initiated at Step 3 of the grievance procedure.

Section 6.06: Discharge Procedures

The Employer shall notify the employee and Union of the intent to initiate discharge proceedings before the State Universities Civil Service Merit Board in accordance with the statute 250.110. Such notice shall satisfy the requirements of the collective bargaining Agreement and shall not, in any manner, diminish the Employer's or the employee's rights under the State Universities Civil Service System. A grievance may be filed directly at Step 3 but must be submitted prior to or during the reconciliation meeting so that one meeting serves as a grievance hearing and a reconciliation meeting.

State Universities Civil Service System procedures shall not commence until a grievance filed on the basis of intent to discharge has been responded to at Step 3. In the Step 3 response, the University shall outline the options available to the employee with respect to further pursuit of the matter. An employee notified of commencement of State Universities Civil Service System discharge procedures in accordance with this Agreement may either:

1. Elect to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Chapter VI, Section 250.110 (f)(1) through (7).
2. Alternatively, the Union may move the grievance toward arbitration pursuant to the grievance procedure of the collective bargaining Agreement. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, initiation of such action shall waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of this collective bargaining Agreement with respect to said discharge.

In the event that a grievance is resolved through the issuance of an arbitration decision, the decision shall be final and binding upon the Union, the Employer, and the employee.

Section 6.07: Deactivation of Discipline

Documentation of Verbal Support and Performance Improvement Discussions shall be deactivated in an employee's personnel file after twelve (12) months have lapsed without the employee's having received additional discipline for the same or similar offense. Documentation of Commitment Discussions, Written Reinforcement and Ultimate Decision Leave shall be deactivated in an employee's personnel file after thirty-six (36) months have lapsed without the employee's having received additional discipline for the same or similar offense. Outdated disciplinary action may not be used against the employee for further discipline.

Article 7: Grievance Procedure

Section 7.01: Definition

A grievance is a dispute or difference between the parties with respect to the application, administration, interpretation, or meaning of the express provisions of this Agreement. All grievances shall be filed in accordance with the provisions herein. The grievant may be an employee, group of employees, or the Union.

Section 7.02: Union Grievances

A grievance filed by the Union shall be initiated in writing at Step 2 of this procedure within ten (10) workdays after the Union knows or should have known of the condition causing the grievance to be filed.

Section 7.03: Time Limits

Failure of the grievant or the Union to comply with the time limits of this Article shall render the grievance null and void and bar subsequent filing of the grievance. Failure of the Employer to respond to the grievant or Union within the time limits of this Article shall move the grievance to the next step. Time limits may only be extended by mutual agreement of the parties and shall be documented in writing. For purposes of the grievance procedure, workdays are considered to be Monday through Friday.

Section 7.04: Employee Representation

An employee or group of employees may at any time present grievances to the Employer and have them adjusted without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement, and provided that the Union has been given an opportunity to be present at such adjustment.

Section 7.05: Steps Within Procedure

Step 1: Within ten (10) workdays after the first occurrence, or within ten (10) workdays after the grievant knows or should have known of the conditions causing the grievance, the grievant and/or the Union shall orally present the grievance to the immediate supervisor. The immediate supervisor shall provide an oral response within ten (10) workdays after such presentation.

Step 2: If the grievance is not settled at Step 1 and the Union wishes to appeal the grievance to Step 2, the grievance and the Step 1 response shall be reduced to writing and signed by the grievant and representative and the immediate supervisor. The written grievance shall contain a complete and specific statement of the facts of the grievable act, the provision or provisions of this Agreement at issue, and the relief requested. Improper grievance form, incorrect date, or incorrect Article or Section citation shall not bar the grievance. The written grievance shall be submitted to the department head or designee within ten (10) workdays of the Step 1 oral response. The department head or designee shall meet within ten (10) workdays with the grievant and representative in an attempt to resolve the grievance. The department head or designee shall issue a written response to the grievance within ten (10) workdays following the meeting.

Step 3: If the grievance is not settled at Step 2 and the Union wishes to appeal the grievance to Step 3, the grievance along with the Step 1 and Step 2 responses shall be submitted to the Director, Labor Relations or designee within ten (10) workdays after the Step 2 response. The Director, Labor Relations shall initiate scheduling a meeting no later than fifteen (15) working days after submission to Step 3. The Director, Labor Relations (or designee), the grievant and Union representative will meet at a mutually agreeable time. The Director, Labor Relations (or designee) shall issue a written response to the grievance within ten (10) workdays following the meeting.

Section 7.06: No Reprisals

No reprisals of any kind shall be taken by the University or Union against any employee because of the employee's participation or nonparticipation in this grievance procedure.

Article 8: Arbitration

If the grievance is not settled at Step 3, the Union may present the grievance to the Director, Labor Relations or designee for arbitration within twenty (20) workdays after receipt of the Step 3 response.

Within thirty (30) days from the date of presentation of the grievance to arbitration, the parties shall

- obtain a list of seven arbitrators from the Federal Mediation and Conciliation Service, the Illinois Educational Labor Relations Board, the American Arbitration Association or other mutually acceptable source; and,
- meet in person or by telephone and alternately strike names, until a single name remains.

The cost of services of the arbitrator, court reporter, transcripts and all other costs incurred by the arbitration shall be borne equally by both parties. Neither side shall be responsible for the expense of the other's witnesses and/or representatives.

The scope of the arbitration is limited to the terms of this Agreement and any supplemental agreements between the parties. Board of Trustees Regulations and By-Laws, University Rules and Policy, laws of the United States and the State of Illinois, and Rules and Regulations of administrative agencies are not subject to arbitration.

The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the particular issues necessary to resolve the grievance without recommendation or comment on any other matter. The arbitrator shall be without power to make a decision or render an award contrary to or inconsistent with or varying in any way the application of laws, rules, and regulations having the force and effect of law. No liability shall accrue against the Employer for a period earlier than ten (10) days prior to the Step 1 grievance filing date. The arbitrator shall submit in writing the decision and award within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision and award shall be based solely upon the arbitrator's interpretation of the meaning or application to the facts of the Agreement to the grievance presented. Past practices may be considered in interpreting an ambiguous provision of this Agreement but may not be considered for the purpose of creating an employee right or Employer obligation or liability. Subject to the provisions of this section, the decision of the arbitrator shall be binding on the parties.

Article 9: Seniority

Seniority shall be by classification, based upon the length of service from the date of employment in the classification and in accordance with State Universities Civil Service System Statute and Rules. Layoffs and subsequent rehires shall be conducted on the basis of seniority and in accordance with State Universities Civil Service System Statute and Rules. Employees' regular working schedules will determine holiday employment. Seniority shall accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment.

Seniority shall receive consideration with other relevant factors for promotions within a promotional line for applicants who have qualified themselves by passing a promotional examination. This shall not be subject to the grievance or arbitration articles of this Agreement, but the Employer will consent to discuss the facts of such selection if so requested by the Union.

Article 10: Health and Safety

The Employer recognizes its responsibility to make reasonable provisions for the health and safety of the 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 follow safe work practices to insure employee safety as well as that of fellow workers, students, faculty, and staff.

The University places a high concern on the safety and well-being of its staff. To that end, the University offers the following services to ensure the health and safety of employees covered by the bargaining unit.

Section 10.01: Video Display Terminals

Employees who use Video Display Terminals (VDTs) will not be required to view an operating VDT screen for more than two (2) consecutive hours without a fifteen (15) minute hiatus.

Section 10.02: Immunizations/Vaccinations

If the Employer determines that certain bargaining unit positions are at risk to contract occupationally-related diseases, such employees shall be afforded immunizations as prescribed by law and/or University policy.

Section 10.03: Ergonomic Concerns

Upon request of the employee, the Employer will endeavor to provide ergonomically correct equipment. When new equipment is purchased, when possible and within budget considerations, the University will attempt to obtain ergonomically correct equipment, such as glare screens, chairs with adjustable heights and back rests, foot rests, adjustable tables for holding keyboards, and keyboards designed to decrease the risk of carpal tunnel syndrome.

Section 10.04: Personal Protective Equipment

To ensure employee safety, personal protective equipment will be provided as prescribed by law and/or University policy. Examples include gloves, face masks, gowns, etc.

Section 10.05: Safety Reporting and Resolution

If an employee has justifiable reason to believe that his/her safety and health are in danger due to an alleged unsafe working condition or alleged unsafe equipment, the employee shall inform the supervisor, who shall have the responsibility to determine what action, if any, should be taken, including whether or not work should continue.

If necessary, the matter shall be referred by the supervisor or employee to the University Environmental Health and Safety Office. If the matter is not resolved, it will immediately be taken by the Union to the Director, Labor Relations. Non-emergency health and safety concerns may be referred to the appropriate Labor/Management committees as set forth in Article 13.

Article 11: General Provisions

Section 11.01: Non-Discrimination

The Employer and the Union agree that they will not practice discrimination against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, religion, color, national origin, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), sexual orientation, order of protection, gender identity and expression, ancestry, marital status, age, disability, pregnancy, genetic information, unfavorable military discharge, or status as a veteran. Complaints involving discrimination or sexual harassment shall be reported to and handled by the Office of Equal Opportunity and Access or the appropriate office as designated by the University. Refer to University Policy number 1.2 for the current office designated by the University to handle such complaints.

The Employer and the Union agree that there shall be no discrimination against or coercion of any employees regarding Union membership, that Union membership is entirely a matter of the employee's free choice and determination. Further, the Employer agrees that there shall be no discrimination by any representatives of the Employer, including supervisors of employees, against any Union member, steward, or officer of the Union, including those who are participating in negotiations, adjustment of grievances, or the performance of committee work as provided in this Agreement.

Section 11.02: Campus Mail, Email, and Meeting Rooms

Human Resources will provide a link to the AFSCME Council 31 website on the Union Contracts page of the HR website.

The Union's use of campus mail shall be in accordance with University regulations and the Private Express Statutes.

The Union may use the University's email system to notify members of meetings and provide information to its bargaining unit members, provided such use complies with the University's email policies, as well as, state and federal law; and further provided that such use is limited to non-work hours.

The Union shall have access to the campus facilities subject to such reasonable limitations necessary for orderly operation as established by the University.

The Union agrees that it will not conduct Union business during working hours except in accordance with applicable law.

Section 11.03: Union Activities

If absence from work is involved, a Union official, officer, steward or member must notify and make mutual arrangements with their supervisor to attend negotiations or meetings or do any other work to dispose of grievances without penalty.

Labor/Management meetings and meetings involving Labor Relations (for example, negotiations) must be scheduled in advance through the Director, Labor Relations (or designee) who will notify the supervisor. The employee is still required to make mutual arrangements with their supervisor to attend the meeting.

The University will approve dock time to attend other Union sponsored meetings, but such time off to attend other Union sponsored meetings is not to exceed a combined total of (a) four (4) employees at any one time, and (b) twenty (20) working days in a twelve (12) month period. As a reminder, for purposes of benefit calculation, dock time used to attend Union-sponsored meetings is treated like any other dock time.

Section 11.04: Visits by Union Representatives

The Employer agrees that Union representatives, or any other Union officials not employees of the University, shall have full and free access during working hours to visit or inspect a work area, (subject to all applicable safety, privacy, or confidentiality considerations, which will not impede the Union's right to have access), investigate grievances and workplace related complaints, and/or meet with University representatives. It will be the responsibility of the Union official or local Union officer to inform the Director, Labor Relations (or designee) in writing of any intended meeting or visit. Such notice must be provided at least one (1) business day in advance, when possible, of the visit and must include the purpose of the visit and the area(s) and/or University representative(s) that will be visited.

Section 11.05: Examinations/Training

Examinations shall be open to all employees. Any on-campus training courses conducted in preparation for examinations shall be open to all classified employees. The University is not required to include all classified employees when such training is offered off campus. Selection for off-campus training will be at the Employer's discretion.

Section 11.06: Employee Access to Personnel Records

1. Employees may have access to their personnel records in accordance with current University policy which is in compliance with the Personnel Records Review Act, 820 ILCS 40/. An employee can make a written request to Human Resources for all or any part of his or her personnel record except as excluded by the Act.
2. An employee representative may, with written permission from the employee, in accordance with current University policy, have access to an employee's personnel record.

3. Items of formal disciplinary action, such as letters of reprimand and records of suspension, shall remain in Human Resources for the life of the record. However, such records shall not be used by the Employer before an arbitrator or the State Universities Civil Service System Merit Board if such documentation is more than three (3) years old and the employee has not been warned for the same or similar offense.

Section 11.07: Orientation

The Union shall be allowed to meet once with each new employee in accordance with applicable law (which currently provides the Union the right to meet with newly hired employees for up to one hour within the first two weeks of employment in the bargaining unit) for the purpose of orienting and informing the employee of rights and obligations under this Agreement, without loss of pay for the employees involved. Such attendance by employees shall be on a voluntary basis. The Union will make every effort to meet with new employees in groups when possible.

The Union agrees to provide New Member Orientation materials to Human Resources. These materials will be presented to the new employee during the Human Resources onboarding process.

Section 11.08: Leave for Union Office

Provided adequate notice is given and based on operational needs, the Employer may grant a request for a leave of absence for at least one bargaining unit employee at any one time for the purpose of service as an AFSCME representative or officer with the International, State, or Local organization of the Union for up to a maximum of three (3) years. Upon approval, all accumulated vacation benefits and compensatory time must first be exhausted by the requesting employee. Requests for such leave must be submitted in writing to the Director, Labor Relations.

Section 11.09: Contracting

It is recognized that the Employer and Union have a common interest in protecting work opportunities for all employees covered by this Agreement. The Employer also recognizes the Union's desire to perform all work covered under the jurisdiction of this contract and will make sincere efforts toward that goal. It is not the intent of the Employer to erode job security of employees in the bargaining unit, even though the Employer reserves the right to contract work normally performed by employees covered by this Agreement. Consequently, no bargaining unit employees will be laid off or demoted as a direct result of any contracting of work normally performed by those employees.

Section 11.10: Other Duties As Assigned

The phrase "performs other duties as assigned" on the position's Class Specifications shall be interpreted as "performs other duties as required or assigned which are reasonably within the scope of the duties in this job classification."

Section 11.11: Personnel Transaction Reports

The Employer will provide the Union with information regarding new hires into the bargaining unit, in accordance with applicable law.

At the request of the Union and within two (2) workdays following the request, the Employer will also provide the Union with written information regarding other personnel transactions involving bargaining unit employees. Such requests will be honored no less than twice per month. The report will include names, University identification numbers, departments, FTE, current wage rate, and job classifications of bargaining unit members. The report will also include the following personnel transactions and the effective date: reclassification/reallocation, reassignment, promotion, demotion, resignation, retirement, and termination (discharge). This listing and information will be provided electronically.

The Employer will provide the name of the employee designated to provide such information. The information will be provided to the Council 31 Staff Representative and the Union President.

Section 11.12: Represented Employee List

The Employer will provide the Union with a listing of employees in the bargaining unit, in accordance with applicable law. Hourly wage rates will be included on the bargaining unit list. This listing will be provided electronically to the Council 31 Staff Representative and the Union President.

Section 11.13: Professional Development

The Employer and the Union recognize the importance of professional development separate and apart from the University's Tuition Waiver Benefit. Provided adequate notice is given and based on operational needs of the department or unit, a supervisor may approve an employee request to participate in and/or attend, during working hours, a professional development event or program. Subject to approval of the department or unit, an employee may utilize release time, flex time, vacation, or accumulated compensatory time for the time spent away from work. Subject to approval of the supervisor, an employee may use an alternative work location to attend onsite, online professional development activities.

Article 12: Hours of Work – Overtime

Section 12.01: General Provisions

The basic work week for full-time employees covered by this Agreement shall normally be Monday through Sunday and consist of thirty-seven and one-half (37.5) hours in five consecutive working days of seven and one-half (7.5) consecutive hours each. The seven and one-half (7.5) working hours may be broken up by an unpaid lunch period of not less than one-half hour and not more than one hour, except by mutual written agreement of the employee concerned and the Employer.

Permanent schedule changes shall be made only with a 30-day advance written notice given to employees unless otherwise agreed upon by the employee and the Employer. Based on the operating needs of the unit, temporary schedule changes may be made by the Employer with 2 days advance written notice unless otherwise agreed upon between employee and Employer. In emergency or unique situations, the advance notice may be waived.

Section 12.02: Interrupted Meal Periods

When employees who normally receive an unpaid meal period are required to work during that period and receive no equivalent time off during the same shift, they shall have such time treated as hours worked and receive pay at the applicable rate.

Section 12.03: Flex-Time

Nothing herein is intended to change current scheduling procedures and both parties wish to retain scheduling flexibility at the departmental level. By mutual agreement between the Employer and employee, the regular work schedule in the work week may be varied.

This Article does not preclude schedules of less than seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week. Such schedules shall be considered part-time and may be changed at any time by mutual agreement between the employee concerned and the Employer. FLSA-exempt employees will not receive daily or weekly overtime and are not subject to compensatory time or call time provisions.

The parties encourage the use of fixed flex-time schedules which benefit individual employees and enhance efficiencies and services of the University. Such schedules may be established in accordance with University Policy. The supervisor shall respond to the employee's request for flex-time within ten (10) workdays from receipt of the employee's written request.

It is understood that not all departments or positions are conducive to the flex-time options described above. Either party may refer any scheduling practice to the Labor/Management Committee for review, discussion, and recommendation. No flex schedule will exceed thirty-seven and one-half (37.5) hours per week.

Section 12.04: Overtime Pay

1. *Daily* – Time and one-half the employee's regular hourly rate shall be paid for all hours worked in excess of 7.5 hours in any workday or for all hours worked outside of an approved flex schedule for a full-time employee. Benefit time will not count as hours worked in the daily calculation of overtime pay.
2. *Weekly* – Time and one-half the employee's regular hourly rate shall be paid for hours worked in excess of thirty-seven and one-half (37.5) straight-time hours in any work week. Benefit time will count as hours worked in the weekly calculation of overtime pay.

Section 12.05: Overtime Procedures

When departmental employees perform basically the same duties, performance of these duties on an overtime basis shall be distributed as equally as possible among such employees. In all other situations, overtime assignments shall be assigned to the employee(s) most appropriate to complete the overtime task(s).

Section 12.06: Compensatory Time

Compensatory time may be afforded in lieu of overtime pay. Prior to any extra work assignment, the supervisor and employee concerned shall mutually agree as to whether compensatory time or overtime pay will be afforded. No employee will be compelled to work overtime for compensatory time if they choose overtime pay.

The use of accumulated compensatory time shall be granted based on the operational needs of the unit. Compensatory time may be accumulated to a maximum of 75 hours. Compensatory time is banked until used, paid out at time of separation of service with the Employer, or when moving from a non-FLSA-exempt position to an FLSA-exempt position.

Section 12.07: Call Time

Any employee who has left the University and is called to work outside of their regularly scheduled shift shall be paid a minimum of two (2) hours at the applicable rate. When an employee works on a scheduled day off, that employee shall be paid for a minimum of four (4) hours at the applicable rate of pay.

Should an employee be required to work before their regularly scheduled work shift, that employee shall be permitted to work the normal work schedule in that workday. All time worked in excess of the regular schedule shall be paid at the applicable rate.

In the event that Management determines that additional work is necessary at the end of a regularly scheduled work shift, the employee assigned to the task at that time may volunteer to work the extra assignment. That employee shall be paid at the applicable rate. This assignment shall not constitute a call-back and is not subject to the minimum call-back provision.

The applicable rate of pay may be straight-time pay or overtime pay, depending on the employment status of an individual in each specific situation and as it relates to other contractual provisions.

Section 12.08: Rest Periods

All full-time bargaining unit employees shall be entitled to two (2) fifteen minute paid breaks. Normally breaks will occur approximately midway in the first half of the shift and approximately midway in the second half of the shift. Part-time employees shall be entitled to one (1) fifteen minute paid break for every 3.75 hours worked. Breaks shall be uninterrupted unless a non-recurring emergency situation requires otherwise.

Section 12.09: Meetings

When an employee covered by this Agreement is required by the Employer or its representatives to attend meetings or conferences at times outside the employee's regularly scheduled working hours, the applicable rates shall apply, based on employment status, FLSA standards, and other contractual provisions regarding pay rate standards.

Article 13: Labor/Management Committee

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that regular meetings be held between Union and Employer representatives. A Labor/Management Committee will be established and regularly scheduled meetings will be held.

This committee shall consist of up to seven (7) bargaining unit employees and up to seven (7) Employer representatives. Each party shall designate their respective team members. Attendance by individual employees at these meetings shall be without loss of pay if held during their regularly scheduled work hours. Employees must give reasonable notice of the intended absence to the immediate supervisor and the supervisor will grant such time consistent with the operating needs of the University. If attendance is during off duty hours, employees shall be credited with compensatory time.

This committee shall have responsibility for:

1. Setting meeting dates, time, and locations.
2. Agenda preparation for subsequent meetings.
3. Development of area subcommittees as needed.
4. Training for committee members.

No Labor/Management Committee will have the authority to discuss, change, modify or infringe upon issues which are related to wages, hours, and terms and conditions of employment. Whenever a matter relating to wages, hours, and terms and conditions of employment is raised, the matter shall be suspended until express agreement to continued involvement by the Labor/Management Committee has been achieved through the collective bargaining process. Whenever there is a discussion over off-limit activities or other matters which are normally reserved to the collective bargaining process, no final decision or action shall be taken except through the grievance or collective bargaining process as agreed to by the parties.

Both parties are committed to support the outcome of this process and are empowered to implement such results unless other parameters are mutually established. Any outcome of this committee process shall not be used as the basis or rationale for layoffs.

Article 14: Probationary Periods – Status Appointments

An employee entering a classification within the Bargaining Unit shall be required to serve a probationary period of six (6) months. Service in a higher class shall count toward completion of probationary period in a lower class in the same promotional line. If the probationary period is interrupted by an unpaid leave of absence, layoff or suspension, the probationary period shall be extended by that period of time. During the probationary period, the Employer shall meet with the employee periodically to review with the employee his/her progress on the job. An employee serving a probationary period may request a written evaluation within seven (7) calendar days after completing ninety (90) calendar days in the classification. If the probationary employee fails to demonstrate the ability and qualifications necessary to furnish satisfactory service, then the Employer shall dismiss the employee from his/her probationary appointment and will meet with the employee to inform him/her of the reason(s) for the decision to dismiss. Dismissal of a probationary employee is not appealable or subject to the grievance procedure. Upon successful completion of the probationary period, the employee shall become a status employee.

If a status employee entering a new classification fails to demonstrate the ability and qualifications necessary to furnish satisfactory service, then the Employer shall terminate the probationary appointment and will meet with the employee to inform him/her of the reason(s) for the decision. Such employee shall return to their previous class, provided that they have sufficient seniority pursuant to regulations set forth in the State Universities Civil Service System Statute and Rules and as may be further defined by other applicable contract provisions. The employee will revert to their previous rate of pay plus any increases that were granted to the bargaining unit.

Article 15: Layoff Procedure

1. When any employing unit decides that a reduction in the work force is necessary, the effects of the reduction in force shall be in accordance with the procedures and provisions outlined in the State Universities Civil Service System Statute and Rules (250.110 d) Layoff). Upon notice of a proposed layoff, Human Resources will attempt to place affected employees into vacant positions or explore alternatives to avoid displacement whenever possible.
2. An employee who is being laid off will receive preference to the extent permitted by the State Universities Civil Service System Statute and Rules for any vacant requisitioned positions for which the employee is qualified.
3. Recall of employees will be on the basis of seniority within the appropriate classification as provided in the State Universities Civil Service System Statute and Rules, i.e., the most senior employee on layoff will be the first to be recalled.
4. The Union President will be notified when a member of the Bargaining Unit is notified of layoff or recall from layoff.

Article 16: Filling of Permanent Vacancies in Bargaining Unit

Section 16.01: Definition of a Permanent Vacancy

For purposes of this Article, a permanent vacancy occurs as set forth in (1) and (2) below:

1. When the Employer determines to establish a new position, or;
2. When any of the following personnel transactions takes place and the Employer determines to replace the previous incumbent: transfers, promotions, demotions, resignations, dismissals and discharges.

Vacancies filled by employees as a result of demotion or voluntary reduction in classification in lieu of layoff shall not be considered as vacancies for purposes of this Article.

Section 16.02: Notice of Vacancies

Eligible employees on the Promotional and Original Entry registers will receive e-mail notification of applicable permanent vacancies. Additionally, Human Resources will post notices of permanent vacancies using the on-line application system.

Section 16.03: Filling of Vacancies

Vacancies shall be filled from the appropriate registers (i.e. Reemployment, Promotional, and Original Entry) according to State Universities Civil Service System Statute and Rules.

When a vacancy occurs, seniority will receive consideration along with other relevant factors among qualified and eligible applicants.

Section 16.04: Reassignments

Employees, who wish to request a reassignment within their classification, must submit their application and all other applicable documents requested when a vacancy is posted using the on-line application system. Human Resources will forward such reassignment requests to departments seeking to fill such vacancies. Interviewing employees interested in reassignment is optional for departments.

Section 16.05: Upward Mobility

The parties are committed to improving career advancement opportunities for members of the bargaining unit. It is the goal of the Employer and the Union to provide employees with enhanced training and promotional opportunities through some sort of Upward Mobility Program.

Understanding the complexity of this task, both parties agree to refer this topic to the Labor/Management Committee as outlined in Article 13. Both parties through this process agree to continually review classes in the bargaining unit to determine if there

are appropriate mergers or other promotional enhancements until all classes in the bargaining unit have been reviewed.

Section 16.06: Interviews and Tests

Employees will be granted time off with pay to interview or test for positions based on operating needs of the unit. Examinations shall be administered per the State Universities Civil Service System Statute and Rules Section 250.50.

Article 17: Position Classification Review

An employee may request an audit of his/her position to determine if the assigned classification is still appropriate. The immediate supervisor shall be notified of this audit request. All requests will be handled by the Human Resource Office. Reasonable work time shall be provided for the employee to consult with their supervisor and to prepare an updated job description. The supervisor has up to fifteen (15) workdays to finalize and submit an updated job description to Human Resources. Absent any unforeseen circumstances, reviews shall generally be completed within 45 calendar days of the date the complete position review request is submitted to Human Resources. The results of the review will be provided to the supervisor of the position and the affected employee.

If the audit substantiates that an employee has been performing the duties of a higher-rated classification, the employee shall be reclassified/reallocated effective the beginning date of the pay period in which the audit was conducted, provided the employee has passed the appropriate examination for the position. The employee will be paid at the higher rate effective the same date as the reclassification/reallocation. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification/reallocation shall be the beginning date of the pay period following the date on which the employee passes the appropriate examination.

If the employee disagrees with the findings of the audit, they may request further review within thirty (30) calendar days of receipt of the results. Additional review will be made by the Director, Civil Service/Student Employment and Employee Relations (or designee), with the results furnished to the affected employee within thirty (30) calendar days. If the employee disagrees with these findings, they may only seek further classification review by the State Universities Civil Service System in accordance with the Statute and Rules of that system.

Article 18: Evaluations

The Union and the University encourage periodic evaluation conferences between employees and their supervisor to discuss and review work performance, attendance, conduct, and other items included in the evaluation instrument. Comments made by the supervisor in the evaluation should highlight strengths of

the employee as well as any weaknesses or areas in need of improvement. Any comments offered by the supervisor in the performance evaluation with respect to areas needing improvement shall not by themselves be considered as a "Verbal Support" or "Performance Improvement Discussion" in the progressive discipline system subscribed to by the parties in Article 6, Discipline and Discharge. Such comments do, however, qualify as notice to the employee of areas needing to be corrected or improved.

Where such evaluations are utilized, they are prepared in writing and are reviewed and signed by both the supervisor and the employee. The employee may request that an evaluation be conducted when the previous one is more than 12 months old.

The employee receives a copy of the final signed evaluation. The signature of the employee does not constitute his/her agreement with the evaluation. Employees may submit comments to the evaluation, which will be attached to the evaluation.

During a periodic evaluation conference the employee and supervisor may also discuss matters related to the employee's civil service job description. Upon request of the employee, the supervisor will provide to the employee a copy of her/his current job description.

Article 19: Benefits

Section 19.01: Benefits During Contract Period

Employees covered by this Agreement shall be entitled to all benefits granted by the Employer at the time of Union ratification and Board of Trustees approval of this Agreement, including but not limited to those expressed in this Agreement. These benefits will not be diminished during the life of this contract and any improvements in benefits will be made applicable to employees covered by this Agreement. The application and interpretation of benefits may be subject to the Grievance and Arbitration Articles of this Agreement.

Section 19.02: Holidays/Administrative Closures

Holidays shall be provided in the same manner as set forth in University Policy 3.1.5 Holidays. The holidays recognized include New Year's Day, Dr. Martin Luther King, Jr. Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and four additional floating holidays. Employees who work a holiday will receive time and a half for all hours worked in addition to their normal holiday pay.

Administrative Closure days shall be provided in the same manner as set forth in University Policy 3.1.6, Administrative Closings. Employees who work on an Administrative Closure day will earn regular pay (straight time) for hours worked up to 7.5 hours plus either additional time off in the future equivalent to the hours worked up to 7.5 hours or payment (straight-time) for the amount of time worked in lieu of future

time off. If the employee works more than 7.5 hours on an AC day, hours worked above 7.5 will be paid at 1.5 X regular rate.

Section 19.03: Vacation/Personal Leave

Vacation and accumulated compensatory time off shall normally be scheduled in advance. Management will make every reasonable effort to respond to employee's request for leave within two (2) workdays of receipt of the request.

The scheduling of vacation or accumulated compensatory time off shall normally be at the option of the employee during periods of regular academic layoffs (i.e. summer, fall, winter, spring). This applies only to employees who are subject to recall during these regular seasonal layoffs. Leave time requests from such employees shall be approved only in increments of full days (7.5 hours) unless the employee has or will have worked some time in that particular pay period.

Section 19.04: Bereavement Leave

An employee shall be granted, without loss of salary, bereavement leave of up to three workdays due to the death of a member of the immediate family or household member. A member of the immediate family or household member is defined as husband, wife, domestic partner, mother, father, brother, sister, children, grandchildren, grandparents, mother-in-law, father-in-law, step parents, or any other relative within the first degree living in the same household.

An employee may also be granted one workday due to the death of a relative outside the immediate family or household. This would include aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, and cousin (within the first degree).

Bereavement leave is not intended for use in the event of the death of an individual whose relationship was established by marriage if the marriage has ended through divorce.

Substantiation of the reason for bereavement leave may be required. Leaves beyond these amounts may be approved under special circumstances; however, such additional leave will normally be charged to accrued vacation.

Unpaid time off for child bereavement will be provided in accordance with the Illinois Child Bereavement Act.

Section 19.05: Attendance in Court

A leave of absence without loss of pay shall be granted for jury duty service. An eligible employee may be granted a leave of absence without loss of pay as a subpoenaed witness in cases not initiated by the employee. The employee may keep payments received from the court system.

Article 20: Health and Life Insurance, Pensions and Disability

Section 20.01

During the term of this Agreement, a health and life insurance program shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, Illinois Revised Statutes, Chapter 127, paragraph 521 et. seq. as amended from time to time. The parties agree to accept the terms and conditions of life and health program as provided by the Department of Central Management Services at a statewide level and which are intended to apply to state universities.

Section 20.02

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with ILLINOIS REVISED STATUTES, Chapter 108-1/2, Pensions.

Section 20.03

During the term of this Agreement, statutory benefits under workers' compensations shall be provided to all eligible employees by this agreement in accordance with ILLINOIS REVISED STATUTES, Chapter 48, Workers' Compensation and Occupational Disease Act.

Section 20.04

During the term of this Agreement, 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 Board of Trustees policies and guidelines.

Article 21: Wages

Section 21.01

General wage increases (GWI) will be implemented for all employees in the unit, as follows:

- A. FY2023 and FY2024: wage rates will be adjusted on a Pay Grade by Pay Grade basis by the greater of either:
 - i. the same percentage as the publicly announced campus wage program/merit increase for non-negotiated University employees in the applicable fiscal year, effective on the same date and with the same terms (including but not

limited to retroactivity) as that publicly announced campus wage program/merit increase; OR,

- ii. the following percentage increases, effective July 1 of each fiscal year (i.e., the FY2023 increase will occur on July 1, 2022 and the FY2024 increase will occur on July 1, 2023);
 - a. To be eligible for the retroactive FY2023 increase, employees must remain employed in the Bargaining Unit through the successful ratification date.

Pay Grade	FY2023	FY2024
C	4.75%	4.25%
D	4.50%	4.00%
E	4.00%	3.50%
F	3.50%	3.00%
G	3.25%	3.00%

Section 21.02

Hiring ranges for new employees will be adjusted, as follows:

- A. FY2023 and FY2024: Except as provided in 21.02A(i) and 21.02A(ii), below, hiring range minimums for new employees will be adjusted July 1 of each fiscal year by the percentage provided for below, and hiring range maximums will be \$0.65 more than the hiring range minimums.

Pay Grade	FY2023 Hiring Range Minimum Increase	FY2024 Hiring Range Minimum Increase
A	5.25%	Min Wage
B	5.25%	Min Wage
C	4.75%	3.00%
D	4.50%	3.00%
E	4.00%	3.00%
F	3.50%	3.00%
G	3.25%	3.00%
H	3.00%	3.00%
I	3.00%	3.00%

- i. The Pay Grade A hiring range maximum rate will equal the Pay Grade B hiring range minimum rate.
- ii. Pay Grade I will continue to not have a hiring range maximum rate.

Section 21.03: Hiring Ranges – New Employees

The following hiring ranges already reflect the adjustments provided for in Section 21.02A above.

Pay Grade	Classification	Effective July 1, 2022		Effective July 1, 2023	
		Hiring Range Minimum	Hiring Range Maximum	Hiring Range Minimum	Hiring Range Maximum
A	Copy Center Operator I Dispatcher Routing I School Children Attendant		\$13.52		\$14.00
B	Cashier I Copy Center Operator II Duplicating Machine Operator I Telephone Operator Office Support Assistant	\$13.52	\$14.17	\$14.00	\$14.65
C	Bowling and Billiard Center Attendant Cashier II Library Clerk Medical Office Assistant Multimedia Assistant Payroll Clerk Office Support Associate	\$14.48	\$15.13	\$14.91	\$15.56
D	Accounting Assistant Cashier III Collection Representative Dispatcher Routing II Duplicating Machine Operator II Medical Office Associate Payroll Specialist I Shipping/Receiving Clerk Transportation Clerk Typesetter II	\$15.60	\$16.25	\$16.07	\$16.72
E	Collections Specialist Copy Center Operator III Distribution Clerk Inventory Specialist Library Assistant Medical Records Technician Multimedia Operator Office Support Specialist Telephone Operator II Test Specialist Web Specialist I	\$16.68	\$17.33	\$17.18	\$17.83
F	Accounting Officer Duplicating Machine Operator III Library Specialist Medical Office Specialist Office Manager Payroll Specialist II Typesetter III Web Specialist II	\$17.96	\$18.61	\$18.50	\$19.15
G	Collections Assistant Manager Senior Library Specialist	\$19.35	\$20.00	\$19.93	\$20.58
H	Communication Services Specialist I	\$21.02	\$21.67	\$21.65	\$22.30
I	Communication Services Specialist II Events Administrator (Ticket Control)	\$23.11		\$23.81	

Hiring Ranges for new employees hired for the Chicago area offices are as follows:

Classification	Effective January 1, 2023		Effective January 1, 2024	
	Hiring Range Minimum	Hiring Range Maximum	Hiring Range Minimum	Hiring Range Maximum
Office Support Associate	\$18.08	\$18.73	\$18.62	\$19.27
Office Support Specialist	\$20.77	\$21.42	\$21.39	\$22.04
Office Manager	\$22.38	\$23.03	\$23.06	\$23.71

Section 21.04: Temporary Assignments

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such an assignment shall in no way interfere with the Union’s right to represent the employee and in no case shall the employee’s wage be reduced during such temporary assignment. The Union shall be notified of any such temporary assignment. Bargaining unit employees who are assigned to temporarily perform the distinguishing features (as determined by the class specifications) of a position in a higher classification shall be granted an adjustment of ten percent (10%) of their base pay, provided that the additional duties are performed for ten (10) consecutive workdays. At such time as the ten (10) consecutive workday minimum has been reached, the adjustment shall be retroactive to the first day of the assignment and continue until the employee returns to their previous assignment. There may be rare occasions when temporary assignments may be shifted, however, the Employer will not rotate said assignment for the purpose of circumventing the payment of temporary assignment pay.

Section 21.05: Promotion and Voluntary Demotion Pay Determinations

- A. In the case of promotion, the employee shall be paid the starting rate for the position or 10% higher than their old rate, whichever is greater. To the extent the employee’s new wage rate falls below the maximum hiring range rate for the new position, at the time of the promotion the hiring department may request that the employee’s pay be increased, up to the maximum of the hiring range, subject to the approval of the applicable Division Vice President and Human Resources. The University will notify the Union President of any such additional increase. The amount of any such additional increase shall be at the sole discretion of the University and shall not be subject to the grievance procedure.
- B. When an employee takes a voluntary transfer to a lower paid classification (voluntary demotion), they shall receive a rate equal to their current rate or the average rate currently being paid for that lower classification, whichever is lowest. However, if the average for the classification is less than 30% above the base rate for the lower classification, the employee shall receive a rate equal to their current rate or 30% above the base rate for the lower classification.

Section 21.06: Movement from Open Range

The following pay policies apply to employees moving from open range classifications to classifications represented by AFSCME Local 3236. In reviewing these situations, the hiring rate (pay grade minimum) of each respective classification will be considered when determining the employee's rate upon such move.

Promotion: To be considered a promotion, the hiring rate of the employee's current classification and the "new" classification will be compared. If the hiring rate for the new classification is at least 8% greater than the hiring rate of the employee's current classification, it is considered a promotion and the language pertaining to promotions in Section 21.05 shall apply.

Voluntary Demotion: As with promotions, the hiring rates of the employee's current classification and the "new" classification will be compared. If the hiring rate of the new classification is at least 8% lower than the employee's current classification, it is considered a voluntary demotion and the language pertaining to voluntary demotions in Section 21.05 shall apply.

Lateral Reallocation: As with Promotions and Voluntary Demotions, the hiring rates of the employee's current classification and the "new" classification will be compared. If the hiring rate difference between the two classifications is less than 8%, it is considered a lateral move and the employee maintains his/her current rate.

Section 21.07: Differential Pay

All bargaining unit employees who begin a work shift at or after 2:00 p.m. and prior to 10:00 p.m. will receive a 30 cent per hour second shift differential for all hours worked, in addition to their regular rate of pay.

All bargaining unit employees who begin a work shift at or after 10:00 p.m. and prior to 5:00 a.m. will receive a 40 cent per hour third shift differential for all hours worked, in addition to their regular rate of pay.

New differential rates shall only become effective upon ratification and approval of this Agreement.

Article 22: Entire Agreement

This Agreement constitutes the entire existing Agreement between the parties hereto and supersedes all prior agreements, commitments, or practices between the Employer, the Union, and the employees. This Agreement expresses all obligations and restrictions imposed on each of the respective parties during its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. Except as specifically and expressly provided in the Agreement, neither party is required to negotiate any issue during the term of this Agreement unless legally mandated.

Article 23: Termination

Section 23.01

This Agreement is effective July 18, 2022, and expires at 11:59 p.m., June 30, 2024 and shall be automatically renewed from year to year thereafter unless either party notifies the other in writing no earlier than 150 days but no later than 90 days prior to the beginning of each fiscal year that it desires to modify or terminate this Agreement. This Agreement shall remain in full force and effect during the entire period of negotiations for a successor or modified Agreement, and shall automatically be extended until such time as a successor or modified Agreement is approved by both parties, effective date of termination notwithstanding. Failure to reach agreement on any items legitimately subject to such negotiations shall revoke Article 5, No Strike - No Lockout.

Section 23.02

This Agreement shall automatically terminate in the event that the Employer ceases to employ any persons in positions in the bargaining unit.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers and representatives this 29th day of July, 2022.

On Behalf of the Board of Trustees of Illinois State University

BY

/s/ Angie Doolin
University Chief Spokesperson

/s/ Terri Goss Kinzy
University President

/s/ Janice Bonneville
Associate Vice President, Human Resources

/s/ Dan Stephens
Vice President, Finance and Planning

AFSCME, Council 31, AFL-CIO, For and On Behalf of Local 3236

BY

/s/ Renee Nestler
Staff Representative, AFSCME Council 31

Local 3236 Negotiating Committee:

/s/ Susan Alford

/s/ Marsha J. Perry

/s/ Trish Gudeman

/s/ Amanda H. Dingler

/s/ Travis Givens

**Memorandum of Understanding
between
Illinois State University
and
AFSCME Local 3236, Clerical Unit**

ADDITIONAL WAGE INCREASE PROCEDURE

The following procedure only applies to employees with five (5) or more years of continuous service within the AFSCME Local 3236 Clerical Bargaining Unit whose wage rate is below the maximum hiring range rate for the employee’s classification (a “Covered Employee”).

In May 2020 and in May of each Fiscal Year thereafter that the Collective Bargaining Agreement between Illinois State University and AFSCME Local 3236 (“the CBA”) is in effect, a Covered Employee may submit to his/her direct supervisor a written request (e.g., via email, letter, etc.) for an increase in his/her wage rate. Any increase is subject to the approval of the Covered Employee’s Department, the applicable Division Vice President, and Human Resources. When making this determination, factors the University may choose to consider include, but are not limited to, the availability of funds within the Department and the Covered Employee’s past performance. To the extent a formal evaluation of the Covered Employee, as provided in Article 18 of the CBA, has not been completed within the twelve (12) months preceding the date the Covered Employee requests the increase, the Department will complete a new evaluation prior to the University making its determination.

The Covered Employee will be advised of the final determination. If approved, the approved increase will be effective July 1 of the following Fiscal Year (e.g., a request from May 2022, if approved, will be effective July 1, 2022 – the first day of FY2023); the Covered Employee’s new wage rate may not exceed the then current maximum rate of the hiring range for the Covered Employee’s classification. Any such increase will not affect the Covered Employee’s eligibility for the applicable General Wage Increase for that Fiscal Year, as provided under Article 21, Section 21.01, of the CBA.

The determination of whether to grant an increase and the amount of any such increase shall be at the sole discretion of the University and shall not be subject to the grievance procedure in the CBA. The University will notify the Union of any increases approved through this procedure.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ Angie Doolin 7/27/22
Date

/s/ Renee Nestler 7/27/22
Date

/s/ Janice Bonneville 7/27/22
Date

/s/ Marsha J. Perry 7/27/22
Date

Memorandum of Understanding

between

Illinois State University

and

AFSCME Local 3236 Clerical

UNION STEWARD TRAINING TIME

The Union and the University mutually agree that trained Union Stewards are in the best interest of both parties. The parties agree:

- The Union will provide to the Director, Labor Relations and/or designee, a list of current Union stewards and communicate any changes in a timely manner.
- The Union will provide the Director, Labor Relations and/or designee a list of members who will be requesting to attend the training as soon as possible, but no less than one week in advance of steward training.
- The Union member requesting to attend steward training must request and receive approval from their supervisor in accordance with Department procedures.
- The Union member, with prior Management approval, may use vacation, compensatory time, or dock time to attend Union steward training.
- As a reminder, for purposes of benefit calculation this dock time is treated like any other dock time.

This agreement expires on June 30, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

/s/ Angie Doolin

7/27/22

Date

/s/ Renee Nestler

7/27/22

Date

/s/ Janice Bonneville

7/27/22

Date

/s/ Marsha J. Perry

7/27/22

Date