

CONTRACT

By and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

LOCAL #3700
THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES
AFL-CIO
CLERICAL/ADMINISTRATIVE BARGAINING UNIT

Effective August 29, 2004 through August 25, 2007

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C O N T R A C T
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THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
and
THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO
CLERICAL/ADMINISTRATIVE BARGAINING UNIT

This contract made and entered into by and between The Board of Trustees of the University of Illinois, a public corporation (hereinafter referred to as EMPLOYER), and the American Federation of State, County, and Municipal Employees, Council 31, for and on behalf of Local 3700 (hereinafter referred to as UNION) representing certain staff employees of the Employer identified in Article II hereof.

ARTICLE I
AUTHORIZATION AND PURPOSE

Section 1. Authorization.

This contract is authorized by 115 ILCS 5/1 et seq. and 110 ILCS 70/36d.

Section 2. Purpose.

It is the purpose of this contract to promote sound and mutually beneficial relationships between the Employer and the Union, to promote the quality and performance of the University of Illinois, to provide for the constructive resolution of problems and issues that may arise and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

**ARTICLE II
RECOGNITION**

Section 1. Classes Represented

- a) The Employer recognizes the Union as the exclusive representative in all negotiable matters pertaining to wages, hours and terms and conditions of employment for the following classes of full time and regular part-time educational employees as certified by the Illinois Educational Labor Relations Board (IELRB Case #91-RC-0028-S) and as amended and employed by the Employer at Urbana-Champaign, Illinois and offices at other locations which report administratively to the Urbana-Champaign Campus:

Food Service Administrator I	Assistant Program Director
Housing Administrator II	Microfilm Operator/Technician I
Program Advisor	Microfilm Operator/Technician II
Personnel Assistant II	Microfilm Operator/Technician III
Bilingual Secretarial Assistant	Secretary I
Clerical Assistant	Cooperative Extension Secretary I
Equipment Attendant	Secretary II
Main Desk Attendant	Cooperative Extension Secretary II
Cashier I	Secretary III
Cashier II	Cooperative Extension Secretary III
Cashier III	Secretary IV
Cashier IV	Cooperative Extension Secretary IV
Clerk	Staff Secretary
Bookstore Clerk I	Collection Specialist I
Bookstore Clerk II	Collection Specialist II
Library Clerk I	Collection Specialist III
Library Clerk II	Inventory Specialist
Library Clerk III	Supervisor of University Union Operations
Medical Insurance Specialist I	Accounting Clerk
Medical Insurance Specialist II	Account Technician I
Medical Insurance Specialist III	Account Technician II
Chief Clerk	Account Technician III
Chief Library Clerk	Shipping/Receiving Clerk
Inventory Clerk	Typesetter II
Medical Record Technician	Typesetter III
Staff Clerk	Pharmacy Technician I
Coordinator of Tenant Union Program	Pharmacy Technician II
Public Safety Telecommunicator	
Payroll Clerk	
Payroll Specialist I	
Payroll Specialist II	
Payroll Specialist III	

But excluding those excluded employees as set forth in 115 ILCS 5/2(b) of the Illinois Educational Labor Relations Act.

- b) A classification title change will not remove employees from the bargaining unit as long as they are performing substantially the same work. Any new classification covering the same work will become part of the bargaining unit covered by this contract.
- c) If the inclusion of a new position classification into the bargaining unit is agreed to by the parties or found appropriate by the Illinois Educational Labor Relations Board, such classification shall be covered by this Agreement and the parties shall negotiate as to the rate of pay.
- d) In the event a new or changed classification title is determined to belong in the bargaining unit pursuant to (b) or (c) above, the parties shall jointly take the steps required, if any, in order to be in compliance with the procedures of the IELRB relative to adding new or changed classifications to the bargaining unit.

Section 2. Union Exclusivity

In light of the fact that the Union is the exclusive representative for the classes of employees as set forth above, the Employer agrees not to negotiate wages, hours or other terms and conditions of employment with any other labor organization or employee organization relative to bargaining unit employees. Also the Employer agrees not to negotiate such matters individually with bargaining unit employees.

ARTICLE III AUTHORITY OF CONTRACT (LIMITATIONS)

Section 1. Limitations

- a) This contract is subject to: 1) applicable Federal and State Laws and regulations issued thereunder as may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as may be amended from time to time; 3) rules and regulations of the State Universities Retirement System as may be amended from time to time; 4) the statutes and rules promulgated by The Board of Trustees of the University of Illinois as they exist on the effective date of this contract; 5) provisions of Policy and Rules as they exist on the effective date of this Agreement, or as amended; each of which is incorporated herein by reference.
- b) In the event of conflict among any of the foregoing and any provisions of this contract, the former shall prevail, except for conflicts with Policy and Rules, in which case the provisions of this contract shall prevail.
- c) The University reserves the right to modify or add policies, rules and/or regulations, which are permissive subjects of bargaining. The University shall notify the Union when considering a change to a policy, rule or regulation, which pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.

**ARTICLE IV
NON-DISCRIMINATION**

Equal Opportunity

There will be no discrimination by either Union or Employer with respect to any applicant or candidate for employment or employee, because of race, creed, color, national origin, ancestry, religion, sex, age, sexual orientation, marital/parental status, disability or status as a disabled veteran or a veteran of the Vietnam era.

**ARTICLE V
EMPLOYER RIGHTS**

The Board of Trustees and its administrative officers, pursuant to 110 ILCS 305/1 et seq., possess the sole right to operate the University and all management rights repose in it. Except as specifically modified by other articles of this Agreement, the Union recognizes the exclusive right of the University to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to actions necessary to plan, direct, control and determine all the operations and services of the University.

**ARTICLE VI
UNION RIGHTS**

Section 1. Protected Union Activity

Each employee may make his/her own personal decision with respect to Union membership without intimidation or coercion. There will be no discrimination by either party against any employee because of authorized Union activity, Union membership or non-membership or because the employee is acting as a representative of the Union.

Employees will be permitted a reasonable amount of paid "release" time for attendance at Joint Employer-Union Committee meetings conducted pursuant to the terms of this Agreement. Employees will also be paid for grievance handling as set forth in Section 6 of the Grievance Procedure. In addition, a Union bargaining committee of twenty-five (25) employees will be paid for time spent in contract negotiations which are conducted during their regularly scheduled hours of work. Employees must receive prior departmental approval to attend, which will normally be given subject to operating requirements.

Section 2. Notification of Recognition

The Employer will notify all new personnel hired to work in the classes covered by this contract that Council 31, Local 3700 of the American Federation of State, County, and Municipal Employees is the authorized negotiating representative for the employees described in Article I. The Employer will notify the Union of the name and address of new appointments and terminations in the classifications covered by this contract.

Section 3. Union Bulletin Boards

Upon approval of the Labor Relations Section of the Campus Personnel Services Office, the Union may have posted certain notices and bulletins upon bulletin boards designated by the Employer. These notices and bulletins will be on the official letterhead of the Union, being signed by an officer thereof and stamped "approved for posting" by the Employer. Notices and bulletins permitted to be posted are:

1. Notices of Union meetings.
2. Notices of Union elections.
3. Notices of Union appointments and results of Union elections, and any others which the Employer may approve. Such approval shall normally be given.

Section 4. Information Provided to Union

At least once each month, the Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees on a departmental basis: New hires, promotions, demotions, reallocations, layoffs, recalls from layoff, reassignments, leaves, returns from leaves, discharges, terminations and reclassification.

In addition, the Employer shall furnish the Union at least two (2) times a year a list of confidential employees who would otherwise be covered by this Agreement and seniority lists for employees covered under this Agreement. In addition, a separate list will be furnished which includes employee name, campus address with campus e-mail, mail code, campus phone number (if any), class code, step, anniversary date and FTE percentage.

Such information will be furnished in hard copy form or on a P.C. disk where available and will contain employee's social security numbers and home addresses.

Section 5. Union Meetings on Premises

The Union, as a Registered Organization, may request to reserve and use University facilities for Union activities on the same basis as other Registered Organizations.

Section 6. Union Leave

Departmental operations permitting, time off without pay will be allowed to authorized Union Representatives for the purpose of attending Union functions of more than two (2) day's duration. Under normal circumstances, employees will provide a minimum of thirty (30) calendar days advance notice. Departmental operations permitting, time off without pay will also be allowed to authorized Union Representatives to attend Union functions of two (2) days or less with reasonable advance notice. In either case, the affected employee(s) will be allowed to use any accumulated vacation or compensatory time in lieu of taking such time off without pay.

Section 7. Distribution of Union Literature

The Union, as a Registered Organization, will be permitted to use the Campus Mail on the same basis as other Registered Organizations.

Section 8. Leave for Union Office

The Employer may grant requests for Leave of Absence for Union office. If granted, time of leave shall not exceed two (2) years. Such request shall not be unreasonably denied.

**ARTICLE VII
WAGES**

Section 1. Method of Establishment of Wages

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

Section 2. Effective Date of Wages

Wages established in this contract shall become and remain effective as specified in Appendix "A" and a part hereof, except as otherwise provided herein.

Section 3. Wages

Basic straight time hourly rates are and shall be as set forth in Appendix "A" attached hereto and a part hereof.

Section 4. Compensation of Employees

Wages increases due at the completion of any longevity requirements shall be effective at the beginning of the payroll period in which the time requirement is satisfied. Notwithstanding anything contained herein, increases in wage and salary benefits awarded and agreed to in Appendix "A" shall be given and apply only to employees of the Board of Trustees of the University of Illinois covered by Appendix "A" and then only if those employees are actually in the employ of said Board of Trustees as of the date of the ratification of this Agreement and to so

described employees who are hired thereafter, except that employees who leave the Bargaining Unit after contract expiration and prior to the date of signing of this Agreement will be entitled to any applicable retroactive wage increase, provided such employee(s) submit a written request to the Records Section of the Campus Personnel Services Office for such wage increase within ninety (90) calendar days of the signing of this Agreement.

Section 5. Wages – 1st Contract Year (08/29/04 – 08/27/05)

Employees on Steps 10 through 22 shall receive a four percent (4%) step increase on their anniversary date. Employees on Step 23 to Step 32 shall receive a two percent (2%) step increase on their anniversary date.

Current employees having anniversary dates after February 26 (February 26, 2005 was the end of the 13th pay period in Year 1) through August 28th shall have dates adjusted to a common anniversary date of March 1. The anniversary dates of current employees which fall after August 28th through February 26th shall be retained. The anniversary dates of employees hired into classifications covered by the parties' contract subsequent to March 22, 2005, shall be based on their date of hire into the covered classification

Also, effective close of business 08/27/05, Step 10 of the step program will be eliminated and any employees previously on that step shall be moved to Step 11.

Employees shall not receive an across the board increase in Year 1, but shall instead receive a lump sum payment in the amount of \$300, less required withholdings. Said lump sum payment will not affect employees' base rate of compensation and shall be made as soon as practicable after full execution of the new contract.

Section 6. Wages – 2nd Contract Year (08/28/05 – 08/26/06)

All employees in the bargaining unit shall receive an across the board increase of one percent (1%) effective 08/28/05.

Employees on Steps 11 through 32 shall receive a two percent (2%) step increase on their anniversary date.

Section 7. Wages – 3rd Contract Year (08/27/06 – 08/25/07)

All employees in the bargaining unit shall receive an across the board percentage increase the equivalent of the percentage wage increase established by the UIUC Provost for civil service employees for academic year 2006-2007, less two percent (2%), effective 08/27/06. Notwithstanding this formula, the parties' agree that all employees shall receive no less than one and a half percent (1.5%) effective 08/27/06 for an across the board percentage increase.

Employees on Steps 11 through 32 shall receive a two percent (2%) step increase on their anniversary date.

ARTICLE VIII HOURS OF WORK AND OVERTIME

Section 1. General Provisions

- A) This section is intended only as a basis for calculating overtime payments and nothing in this section shall be construed as a guarantee of hours of work per day, per week or per year. In addition, this section does not preclude schedules of less than seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week; which schedules shall be considered to be part-time.

Full-time employees shall have a basic work day of seven and one-half (7 1/2) hours and a basic work week of thirty seven and one-half (37 1/2) hours to be worked in five (5) consecutive days; Monday through Friday except as set forth in the next two (2) paragraphs of this Section A. The starting and quitting times for the normal day shift are between 8:00 a.m. and 5:00 p.m. or flex-time variations thereof. Starting and quitting times will remain in effect unless changed pursuant to the provisions of Section 8(B) of this Article. By mutual written agreement between the Employer and employee, the full-time work schedule in the work week may consist of a basic work day in excess of seven and one-half (7 1/2) hours during each of four (4) days and shall not exceed thirty seven and one-half (37 1/2) hours per week. In such cases, daily overtime will be paid to non-exempt employees for work in excess of the basic work day or basic work week; notwithstanding the provisions of Section 1. B (below) of this Article. Exempt employees will not receive daily or weekly overtime pay.

Employees who work in units which require extended operating hours and/or service levels may be assigned weekly schedules of five (5) days; not Monday through Friday and may "bridge" two (2) work weeks. Currently units with such schedules include Assembly Hall, Illini Union, Housing Division, Krannert Center, Library, McKinley Health Center, O&M (Public Safety Telecommunicators) and Police Training Institute. Current work schedules will remain in effect unless changed pursuant to the provisions of Section 8(B) of this Article.

Employees who work in Operating Units where a thirty seven and one-half (37 1/2) hour work week and seven and one-half (7 1/2) hour work day is determined by the Unit to not be feasible or practicable may be placed on different daily/weekly work schedules, with the understanding that the work year for such employees is 1950 hours to be worked between July 1 and June 30 of each year. For such employees overtime will be paid for work in excess of their basic work day or basic work week; notwithstanding the provisions of Section 1.B (below) of this Article. The Employer will notify the Union in writing at least forty-five (45) days in advance of July 1 of each year as to the identity of such units; thereafter any

subsequent changes in the identity of such units will also require forty-five (45) days written advance notice to the Union.

- B) Non-exempt employees (Food Service Administrator I, Housing Administrator II, Program Advisor, Assistant Program Director and Coordinator of Tenant Union Program are exempt employees) working daily (over seven and one-half (7 1/2) hours) or weekly (over thirty-seven and one-half (37 1/2) hours) overtime shall be paid one and one-half (1 1/2) times the employees regular hourly rate unless compensatory time off is mutually agreed to as described in Section 2 of this Article. Said regular hourly rate shall be the basic straight time hourly rate plus any applicable differentials plus any other amounts required by Federal Law to be included in the rate of pay for purposes of computing overtime. In no event shall the regular hourly rate be less than the basic straight time hourly rate. Employee's regular schedules shall not be altered to prevent or circumvent the payment of overtime. Benefit hours paid such as vacation, sick leave, funeral leave, jury duty and approved events shall be counted as hours worked for purposes of overtime. Overtime work shall be limited to unusual, essential or emergency situations and insofar as practicable shall be fairly distributed. No overtime will be worked except with the express approval of the Employer. The Employer requires that an eligible employee receive overtime compensation in the event that a supervisor permits overtime to occur although not expressly approving or authorizing it. In order to avoid liability as stated, a supervisor must expressly and effectively prohibit overtime work, including so-called "voluntary" overtime.
- C) Whenever practicable employees who are required to work overtime will receive forty-eight (48) hours advance notice. All employees may be required to work overtime. However, an exception to this rule will be made if the Employer is able to make alternate arrangements to complete the required overtime work.
- D) Employees who are not on a work schedule with starting and quitting times between 8:00 a.m. and 5:00 p.m. and who work a regular shift which ends after 3:00 p.m. will receive a shift differential of twenty-five cents (.25) per hour for all hours worked on the shift provided the majority of the hours are worked after 3:00 p.m. Employees who are not on a work schedule with starting and quitting times between 8:00 a.m. and 5:00 p.m. and who work a regular shift which ends after 11:00 p.m. will receive a shift differential of thirty-five (.35) per hour for all hours worked on the shift provided the majority of the hours are worked after 11:00 p.m.

Section 2. Compensatory Time

Employees entitled to overtime pay under the terms of this Agreement may elect to take compensatory time off in lieu of overtime pay, provided however, that the employee and the supervisor must mutually agree to compensatory time off (at the time the overtime work is offered); otherwise the employee will receive overtime pay. Compensatory time will be at the rate of one and one-half (1 1/2) hours for each hour of overtime worked. Compensatory time may not be accrued in excess of seventy-five (75) hours. Earned compensatory time off to be taken must be scheduled and approved in advance by the supervisor. Approval for compensated time off will be subject to the Employer's operational needs.

Section 3. Call-Back

- (a) Call-back is defined as an official assignment of overtime work which does not continuously precede or follow an employee's regularly scheduled shift. Approved time not worked for the employee's convenience does not break the continuance of such shift.
- (b) Whenever an employee works a call-back assignment as defined above, he/she shall receive a minimum of two (2) hours pay, or be paid for actual time worked, whichever is greater, at applicable overtime or premium rate. Employees who are called to work on their scheduled day off will also receive a minimum of two (2) hours pay or be paid for actual time worked, whichever is greater, at applicable overtime or premium rate.
- (c) Employees shall not be required to work for more than twelve (12) consecutive hours without at least eight (8) hours off between shifts.

Section 4. Rest Periods

Subject to operational necessity, there shall be two (2) paid rest periods of fifteen (15) minutes each during each full time shift; one (1) during the first half of the shift and one (1) during the second half of the shift.

If an employee believes she/he is improperly denied a rest period by her/his supervisor, then the employee may request her/his supervisor to identify the operational necessity for the denial and the supervisor shall provide a prompt response to the employee.

Scheduling of rest periods shall be done by the supervisor. Such rest periods may not be cumulative or made the basis for a late starting or an early quitting time or additional compensation.

Section 5. Meal Periods

Work schedules shall provide for the work day to be broken approximately midpoint by an uninterrupted, unpaid meal period of not less than thirty (30) minutes and no more than one (1) hour, as established in individual departmental work schedules. However, this shall not preclude work schedules which provide for a paid meal period.

Section 6. Work Required During Meal Period

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 at a reasonable alternative time, they shall have such time treated as hours worked.

Section 7. Flex Time Work Schedules

Where practicable departments shall endeavor to accommodate requests for flex-time work schedules. Such schedules will be arranged by mutual written agreement between the Employer and the employee.

Section 8. Shift Schedules

- A) Since the needs of the Employer's operations require variations in staffing levels, and scheduled hours or shifts, the shift's startings and endings will conform to those requirements.
- B) When regular work schedules, other than existing work schedules, are required to meet operational needs, such schedules may be changed with reasonable advance notice, but not less than fifteen (15) calendar days, to the employee(s) and the Union. Upon request from the Union the Employer shall meet and discuss the reasons for such change. This section applies to permanent schedule changes only.

ARTICLE IX LABOR/MANAGEMENT CONFERENCES

The Union and the Employer mutually agree that in the interest of harmonious employee relations, it is desirable that meetings be held between representatives of the Union and representatives of management; such meetings to be referred to as "Labor-Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, may be considered. However, such meetings shall be exclusive of the Grievance Procedure provided in ARTICLE XVII and formal grievances shall not be considered at such meetings. Either the Union or the Employer may request a Labor-Management Conference which will occur at a mutually agreed upon time after said request. Any such Labor-Management Conference will be scheduled by the Campus Labor Relations Section and the Union. A Labor Relations Specialist or Personnel Officer will be present at any such scheduled conference. The party requesting a Labor-Management Conference shall provide the other party with an agenda of the issues to be discussed prior to the scheduled conference. The number of employee participants in the conference will be mutually agreed in advance. Attendance by employees at such conferences during the employee's regular scheduled working hours shall be without loss of pay. Employees must receive advance approval to participate in and/or attend such conference. Such approval shall not be unreasonably denied.

ARTICLE X DISCIPLINE

Section 1. Definition

The Employer agrees with the tenets of progressive and corrective discipline. Progressive discipline is intended to correct employee deficiencies and shall consist of any or all of the following:

- a) Oral warning
- b) Written reprimand
- c) Suspension
- d) Discharge

Discipline will be issued for just cause and will be issued as soon as practicable after the Employer is aware of the event or action giving rise to the discipline.

Section 2. Manner of Discipline Issuance

Discipline will be issued to an employee in a private manner so as not to cause unnecessary embarrassment to the employee.

Section 3. Oral Warning

In cases of oral warning, the supervisor must inform the employee that he/she is receiving an oral warning and of their right to Union representation. The employee shall also be given the reasons for the warning.

Section 4. Predisiplinary Meeting

When the Employer is contemplating discipline other than oral warning, a predisiplinary meeting will be held. The Employer shall notify the employee and the Union of the meeting and the reason(s) for such contemplated discipline. Employees shall be informed of their rights to Union representation and shall be entitled to representation at all times during this disciplinary process. The employee and Union representative shall be given the opportunity to rebut the reasons for such contemplated discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

Section 5. Notification of Disciplinary Action

In the event disciplinary action is taken against an employee, other than issuance of an oral warning, the Employer shall promptly furnish the Union president or designee and the employee with written notice of such disciplinary action and the reasons therefore.

Section 6. Disciplinary History

All history of discipline will remain as part of the employee's official personnel file. However oral warnings or warning letters which were issued twenty-four (24) or more months prior to a current related disciplinary action, will not be considered in such current related disciplinary action provided that the employee has received no form of discipline during this twenty-four (24) month period. An oral warning or written reprimand (unless given in lieu of a suspension or discharge) will not prevent an employee from being considered for promotion or transfer under Civil Service rules. Letters of expectation shall not be considered as discipline and will remain as part of the employee's personnel record.

ARTICLE XI PERSONNEL FILES

Section 1. Official Personnel File

The Employer's Campus Personnel Office maintains the official personnel file for covered employees. When any document related to disciplinary action is placed in an employee's official personnel file, the Employer shall furnish the employee a copy of such document.

Section 2. Employee Review of Official Personnel File

Employees will be permitted to review their official personnel file pursuant to provisions of the Illinois Employee Access to Records Act (820 ILCS 40/1 et seq.) If authorized by an employee in writing, the Union may also review the official personnel file pursuant to relevant provisions of this Act. Such review may be made during working hours, with no loss of pay for the time spent, and the employee may be accompanied by a Union representative if he/she so wishes. Reasonable requests to copy documents in the files shall be honored.

Employees (and the Union) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth above.

Section 3. Employee Notification

A copy of any material related to employee performance which is placed in the personnel file shall be submitted to the employee. Employees may dispute information in the file and if unable to reach an agreement with the University on correcting or removing that information, may submit a statement to be attached to the disputed material as long as it is part of the file.

Section 4. Necessary to Employment Information

Information about employees in the official personnel file or file maintained by the employing department shall include only that which is necessary and relevant to employment and should be used only for those purposes.

ARTICLE XII BENEFITS

Section 1. Employer Controlled Benefits.

Benefits under the control of the Employer will not be diminished during the life of this contract and improvements in such benefits will be made applicable to employees covered by this contract on the same date that such improvements are made applicable to other employees of the Employer.

Section 2. Holidays.

- a) The University recognizes eleven (11) holidays. Eligible employees will be excused with full pay, except for necessary operations, on New Year's Day, Memorial Day (as determined by the law of the State of Illinois), Independence Day, Labor Day (first Monday in September), Thanksgiving Day (the fourth Thursday in November), Christmas Day, and on five (5) other holidays. These five (5) will be designated by the Chancellor. To be eligible for holiday pay an employee must have worked his/her last full scheduled workday prior to and his/her next full scheduled workday after the holiday. Exceptions may be allowed in cases of absences excused by the employee's supervisor for justifiable reasons.

- b) Holiday While on Vacation or Leave.

When the holiday falls while an employee is on approved vacation or leave, the holiday will not be charged against his/her vacation or leave.

- c) Saturday, Sunday Holidays.

When a holiday falls on Saturday, the preceding Friday will be treated for all purposes as the holiday and when a holiday falls on Sunday, the following Monday will be treated as a holiday. This applies only to employees who work a Monday through Friday schedule. For employees who work other than a Monday through Friday schedule, the calendar holiday will be observed as the holiday.

- d) Holiday on Non-Work Day.

An eligible employee, other than a part-time employee, who works other than a Monday through Friday schedule and who is not scheduled to work on a calendar holiday, will receive, as necessary operations permit, either (1) a scheduled workday off within two (2) weeks of the recognized holiday, or (2) an additional day's pay at his/her regular rate.

- e) Work Required on Holiday.

In the event that work is required on any recognized holiday for the particular University organizational unit, employees, in addition to regular compensation will receive additional payment at the rate of time and one-half (1-1/2), or, if mutually agreed to, by time off at the rate of time and one-half (1-1/2), or any combination thereof.

Section 3. Employee Development and Educational Benefits.

The employer agrees to provide employees tuition and fee waivers and/or reimbursement and other educational benefits in accordance with Policy and Rules. Off-Campus employees will be permitted to attend colleges and/or universities with whom the University of Illinois has a reciprocal course tuition and fee waiver agreement on the same basis and under the same conditions as Champaign/Urbana Campus employees.

Eligible children of qualified University employees with at least seven (7) years of employment service may receive 50% tuition waiver for undergraduate education at any campus within the University of Illinois system. Children must qualify for admission under the same requirements, standards and policies applicable to general applications.

Initial training for employees in the application of the basic skills required by Civil Service for a position shall be provided, as determined by the Employer. When new technology or other changes in the work place require additional training, as determined by the Employer, such training shall be provided.

Section 4. Vacation and Personal Leave.

- a) All employees who are not exempt under the Fair Labor Standards Act shall accrue and have available accrued vacation in accordance with the following schedule:

At Least	Years of Service Completed Not more Than	Rate Earned Per Hour Of Pay-Status Service (Exclusive of Overtime)	Approximate Vacation Days Earned in One Year
0	3	.0462	12
3	6	.0577	15
6	9	.0692	18
9	14	.0808	21
14		.0962	25

- b) All employees who are exempt under the Fair Labor Standards Act shall accrue and have available accrued vacation in accordance with the following schedule:

At Least	Years of Service Completed Not More Than	Rate Earned per Hour Of Pay-Status Service (Exclusive of Overtime)	Approximate Vacation Days Earned in One Year
0	3	.0962	25
3	6	.1000	26
6	9	.1038	27
9		.1077	28

- c) An employee may use earned Vacation and Personal Leave during his/her first six (6) months of pay-status service.
- d) Vacation and Personal Leave may be taken in tenth-hour increments.
- e) Vacation and Personal Leave will be paid to an employee at his/her hourly rate for his/her regularly scheduled hours of work, exclusive of any overtime and/or any other premiums.
- f) Subject to operational needs of the University, the department will schedule vacation of employees and will endeavor to honor employee requests for specific vacation periods.
- g) Upon termination of employment, an employee shall be paid for any vacation and Personal Leave accumulated as of his/her last scheduled work day. The effective date of the termination is the last day worked and is not extended by payment of the Vacation and Personal Leave benefit.

Section 5. Funeral Leave.

- (a) Paid Leave of three (3) days will be granted to an eligible employee upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, and/or grandparents of immediate family; and one (1) day to attend the funeral of a relative other than above outside the employee's household.
- (b) Immediate family is defined as: father, mother, sister, brother, spouse, and children. Biological, adopted, foster, legal wards, step or in loco parentis relationships are considered as immediate family. In-laws are defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, and daughter-in-law.
- (c) An aunt, uncle, niece, nephew, and cousin are regarded as members of the immediate family only if in residence in the employee's household.
- (d) For purposes of application of Funeral Leave, relationships existing due to marriage will terminate upon the death or divorce of the relative through whom the marriage

relationship exists. Current marital status will be defined in accordance with Illinois State law.

- (e) The number of hours of authorized absence for a day of Funeral Leave is defined as: 1/5 of the full-time weekly work schedule of the employee's classification times the employee's percent time of appointment.
- (f) The amount of Funeral Leave pay is determined by multiplying the eligible employee's regular straight-time hourly rate (or benefit hourly rate) by the number of hours of authorized absence (up to the maximum number of hours permitted). Paid Funeral Leave may be used only on days an employee is scheduled to work.
- (g) Leave, with or without pay, may be approved by the designated supervisor under special circumstances to extend an employee's Funeral Leave.

Section 6. Jury Leave.

An employee, upon request, shall be granted a leave of absence with pay at his/her regular rate for non-overtime scheduled hours when called for Jury Duty or subpoenaed by a court. An employee on a normal workday schedule, e.g., 8:00 a.m. to 5:00 p.m., who is serving Jury Duty is expected to report for work whenever his/her services are not required by the court. If, after being excused by the court, four (4) or more hours remain in his/her University schedule for that workday, an employee must call his/her supervisor for report-to-work instructions unless earlier arrangements were approved.

An employee on a deep night shift, e.g., commencing at 10:00 p.m. or later, will be granted Jury Duty leave for the shift immediately preceding a day on which required to report for Jury Duty. At the conclusion of the required Jury Duty, such an employee is expected to report for work at the beginning of the first shift that commences eight (8) or more hours after being excused from Jury Duty, e.g., if an employee is excused at or before 2:00 p.m., the employee is to report on his/her next scheduled shift.

An employee on a morning shift, e.g., commencing at 6:00 a.m. or later, or on an afternoon shift, e.g., commencing at 2:00 p.m. or later, will be granted Jury Duty leave for the shift occurring on the same calendar day as that on which he/she is required to report for Jury Duty; however, an employee on an afternoon shift who reports for Jury Duty and who is excused prior to the time that his/her shift commences must call his/her supervisor for report-to-work instructions unless earlier arrangements were approved.

An employee with a part-time appointment normally will be granted leave with pay for the hours or days that he/she is excused for Jury Duty and for which he/she has been scheduled to work.

Employees on a leave of absence for Jury Duty when a holiday occurs will receive their normal holiday pay. Actual Jury Duty service on the holiday will not result in additional compensation or time off as such Jury Duty service is not University employment.

Section 7. Sick Leaves.

- a) An employee shall accumulate paid sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that he/she is in pay status, or approximately twelve (12) days per year for an employee who works 1950 hours.
- b) Accumulated sick leave may be used for illness of, injury to, or need to obtain medical or dental consultation for the staff member, the staff member's spouse, children, parent, or members of the household. A staff member may use sick leave for pregnancy. During the 12-month period immediately following the adoption or birth of a child, sick leave may be used for a period of time, not to exceed twelve weeks, to care for that child. (Refer to Policy and Rules - Nonacademic, Rule 11.07, Family and Medical Leave, for the definition of "parent"). The use of accrued sick days will be in accordance with state law which provides the following order:
 - 1) Sick leave accumulated before January 1, 1984.
 - 2) Sick leave accumulated on or after January 1, 1998.
 - 3) Sick leave accumulated on or after January 1, 1984 but before January 1, 1998.

If the state law changes, the above order will be amended to comply with state law.
- c) Upon termination of employment for any reason, or upon indeterminate layoff of six (6) months or more, an employee or the employee's estate is entitled to be paid at half rate for unused sick leave which was earned between January 1, 1984 and August 1, 1998.
- d) The employee's supervisor may require the employee to provide evidence to substantiate the reason for the absence, including a physician's certificate, if the supervisor has sufficient justification to believe that the employee does not have a valid reason for requesting sick leave.
- e) Sick Leave may be taken in tenth-hour increments.

Section 8. Military Leave

- a) Leave of absence with pay at an employee's regular rate shall be granted an eligible employee who is an officer or enlisted person in the Illinois National Guard, the Illinois Naval Militia, or the reserve components of the Armed Forces called for Limited Training or Emergency Call-up. The length of the Military Leave for Limited Training with pay will not exceed standards established by federal or state regulations for training activities required to maintain standing in the above military units. In the event the required annual Limited Training is extended beyond fifteen (15) days or an Emergency Call-up is extended beyond thirty (30) days, the employee will be granted leave without pay for such additional days. In the event the Limited Training service is requested by the military authorities, the employee may be granted leave without pay if operating requirements of the University permit.

- b) Leave for Service in the Armed Forces of the United States without pay shall be granted an eligible employee who enlists or is inducted into such service. In accordance with provisions of the Universal Military Training and Service Act of 1951 and the Armed Forces Reserve Act of 1955, as amended, such an employee will be restored to a position of like seniority, status, and pay if (1) his/her discharge is under conditions other than dishonorable, (2) he/she requests reemployment within 90 days after discharge, and (3) he/she is qualified physically and mentally to perform the duties of the position. If, as a result of the service in the Armed Forces, he/she is not physically or mentally qualified to perform the duties of such a position, the former employee will be restored to a position for which he/she is qualified to perform the duties and which will provide him/her the seniority, status, and pay, or the nearest approximation thereof consistent with the circumstances of the case.

Section 9. Special Leave of Absence

Whenever practicable and operations permitting, the Employer will grant requests for full or part-time Special Leave of Absence without pay for up to twelve (12) months. Examples of such leave include:

- a) An employee who has exhausted his/her sick and disability benefits and who is still unable to return to work, or
- b) An employee engaged in public interest work or furthering his/her education, or
- c) Child care and family responsibility beyond the University's Sick Leave Policy, or
- d) An employee who wants to be with his/her spouse while he/she is on sabbatical leave.

Upon request by the employee, such leave may be extended.

When an employee returns from any leave of absence permitted by this Agreement, the Employer shall return the employee to the same position classification in which the employee was incumbent prior to the commencement of such leave, seniority in their classification permitting.

Section 10. Sick Leave Bank

Bargaining unit employees may use vacation time to initiate their participation in the Shared Benefits Program if they do not have enough sick leave accrued (under the Program's Guidelines) to initiate such participation. Employees who enter the program through the use of vacation time must exhaust all sick leave and vacation prior to being eligible to receive benefits from the Sick Bank.

Section 11. Maternity/Paternity Leave

Bargaining unit employees will be eligible for two (2) weeks paid maternity/paternity leave, limited to one (1) leave per newborn infant, per year. A bargaining unit employee will also be eligible for this leave with a new adoption. An employee requesting maternity/paternity

leave must submit a request to the employing unit for approval. Such maternity/paternity leave will be administered in accordance with Policy and Rule 11.15.

ARTICLE XIII HEALTH AND SAFETY

Section 1. General

Consistent with the standards set by the Illinois Department of Labor, the Employer shall provide a safe and healthful workplace. Therefore, the Employer agrees to make adequate provisions for the safety and health of employees covered by this contract during the hours of their employment. Appropriate safety rules will be posted in the department. The University will pay the cost of all safety items that it requires its employees to use while on the job. The Employer shall be responsible for informing employees about Rules, Regulations and Procedures. The Union supports the use of safety equipment on the job. This section is not meant to nullify any other safety equipment program now in existence. The Employer shall provide the Union with a copy of its current written Health and Safety policies, rules and regulations as published in the Campus Administrative Manual.

Section 2. Union - Management Health and Safety Committee

It is agreed that a joint Union-Management Health and Safety Committee will be established with six (6) representatives from Management and six (6) representatives from the Union. The Committee may consist of additional members by mutual agreement. The Committee will hold meetings when either party deems necessary to consider and review health and safety conditions. Upon written request the joint committee will be furnished relevant reports which concern the health and safety of bargaining unit employees.

If the committee determines that an unsafe or unhealthful working condition is in existence, the Employer will endeavor to correct such condition within a reasonable period of time.

Section 3. Video Display Terminals

The University places a high concern on the safety and well being of its staff. The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals and their effect on the health and safety of the operators.

Operating Units that use Video Display Terminals will use them in such a manner as to provide a safe and healthful working environment. Accordingly, employees will not be required to view an operating VDT screen for more than two (2) consecutive uninterrupted hours.

Pregnant employees and employees who are nursing and who regularly operate VDTs may, upon request, be permitted to adjust or otherwise change assignment, if such adjustment or change can reasonably be made and is consistent with the University's operating needs. The employee shall, upon request, be granted illness or appropriate leave, for the duration of the pregnancy and/or nursing, pursuant to the appropriate Leave of Absence provision.

Section 4. Ergonomics

The Employer shall endeavor to provide ergonomically correct equipment.

Section 5. Immunization

If employees are regularly assigned to work in an area where occupationally related disease could be contracted, such employees will be immunized by the Employer from such disease.

ARTICLE XIV UPWARD MOBILITY PROGRAM

Section 1. Goals and Priorities

The University of Illinois and AFSCME are committed to improving career advancement opportunities for employees in classifications covered under this Agreement. It is the goal of the University and the Union to provide employees with enhanced training and promotional opportunities through an Upward Mobility Program.

The Upward Mobility Program is a joint labor/management initiative designed to explore, define, and where practicable, develop and offer opportunities for employee personal development and career enhancement, within the framework of University Policy and the State Universities Civil Service System Statute and Rules.

Section 2. Committee

An Upward Mobility Committee comprised of an equal number of representatives of the Union and the Employer shall be established to discuss and consider program issues that are applicable to the conduct of its business. The Upward Mobility Committee will meet at mutually agreeable times and will endeavor to meet on a monthly schedule.

Section 3. Career Development and Educational Opportunities

Committee review efforts shall include, but not be limited to the following:

- Clarifying and defining career and educational opportunities that exist or may be provided to employees.
- Clarifying and defining promotional opportunities that exist or may be provided to employees.
- The provision or development of materials or information regarding available staff development training courses or other career enhancement opportunities.
- Other personal development and training possibilities.

Based on any outcome resulting from committee review efforts described above, the Upward Mobility Committee may make recommendations for implementing programs and/or other opportunities identified for the career and personal development of bargaining unit members. Should any recommendations necessitate additional resources for implementation, the parties will explore funding possibilities for this purpose.

Section 4. Promotional Lines – Other Classifications

The Upward Mobility Committee will continue to 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 5. Eligibility

All status and promotional probationary employees are eligible potential recipients of program services.

ARTICLE XV 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. 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 his/her previous class, provided that he/she has sufficient seniority pursuant to Article XIX (Layoff Procedure).

ARTICLE XVI DUES DEDUCTION AND FAIR SHARE

Section 1. Dues Deduction.

Upon receipt of a written and signed authorization card from an employee, the Employer shall deduct the amount of Union dues, assessments and initiation fees, if any, or other authorized deduction, set forth in such card and any authorized increase therein, and shall remit such deductions monthly to AFSCME COUNCIL 31 at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 2. Fair Share.

Nonunion members of the bargaining unit who choose not to become union members within thirty (30) calendar days of employment or thirty (30) calendar days of the signing hereof, shall be required, pursuant to 115 ILCS 5/11 to pay a Fair Share Fee not to exceed the amount of dues uniformly required of its members. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of the I.E.L.R.B. Such involuntary deductions shall be forwarded to the Union along with the deductions provided for in Section 1 of this ARTICLE.

Section 3.

The Employer shall take such steps as may be required to accomplish any wage withholding authorized or required by Sections 1 and 2 hereof and shall do such things as are necessary to cause said withholding to be remitted to AFSCME Council 31 within fifteen (15) days after the date of withholding, provided that nothing contained in this ARTICLE shall require the Employer to make any withholding unless and until the Union has notified the Employer of the address to which the amount so withheld should be sent and has certified the amount of the Fair Share fee, dues and assessments to be withheld, both within sufficient time to permit the Employer to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the Employer in writing that a different Fair Share or dues amount should be collected.

Section 4.

The Employer and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act and Rules promulgated by the I.E.L.R.B. which deal with Fair Share Fees. The Act and these Rules are incorporated in this Agreement by reference and the Employer and the Union agree to comply with and abide by all provisions of the Act and said Fair Share Rules.

Section 5.

In the event that any employee covered hereby is precluded from making a Fair Share involuntary contribution as required by Section 2 hereof on account of bona fide religious tenets or teachings of a church or religious body of which that employee is a member, that employee shall have the right to refuse to allow said involuntary deduction, provided, however, that said right to refuse shall continue only so long as the employee makes contributions at least equal in amount to the Fair Share Fee amount to a non-religious charitable organization mutually agreed upon by the employee so refusing and the Union. For this purpose the Union shall certify to the Employer the

names of all employees covered hereby who are relieved of the obligation to pay a Fair Share Fee by virtue of this Section; and it shall be the sole obligation of the Union to verify that contributions contemplated hereby have actually been made and that said employees are not subject to a Fair Share Fee involuntary deduction.

Section 6.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, cost, expense, or any other form of liability, including reasonable attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this ARTICLE; in reliance on any notice, letter, or authorization forwarded to the Employer by the Union pursuant to this ARTICLE; and including any charge that the Employer failed to discharge any duty owed to its employees arising out of the Fair Share deduction.

Section 7.

Nothing contained herein shall require the Employer to take any action to collect any Fair Share Fee from any employee in any given pay period except to the extent that such employee earns wages from the Employer in that period.

**ARTICLE XVII
GRIEVANCE PROCEDURE**

The grievance resolution procedure contained herein applies to all employees covered by this Agreement and provides for binding arbitration of grievances.

Section 1. Grievance

- a) Definition - A grievance is defined as any dispute or disagreement between the parties with respect to the application, administration or interpretation of the provisions of this Agreement or arising out of matters controlled by the employer which directly affect wages, hours and terms and conditions of employment.
- b) Grievances will be processed as set forth in the following sections of this Article.

Section 2. Informal Discussions

- a) Employee-Supervisor Discussions. An employee who has a request or complaint shall discuss the request or complaint with his/her designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union.
- b) Additional Discussion Participants. If the designated supervisor and the employee or the Union after full discussion, feel the need for aid in arriving at a resolution, they may by agreement invite the Director of the Campus Personnel Services Office or such other additional University or Union representatives as may be necessary and available to participate in further discussions.

Such additional participants shall act as resource personnel but shall not relieve the designated parties from the responsibility for resolving the problem.

- c) Submission of Grievance in Writing. The above procedure, if followed in good faith by both parties, shall lead to a fair and prompt solution of most of the daily employer-employee problems. However, if a request or complaint is not resolved to satisfaction, it may be reduced to writing and filed promptly as a formal grievance including section or sections of the collective bargaining agreement alleged to have been violated.
- d) Formal Grievance. A formal grievance may be filed under the steps indicated below by an employee, or by a group of employees, or by the Union. Employees are entitled to Union representation at each and every step of the grievance procedure.
- e) The Union may file a Grievance at the Campus Chancellor Level of the Grievance Procedure if the grievance is "common" to employees employed in more than one (1) department covered under this Agreement or if the grievance is of an issue whereby the supervisor and/or department head do not have authority to give the employee satisfactory redress to the grievance. When a grievance is filed at the Campus Chancellor Level of the grievance procedure the department(s) will receive a copy of the grievance. The Campus Chancellor retains the right to remand the grievance to the department if the Union has misapplied the foregoing procedural requirements or refer the grievance to the next level of appeal.

Section 3. Step Procedures.

Step 1. Filing of Grievance with Supervisor. To be considered formally, a grievance must be filed in writing with the employee's designated supervisor and signed by the party filing the grievance. It must also be submitted within thirty (30) calendar days after the occurrence leading to the grievance or within thirty (30) calendar days after the employee should reasonably have known that the occurrence would affect him/her.

The written grievance need not follow any particular format, but should include a clear statement of the grievance, including section or sections of the collective bargaining agreement alleged to have been violated and the redress sought by the grievant. A grievance form is available for convenience, but there is no requirement that it be used. The designated supervisor will review his/her earlier informal decision. The supervisor may change, modify, or affirm this decision. If he/she changes the decision in a way to effect an informal agreement with the employee or the Union, this will dispose of the grievance. The supervisor or designee shall respond in writing to the grievance within two (2) working days. If the supervisor's answer is not acceptable to the employee or the Union, the employee or the Union may file a written appeal to the Department Head within five (5) workdays after receipt of the answer.

Step 2. Department Head Meeting. Upon receiving an appeal the Department Head/designee will review the grievance. If the grievant or Union requests a meeting, such request will be honored and a meeting will be held within seven (7) workdays of the request. If the Department Head/designee fails to answer within seven (7) workdays after receipt of the grievance or close of the meeting or if the Department Head/designee's answer does not

resolve the grievance acceptably to the employee or the Union, it may be appealed to the Chancellor provided that the appeal is filed in writing within seven (7) workdays after the Department Head's answer is received or due.

Step 3. Campus Level.

- (a) Chancellor Investigation. Upon receipt of an appeal, the Campus Chancellor, or his/her designee, shall fully investigate the grievance, including conducting a meeting within fourteen (14) calendar days if so requested by the Union or grievant. The Campus Chancellor, or his/her designee, shall issue the Campus Decision on the grievance, in writing, within fourteen (14) calendar days after receipt of the appeal if no meeting is conducted, or within fourteen (14) calendar days from the close of any meeting which is conducted by the Campus Chancellor, or his/her designee. If the decision is unacceptable, it may be appealed by the Union or the employee to the Director of Human Relations and University Equal Opportunity in the Office of the President of the University, provided such appeal is made in writing within seven (7) workdays after such decision is received or due.
- (b) Submission to Director of Human Relations and University Equal Opportunity. If the matter is appealed to the Director of Human Relations and University Equal Opportunity, the Chancellor or his/her designee should make available to the Director of Human Relations and University Equal Opportunity the existing record of the case, including a copy of the written grievance, the resolution sought, and the campus-level decision and reasons therefore.

Step 4. Director of Human Relations and University Equal Opportunity Step

- (a) Director of Human Relations and University Equal Opportunity Investigation. Upon receipt of an appeal the Director of Human Relations and University Equal Opportunity, or his/her designee, will review and investigate the grievance in its entirety. This investigation shall include conducting a meeting within fourteen (14) calendar days if so requested by the Union to determine all relevant facts. All parties to the grievance will be given an opportunity to be present at any such meeting to present arguments and evidence to support their position. If a meeting is conducted, the Director of Human Relations and University Equal Opportunity, or his/her designee, will issue a written decision on the grievance within fourteen (14) calendar days from the date of the close of the meeting. If no meeting is conducted, the Director of Human Relations and University Equal Opportunity, or his/her designee will issue a decision within fourteen (14) calendar days from receipt of the appeal.
- (b) Appointment of Designee. In any grievance appeal the Director of Human Relations and University Equal Opportunity may, with the approval of the appropriate Chancellor, appoint a designee to hear and decide that appeal in his/her stead.
- (c) Move to Arbitration. If the decision of the Director of Human Relations and University Equal Opportunity, or his/her designee, does not resolve the grievance acceptably to the Union, the grievance may be moved to arbitration. If the Union wishes to appeal to

Arbitration the decision of the Director of Human Relations and University Equal Opportunity, or his/her designee, such appeal must be made in writing to the Associate Vice President for Administration and Human Resources within twenty (20) calendar days after such decision was received or was due.

Step 5. Arbitration Step.

(a) Appeal to Arbitration.

If, in accordance with the foregoing procedure, the grievance(s) is appealed to arbitration, representatives of the Employer and the Union shall attempt to select a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator, the parties shall request the Federal Mediation and Conciliation Service or the American Arbitration Association to submit a list of seven (7) arbitrators who are not affiliated with the University of Illinois. Upon receipt of the list the parties shall alternately strike the names of three (3) arbitrators, with the Employer striking first. 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) list of arbitrators. The arbitrator shall be notified of his/her selection by the parties or their representatives. Thereafter a mutually agreeable hearing date will be set by the parties to the grievance and the Arbitrator. If the issue to be arbitrated is mutually agreed upon between the Employer and the Union, such issue shall be submitted to the Arbitrator in advance of the hearing. The decision and award of the arbitrator shall be final and binding on the employee, the Union, and the Employer. The arbitrator shall have no right or authority to amend, modify, ignore, add to, or subtract from the provisions of this Agreement or any expressly written amendment or supplement thereto.

(b) Arbitration Costs.

Costs of the arbitration shall be equally divided between the Union and the Employer, except that each party will be responsible for any expense incurred in the preparation and presentation of its own case.

Section 4. Mutually agreed extension of time limits

- a.) Time limits contained in this Article may be extended by mutual written (e-mail included) agreement of the Employer and the Union. Workdays as described in this Article means Monday through Friday.

Section 5. Special Procedure for Appeals of Demotion or Discharge

An employee who has been served written charges for discharge or demotion and who wishes to challenge such action may elect either:

1. To follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Ch. VI, Section 250.110(e)(1) through (7) or;

2. File a grievance which appeals such action to arbitration by notifying the University Associate Vice President for Administration and Human Resources of a desire to do so, in writing, within fifteen (15) calendar days after the serving of the written charges by the Employer. Such appeal must be signed by an officer of the Union. Thereafter, the Union may submit the appeal to an arbitrator who is selected as set forth in Section 3, Step 5(a) above.

The Employer will notify the employee of these two (2) options at the time the written charges are served.

If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance procedures set forth in ARTICLE XVII of this collective bargaining agreement with respect to the said discharge or demotion. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

All provisions of Section 3, Step 5 of this Article (above) apply to arbitrations which are conducted pursuant to this special procedure.

Section 6 - Payment for Time.

Time spent in handling grievances (including investigation) by the grievant and/or his/her representative, if the representative is a University employee, shall be with full pay at the basic straight time wage or salary rate only for time spent during the regular workday or shift. Paid time will not be allowed for time spent in grievance handling outside the regular shift. In no case, however, shall any employee leave his/her post of duty without the knowledge of and permission from his/her designated supervisor, which permission shall normally be given subject to emergency exceptions.

ARTICLE XVIII TEMPORARY ASSIGNMENTS

If a status employee is temporarily assigned by the Employer to perform the distinguishing features (as determined by the class specification) of a position in a higher classification, he/she shall receive an increase of four percent (4%) to his/her basic straight time hourly rate, or the minimum of the higher classification, whichever is greater, for all hours worked in the higher classification.

Temporary upgrading and downgrading assignments must not be for more than thirty (30) consecutive work days duration.

If it is necessary to assign a status employee, on a temporary employment basis to a temporary or permanent position which is classified at a lower level, the employee's salary, at the time immediately prior to such assignment, will be maintained.

The Employer makes temporary downgrading assignments by assigning a status employee who meets the minimum qualifications of the class to which assignment is being made. The Employer makes temporary upgrading assignments by assigning status employees from active registers for the class so long as such registers exist. When a need for temporary upgrading assignments occurs in classes that utilize work shifts, the register requirement applies only to those status employees on the appropriate shift. Acceptance of, or refusal to accept, such temporary assignment by an employee shall in no way affect the employee's position on the register, regardless of the number of acceptances or refusals. In the absence of a register, the Employer may assign only those status employees who meet the minimum qualifications for the class to which assignment is being made.

When such an assignment has been made, seniority shall continue to be accrued in the class in which the employee has a status appointment.

The Employer may remove any temporarily upgraded employee for failure or inability to perform the required duties.

ARTICLE XIX LAYOFF PROCEDURE

- (A) 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 following procedures and provisions. Upon notice of a proposed layoff, Personnel Services will attempt to place affected employees into vacant positions or explore alternatives to avoid displacement whenever possible.
- (1) In the event an Employing Unit lays off an employee, that employee will be placed in a vacant requisitioned position in the same classification. In the event there is more than one (1) vacant requisitioned position, the employee will be placed in the last requisitioned position submitted to the Personnel Services Office.
 - (2) If there are no vacant requisitioned positions, the displaced employee will bump the least senior employee in that classification in his/her administrative unit (College, School, Department, etc.). If there are no employees in the class in the unit with less seniority, the employee will bump the least senior employee in the class campus-wide. If there are no less senior employees campus-wide, the employee can apply previously accumulated seniority in another class and be placed into a vacant requisitioned position in such class, if one exists. If there are no vacant requisitioned positions, the employee will bump the least senior employee within his/her administrative unit, or, if necessary, campus-wide.
 - (3) The least senior employee bumped within an administrative unit will have the right to bump into the position held by the least senior employee in his/her classification campus-wide, or if necessary use seniority in another class

within his/her administrative unit (College, School, Department, etc.) first and then, campus-wide as described below:

- (a) An employee subject to layoff who has completed a probationary period will be offered the position of the least senior employee in the class. If the employee is the least senior, then he/she will be offered the least senior position of the employee in the next lower class in the promotional line. This process will repeat for the remaining classes by ranked levels in descending order in the promotional line when the employee is the least senior in the class offered.
 - (b) An employee who has not completed a probationary period or a status employee who has gained seniority in a class outside of the promotional line will be offered the position of the least senior employee in the class. If the employee is the least senior, then he/she will be offered the least senior position of the employee in the next lower class. This process will repeat for the remaining classes by ranked levels in descending order in the promotional line as long as the employee is the least senior.
 - (4) The Campus Director of Personnel Services, or his/her designee, shall be responsible for the administration of this policy.
 - (5) The Union and the employee shall receive a written notice at least thirty (30) calendar days in advance of the effective date of layoff and where possible sixty (60) calendar days notice when such layoff is to exceed thirty (30) consecutive workdays. Whenever practicable the Union and the employee shall receive a written notice at least ten (10) working days in advance of the effective date of layoff when the layoff is scheduled to be less than thirty (30) consecutive workdays.
 - (6) The terms "administrative Unit" and Campus wide" as used herein, shall be interpreted with respect to off Campus Cooperative Extension Service to mean "Unit" and "Cluster" respectively.
- B. An employee who is being laid off will receive preference to the extent permitted by Civil Service Statute and Rules for any vacant requisitioned positions for which the employee is qualified.
- C. Recall of employees will be on the basis of seniority within the appropriate classification; i.e. the most senior employee on layoff will be the first to be recalled.

ARTICLE XX

FILLING OF PERMANENT VACANCIES IN BARGAINING UNIT

Section 1. Definition of a Permanent Vacancy

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

- (a) When the Employer determines to establish a new position or;
- (b) 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 2. Notice of Vacancies

Eligible employees on the registers listed below will receive written notice of applicable permanent vacancies. Additionally, eligible employees on the registers listed below may access information on-line of applicable permanent vacancies at the Campus Personnel Services website at <http://www.uiuc.edu/providers/psa/psa.html>. This website is subject to change.

Section 3. Filling of Vacancies

Vacancies shall be filled from the appropriate registers in the following order:

1. Reemployment Register (recall from layoff)
2. Promotional Register
3. Original Entry Register

Section 4. Transfers

For vacancies not filled from the reemployment register, a Department may request referral of employees in the same classification who have requested the opportunity to be transferred to another position. In addition, the Personnel Services Office will send the transfer list to the Department.

Section 5. Factors Considered

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

ARTICLE XXI POSITION CLASSIFICATION REVIEW

Personnel Services Offices, Chancellor Review. An employee may request an audit of the appropriateness of his/her position classification. Such requests shall be handled by the Campus Personnel Services Office. Reasonable work time shall be provided for the employee to consult with their supervisor and for the employee to prepare an updated job description. Additional review may be made, if deemed appropriate, by the Chancellor, his or her designee or other authorized individuals. Such review or reviews should be completed within thirty (30) calendar

days of the date the request is received, with the results furnished to the affected employee(s). The time limits specified above may be extended for good cause by the Employer.

If the audit substantiates that an employee has been performing the duties of a higher-rated classification, the employee shall be paid at the higher rate (as if reclassified or as if promoted, even though not promoted) retroactive to the beginning date of the pay period in which the audit was conducted provided the employee has passed the appropriate examination where an exam is required for the higher level position. If the employee is then reclassified, such reclassification also dates to the beginning of the pay period in which the audit was conducted. If the employee has not passed the appropriate examination, the effective date of any salary increase and reclassification shall be the beginning date of the pay period following the date on which the employee passes the appropriate examination.

University System Review. The employee may seek further classification review only by the University Civil Service System of Illinois in accordance with Civil Service System rules and procedures.

ARTICLE XXII EVALUATIONS

The Union and the University encourage periodic evaluation conferences between employees and their supervisors to discuss and review work performance issues, including but not limited to: job duties, work expectations, identification of performance standards and responsibilities, the development of individual action plans, and feedback to employees on their progress over the course of the evaluation period.

Where such evaluations are utilized, they are conducted either periodically or on prescribed occasions within an annual period, between the employee and his/her supervisor(s) (not to exceed two (2) supervisors); are prepared in writing by the supervisor(s), and are reviewed and signed by both the supervisor(s) and the employee. The employee must receive a copy of his/her signed evaluation form. The signature of the employee does not constitute his/her agreement with the evaluation ratings. Employees may submit comments to the evaluation which will be attached to the Evaluation form.

ARTICLE XXIII NO STRIKE OR LOCKOUT

Section 1. No Strike.

During the term of this Agreement there shall be no strikes, work stoppages, slow downs or any other form of concerted job action. No officer or representative of the Union shall authorize, institute, instigate, aid or condone any such activities.

Section 2. Employer/Employee Rights.

The Employer has the right to discipline, up to and including discharge, its employees for violating the provisions of this ARTICLE.

Section 3. No Lockout.

No lockout of employees shall be instituted by the Employer or their representatives during the term of this Agreement.

**ARTICLE XXIV
FAMILY CARE AND EMPLOYEE ASSISTANCE COMMITTEE**

The parties agree to establish a joint committee to meet and discuss child care, elder care, and other family related issues. This committee shall also discuss issues related to Employee Assistance. The purpose of the committee is to provide a forum where these issues may be discussed between the parties. If the committee so determines, joint recommendations may be issued to the University and Union. This committee shall be established within sixty (60) calendar days after execution of this Agreement.

**ARTICLE XXV
SAVINGS ARTICLE**

Should any part of this contract or any provision(s) contained herein be determined to be contrary to law by a court of competent jurisdiction, such part or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision.

**ARTICLE XXVI
ENTIRE AGREEMENT/WAIVERS**

This agreement represents the entire agreement between the parties hereto. Any amendments to this agreement must be in written form and signed by the authorized official(s) of each party. However this Section shall not be construed as a waiver by either party of its right to bargain for or on behalf of covered employees.

**ARTICLE XXVII
PERIOD COVERED, STATUS DURING NEGOTIATIONS
AND COMMENCEMENT OF NEGOTIATIONS**

Section 1. Period Covered.

This contract shall become effective August 29, 2004 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m. midnight, August 25, 2007.

This contract shall automatically be renewed thereafter from year to year unless either party notifies the other in writing at least ninety (90) days prior to its expiration date of a desire to modify or terminate it, in which event negotiations shall be undertaken without undue delay.

Section 2. Status During Negotiations.

Once the notice called for in Section 1 above has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into; provided, however, that either party may after the expiration date of this Agreement terminate the same by giving at least ten (10) days written notice to the other party of its intention to so terminate.

Section 3. Commencement of Negotiations.

The party giving notice of a desire to modify the contract as provided for in Section 1 above shall commence negotiations by submitting a detailed list of modifications or changes desired. The party receiving said notice may propose additional changes in the contract.

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands
on this the 29th day of APRIL, 2005.

LOCAL #3700 AMERICAN FEDERATION
OF STATE COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

Dennda K Miller
President

BY: Stacy Ryz
Comptroller

Aiane Davis
Vice President

ATTEST: Michelle M. Thompson
Secretary
4/29/05

Jerry R. Jones
AFSCME Council #3

APPROVED: John R. Loya
Associate Vice President for
Human Resources

Christine Pierson

William D. Callahan
Associate Provost

Bonnie Langret

Kate Kane
Chief Negotiator

Charlesetta M. Smith

APPROVED AS TO LEGAL FORM:

Stacy Ryz

Maria B. Howard 4/25/05
For Legal Counsel Date

Karen Gelbner

Velvet Hardin

Signature Page (cont.)

Ende Foster Williams

James M. Anderson

Donna R. Rahl

Kay Jay

Barbara E. Joubola

[Signature]

Cheryl L. Westlund

Flora N. Lundquist

Valerie Centola

**APPENDIX A TO THE
 AGREEMENT BY AND BETWEEN THE BOARD OF TRUSTEES
 OF THE UNIVERSITY OF ILLINOIS AND LOCAL NO. 5
 OF THE AMERICAN FEDERATION OF STATE, COUNTY
 AND MUNICIPAL EMPLOYEES, AFL-CIO**

	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	30	31	32	33	
8	10.135 19,763	10.333 20,149	10.540 20,553	10.746 20,954	10.961 21,373	11.176 21,793	11.400 22,230	11.623 22,664	11.855 23,117	12.088 23,571	12.330 24,043	12.572 24,515	12.823 25,004	13.075 25,496	13.337 26,007			13.598 26,516	13.870 27,046	14.142 27,576	14.425 28,128	8
9	10.587 20,644	10.794 21,048	11.010 21,469	11.226 21,890	11.451 22,329	11.675 22,766	11.909 23,222	12.142 23,676	12.385 24,150	12.628 24,624	12.881 25,117	13.133 25,609	13.396 26,122	13.658 26,633	13.931 27,165			14.204 27,697	14.488 28,251	14.772 28,805	15.067 29,380	9
10	11.075 21,596	11.292 22,019	11.518 22,460	11.744 22,900	11.979 23,359	12.214 23,817	12.458 24,293	12.703 24,770	12.957 25,266	13.211 25,761	13.475 26,276	13.739 26,791	14.014 27,327	14.289 27,863	14.575 28,241			14.861 28,978	15.158 29,558	15.455 30,137	15.764 30,739	10
11	11.617 22,653	11.845 23,097	12.082 23,559	12.319 24,022	12.565 24,501	12.812 24,983	13.068 25,482	13.324 25,981	13.590 26,500	13.857 27,021	14.134 27,561	14.411 28,101	14.699 28,663	14.987 29,224	15.287 29,809			15.586 30,392	15.898 31,001	16.209 31,607	16.533 32,239	11
12	12.407 24,193	12.651 24,669	12.904 25,162	13.157 25,656	13.420 26,169	13.683 26,681	13.957 27,216	14.230 27,748	14.515 28,304	14.799 28,858	15.095 29,435	15.391 30,012	15.699 30,613	16.007 31,213	16.327 31,837	16.647 32,461	16.980 33,111	17.313 33,760	17.659 34,435	18.006 35,111	18.366 35,813	12
13	12.964 25,279	13.218 25,775	13.482 26,289	13.747 26,806	14.022 27,342	14.297 27,879	14.583 28,436	14.869 28,994	15.166 29,573	15.464 30,154	15.773 30,757	16.083 31,361	16.405 31,989	16.726 32,615	17.061 33,268	17.395 33,920	17.743 34,598	18.091 35,277	18.453 35,983	18.815 36,689	19.191 37,422	13
14	13.584 26,488	13.851 27,009	14.128 27,549	14.405 28,089	14.693 28,651	14.981 29,212	15.281 29,797	15.580 30,381	15.892 30,989	16.203 31,595	16.527 32,227	16.851 32,859	17.188 33,516	17.525 34,173	17.876 34,858	18.226 35,540	18.591 36,252	18.955 36,962	19.334 37,701	19.713 38,440	20.107 39,208	14
15	14.205 27,699	14.483 28,241	14.773 28,807	15.062 29,370	15.363 29,957	15.664 30,544	15.977 31,155	16.291 31,767	16.617 32,403	16.943 33,038	17.282 33,699	17.621 34,360	17.973 35,047	18.326 35,735	18.693 36,451	19.059 37,165	19.440 37,908	19.821 38,650	20.217 39,423	20.614 40,197	21.026 41,000	15
16	14.884 29,023	15.176 29,593	15.480 30,186	15.783 30,776	16.099 31,393	16.414 32,007	16.742 32,646	17.071 33,288	17.412 33,953	17.754 34,620	18.109 35,312	18.464 36,004	18.833 36,724	19.203 37,445	19.587 38,194	19.971 38,943	20.370 39,721	20.770 40,501	21.185 41,310	21.601 42,121	22.033 42,964	16
17	15.633 30,484	15.939 31,081	16.258 31,703	16.577 32,325	16.909 32,972	17.240 33,618	17.585 34,290	17.930 34,963	18.289 35,663	18.647 36,361	19.020 37,089	19.393 37,816	19.781 38,572	20.169 39,329	20.572 40,115	20.976 40,903	21.396 41,722	21.815 42,539	22.251 43,389	22.688 44,241	23.142 45,126	17
18	16.414 32,007	16.736 32,635	17.071 33,288	17.405 33,939	17.753 34,618	18.101 35,296	18.463 36,002	18.825 36,708	19.202 37,443	19.578 38,177	19.970 38,941	20.361 39,703	20.768 40,497	21.175 41,291	21.599 42,118	22.022 42,942	22.462 43,800	22.903 44,660	23.361 45,553	23.819 46,447	24.295 47,375	18
20	18.053 35,203	18.407 35,893	18.775 36,611	19.143 37,328	19.526 38,075	19.909 38,822	20.307 39,598	20.705 40,374	21.119 41,182	21.533 41,989	21.964 42,829	22.394 43,668	22.842 44,541	23.290 45,415	23.756 46,324	24.222 47,232	24.706 48,176	25.191 49,122	25.695 50,105	26.199 51,088	26.723 52,109	20

Rates Effective August 29, 2004