

AGREEMENT

by and between

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO  
LOCAL 3700, COUNCIL 31  
CLERICAL/ADMINISTRATIVE BARGAINING UNIT

Effective August 22, 2021 through August 31, 2024

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**AGREEMENT**  
**by and between**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  
**and**  
**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL**  
**EMPLOYEES, LOCAL 3700, COUNCIL 31, AFL-CIO**

This Collective Bargaining Agreement (“Contract” or “Agreement”) is made and entered into by and between the Board of Trustees of the University of Illinois, a public corporation (“Employer,” “University,” or “Management”), and the American Federation of State, County, and Municipal Employees, Council 31, for and on behalf of Local 3700 (“Union”). The Union has been certified as the exclusive bargaining representative for the employees of the University identified in Article II of this Agreement.

**ARTICLE I**  
**AUTHORIZATION AND PURPOSE**

Section 1. Authorization

This Agreement is authorized by the Illinois Educational Labor Relations Act, 115 ILCS 5/1 *et seq.*, and the State Universities Civil Service Act, 110 ILCS 70/36d.

Section 2. Purpose

The purpose of this Agreement is to promote sound and mutually beneficial relationships between the University and the Union, to promote the quality and performance of the University, 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 University recognizes the Union as the exclusive bargaining representative in all negotiable matters pertaining to the wages, hours and other 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 and employed by the University at its Urbana-Champaign campus and at other offices and locations that report administratively to the Urbana-Champaign campus:

Accounting Assistant  
Accounting Officer  
Accounting Specialist  
Admissions and Records Representative

Assistant Program Director  
Assistant Records Management Officer  
Cashier I  
Cashier II  
Cashier III  
Cashier IV  
Child Care Assistant  
Child Development Associate  
Child Development Supervisor  
Clerical Assistant  
Collection Representative  
Collection Specialist  
Collection Assistant Manager  
Community Outreach Worker  
Coordinator of Tenant Union Program  
Customer Service Assistant  
Customer Service Representative  
Equipment Attendant  
Food Service Administrator I  
Housing Representative  
Interpreter of Deaf and Hard of Hearing  
Inventory Clerk  
Inventory Specialist  
Library Assistant  
Library Clerk  
Main Desk Attendant  
Medical Insurance Representative  
Medical Insurance Associate  
Medical Insurance Specialist  
Medical Record Technician  
Office Manager  
Office Support Assistant  
Office Support Assistant - Area I, II  
Office Support Assistant - Dixon Springs  
Office Support Associate  
Office Support Associate - Area I, II  
Office Support Associate – Dixon Springs  
Office Support Specialist  
Office Support Specialist - Area I, II  
Office Support Specialist - Dixon Springs  
Payroll Clerk  
Payroll Specialist I  
Payroll Specialist II  
Payroll Specialist III  
Pharmacy Technician I  
Pharmacy Technician II

Program Assistant  
Program/Student Advisor  
Public Safety Telecommunicator  
Retail Associate  
Retail Services Supervisor  
Service Office Supervisor  
Shipping/Receiving Clerk  
Special Events Facilitator  
Staff Clerk  
Supervisor of University Union Operations  
Work Program Participant

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

Any learner, trainee, intern, or contract appointments within any of the above-referenced classifications, as defined by the State Universities Civil Service System Statute and Rules, also will be deemed to be part of the bargaining unit. Dismissal of an employee serving in a learner, trainee, or intern position is not appealable or subject to the grievance procedure.

The parties further acknowledge and agree that the classifications set forth below were previously recognized as falling within the Local 3700 bargaining unit, but were deleted from the list set forth above because those classifications were eliminated by the State Universities Civil Service System, were no longer used by the University, or otherwise had become inapplicable. To the extent that any of the deleted classifications are revived by the State Universities Civil Service System and used by the University, the University will recognize those classifications as coming within the bargaining unit, provided that the essential job duties for those classifications are substantially the same as they were when those classifications were previously part of the bargaining unit.

Accounting Clerk  
Account Technician I  
Account Technician II  
Account Technician III  
Assistant Program Coordinator  
Bilingual Secretarial Assistant  
Bookstore Clerk I  
Bookstore Clerk II  
Chief Clerk  
Chief Library Clerk  
Clerk  
Cooperative Extension Secretary I  
Cooperative Extension Secretary II  
Cooperative Extension Secretary III  
Cooperative Extension Secretary IV  
Customer Service Representative I

Housing Administrator II  
Library Clerk I  
Library Clerk II  
Library Clerk III  
Microfilm Operator/Technician I  
Microfilm Operator/Technician II  
Microfilm Operator/Technician III  
Office Support Assistant - Area III  
Office Support Associate - Area III  
Office Support Specialist - Area III  
Personnel Assistant II  
Secretary I  
Secretary II  
Secretary III  
Secretary IV  
Staff Secretary  
Typesetter II  
Typesetter III

- 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) When the requirements for a class specification are revised and the duties and responsibilities comprising the specification remain essentially unchanged, the incumbent employees who qualified under the previous specification requirements shall be deemed qualified under the revised specification.
- D) 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 proper pay grade and placement in the step plan for the employees in the classification.
- E) If a new or changed classification title is determined to belong in the bargaining unit pursuant to (B), (C), or (D) 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

Recognizing that the Union is the exclusive representative for the classes of employees identified above, the University will not negotiate wages, hours or other terms and conditions of employment with any other labor organization or employee organization relative to bargaining unit employees. The University also will not negotiate such matters individually with bargaining unit employees.

## **ARTICLE III AUTHORITY OF THE CONTRACT (LIMITATIONS)**

### Section 1. Limitations

- A) This Agreement is subject to: 1) applicable federal and state laws and regulations issued there under 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 Agreement; 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 Agreement, the former shall prevail, except for conflicts with Policy and Rules, in which case the provisions of this Agreement 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.

### Section 2. Emergencies

The University shall notify the union of the University's response to emergency situations. This section of the collective bargaining agreement shall not be considered a waiver of any bargaining obligations under the Illinois Educational Labor Relations Act (115 ILCS 5 et seq).

## **ARTICLE IV EMPLOYMENT RIGHTS**

### Section 1. Non-Discrimination

Neither the University nor the Union shall discriminate against or harass any applicant, candidate for employment, or employee based upon that individual's race, color, national origin, ancestry, creed, gender, sex, age, religion, marital/civil union/parental status, disability, sexual orientation including gender identity, genetic information, unfavorable discharge from the military, status as a protected veteran, or status as a victim of domestic or sexual violence, within the meaning of and as defined by the applicable federal and state employment statutes.

### Section 2. Requests for Reasonable Accommodation

Individuals who believe that they are in need of a reasonable accommodation to be able to perform the essential functions of their position due to a physical or mental disability within the

meaning of the Americans with Disabilities Act (ADA), as amended, may request an accommodation through the human resources personnel for their department, the Labor and Employee Relations section of Illinois Human Resources, or the University's Office for Access and Equity. Requests for an accommodation shall be referred to the Office for Access and Equity. Requests for an accommodation for System-level employees shall be referred to System Human Resources. After receiving a reasonable accommodation request, the University will work with the employee and, if necessary, the employee's medical provider to determine what reasonable accommodation, if any, will be effective in allowing the employee to be able to perform the essential functions of the position. The Illinois Human Resources' Office of Labor and Employee Relations will notify the Union before implementing any accommodation that would impinge on rights guaranteed to other bargaining unit employees under this Agreement or which otherwise would require a modification or exception to this Agreement.

### Section 3. Family and Medical Leave

Bargaining unit employees will be offered family and medical leave in accordance with and pursuant to the terms of the federal Family and Medical Leave Act (FMLA). As set forth within that statute, eligible employees, as defined by the FMLA, will be granted up to twelve (12) workweeks of unpaid leave during a designated 12-month period. Throughout that leave, the employee's group health benefits will be maintained under the same terms as if the employee had continued working. At the end of the leave, the employee will be restored to the same or an equivalent position with equivalent pay, benefits and other terms of conditions of employment, and will be eligible to receive any enhancements in salary, benefits or other terms to the extent that the employee would have been eligible if the employee had continued working. The FMLA also provides certain military family leave entitlements as well. Eligible employees may use FMLA leave for specified reasons related to certain military deployments of their family members and may take up to twenty-six (26) weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.

### Section 4. Dignity in the Workplace

The University shall strive to maintain a work environment that upholds the dignity and respect of the individual and is free of any harassment, intimidation or bullying. Employees who observe or who have been subjected to workplace behavior that they consider to be harassing, intimidating, threatening, bullying, or otherwise inappropriate are encouraged to report that behavior to the human resources office for their department or to the Labor and Employee Relations section of Illinois Human Resources. The University will investigate such complaints to determine whether inappropriate workplace behavior has occurred and to determine what action, if any, should be taken with regard to that behavior.

### Section 5. Freedom of Information Act

The University shall not provide information that is exempt from disclosure under the Freedom of Information Act (5 ILCS 140/7) to an entity that is not a party to this Agreement.



## **ARTICLE V EMPLOYER RIGHTS**

The Board of Trustees and its administrative officers, pursuant to the University of Illinois Act, 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 their 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 University will notify all new personnel hired to work in the classifications covered by this Agreement 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 II. The University will notify the Union of the name and address of new appointments and terminations in the classifications covered by this Agreement.

### Section 3. Union Bulletin Boards

Upon approval by the Labor and Employee Relations Section of the University's Illinois Resources Office, the Union may post certain notices and bulletins upon bulletin boards designated by the University. These notices and bulletins will be on the official letterhead of the Union, signed by an officer of the Union, and stamped "approved for posting" by the University. 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
4. Any other notices approved by the University. Such approval shall normally be given.

#### Section 4. Information Provided to the Union

The University shall provide the Union on a monthly basis with the following information relating to or affecting bargaining unit positions or employees: new hires, promotions, demotions, reallocations, reclassifications, layoffs, recalls from layoffs, reassignments, leaves, returns from leaves, discharges or terminations, open or vacant positions that the University intends to fill, and open or vacant positions that were filled.

In addition, the University shall furnish the Union at least twice a year with a list of confidential employees who otherwise would be covered by this Agreement, as well as seniority lists for employees who are covered by the Agreement. The University also shall furnish a separate list, once per month, in Excel or another mutually agreed upon digital file format that contains the names of bargaining unit employees, their campus contact information (campus address, campus mail code, campus email, and campus phone number, if any), permanent home telephone number, cell phone number, home address, any personal email address on file, class code, step, anniversary date, and FTE percentage. The information provided in conjunction with this list relating to bargaining unit employees shall be based upon the information listed within Banner for those employees.

The information provided to the Union shall include a unique employee identification number for each bargaining unit member. If for any reason the University elects to change or modify the employee identification number for an employee, the University shall notify the Union of that change or modification prior to, or in conjunction with, submitting any subsequent information to the Union regarding that employee.

The University shall provide the requisite information to the Union electronically.

The Union may request additional information from the University that is necessary for contract negotiations or administration. The University will strive to furnish the requested information within ten (10) calendar days after receiving the request.

The University shall make available access to the employee deduction register, which shall include all employees in the bargaining unit from whom dues were deducted. This register shall include the employees' name, unique employee identification number, and deduction amount.

#### Section 5. Union Meetings on Premises

The Union may reserve and use University facilities for Union activities on the same basis as other Registered Organizations consistent with the provisions of the Illinois Educational Labor Relations Act.

## 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) days in 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 will be permitted to use the campus regular mail service.

## Section 8. Leave for Union Office

The University may grant requests for leave of absence for Union office. If granted, the length of the leave shall not exceed two (2) years. Such request shall not be unreasonably denied.

## Section 9. Union Orientation

The Union shall be permitted, at a time mutually agreed to by both the Union and the University, to conduct an up to one (1) hour orientation session during normally scheduled working hours for employees entering the bargaining unit for the first time. Such orientation sessions will occur within the first two (2) weeks of employment, and will take place on the employer's premises unless an alternate time and location are otherwise mutually agreed to by the Parties. Attendance at the session by such employees shall be strictly voluntary and without loss of pay. One University employee who is a representative of the Union will be authorized to attend such orientation sessions of up to one (1) hour each without loss of pay. The Union is responsible for organizing and scheduling the orientation. The University will work with the Union to provide a meeting a location for the orientation upon request and subject to operational needs.

At or near the time that employees first enter the bargaining unit, the University will advise those employees in writing that they are represented by a Union for collective bargaining purposes, that they are invited by the Union to attend an up to one (1) hour orientation session, that attendance at that session is strictly voluntary, and that they may attend one (1) orientation session without any loss of pay and without any impact to their status as an employee. The notification to new employees shall include the time and date of upcoming Union orientation(s), which shall be provided to the University by the Union. The notice of the orientation session will be in the form of an electronic hyperlink, digital pdf flyer, or other format mutually agreed to by the Parties. The Union will be copied on each such written notification provided to those employees. Supervisory personnel will be notified or instructed regarding the right of new bargaining unit employees to attend an orientation session as an approved event without any loss of pay and without any impact to their status as an employee.

The University shall notify the Union of all employees new to the University entering the bargaining unit no later than fifteen (15) days after their starting date.

#### Section 10. Ratification Meetings

Bargaining unit employees will be permitted, subject to the operational needs of the University, up to one (1) hour of paid release time to travel to and attend a Union ratification meeting when the ratification meeting occurs during their normal work schedule. Additional paid release time may be offered by the University within its sole discretion to certain employees based upon their circumstances (such as Union representatives and Extension employees working at remote locations) or as part of a separate agreement with the Union.

### **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 Agreement shall become and remain effective as specified in Appendix A and a part hereof, except as otherwise provided herein.

#### Section 3. Wage Rates

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

Wage increases due at the completion of any longevity requirements shall be effective upon successful completion of a year on the employee's current step on August 22, 2021; August 21, 2022; and August 20, 2023. Employees hired into a new classification on or before February 15<sup>th</sup> shall be eligible for the step increase in August if the employee's performance is satisfactory. Successful completion, as determined by the Office of Labor and Employee Relations, shall be based upon the employee's satisfactory performance and a review of the employee's disciplinary history. Notwithstanding anything contained herein, increases in wage and salary benefits awarded and agreed to in Appendix A shall be given and apply only to bargaining unit employees of the Board of Trustees of the University of Illinois, and then only if those employees are actually in the employ of said Board of Trustees as of the date of the effectuation of this Agreement and to so described employees who are hired thereafter.

## Section 5. Wages

The parties agree to a three (3) year agreement retroactive to August 22, 2021, during which employees who continue to be employed in a bargaining unit position as of April 13, 2022 will receive a two percent (2%) increase to their base salary for the 1<sup>st</sup> year.

Effective August 21, 2022, bargaining unit employees shall receive an across-the-board increase to their salaries that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increment) for the corresponding academic year consistent with the terms of the campus salary program year or two percent (2%) whichever is greater.

Effective August 20, 2023, bargaining unit employees shall receive an across-the-board increase to their salaries that is equivalent to the campus wage program announced by the Provost (or other appropriate administrator for the Urbana campus) for civil service employees (civil service pay adjustment increment) for the corresponding academic year consistent with the terms of the campus salary or two percent (2%) whichever is greater.

Step increases will cease during the successor negotiations after the expiration date of this Agreement unless the parties negotiate and agree otherwise.

## Section 6. Wages (Promotional Increases)

When an employee is promoted to a higher classification within the promotional line, the employee shall be placed on the next higher wage rate for that classification after receiving an increase of at least four percent (4%) to the employee's current base rate. The employee thereafter will progress to the next step for that classification based upon the requisite length of service.

## Section 7. Wages (Downgrades)

If an employee accepts a downgrade to a lower classification, the employee's wage rate will be adjusted to the wage rate for the reclassified position that is the most comparable to the rate that the employee had been receiving, but in no event shall the employee's base wage rate be reduced by more than four percent (4%). Nothing contained within this Section, however, shall require that the wages of an employee who accepts a downgrade to a lower classification be reduced.

The salary of an employee dismissed during a probationary period following promotion will change to the rate for the lower class which represents the salary that would have been attained had the employee not been promoted, including any general, periodic, or longevity increases for which the employee would have been eligible.

## Section 8. Community Outreach Workers/Work Program Participants

The terms of this Section supersede the wage provisions of Article VII, Sections 4 and 5 and these employees shall solely receive the increases set forth in this Section (Section 8). The

first increase that is due to an employee in this section will be retroactive to August 22, 2021 as long as the employee continues to be employed in a bargaining unit position as of April 13, 2022. Additional increases shall occur on August 21, 2022 and August 20, 2023. The minimum rates outlined in this Section (Section 8) shall not change for the duration of the agreement. Employees who continue to be employed in the classification of Community Outreach Workers/Work Program Participants as of the signature of this Agreement will continue to maintain the same percentage differential from the minimum that existed under the 2017-2021 collective bargaining agreement for Year 1 of the agreement. For each subsequent year, the employee will receive either the minimum rate or the percentage increase set forth in the table below, whichever is greater.

<b>WPP/Community Outreach Worker</b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
Area II	\$15.67	\$16.02 (2.23%)	\$16.37 (2.18%)
Area I	\$16.54	\$17.16 (3.75%)	\$17.80 (3.73%)

#### Section 9. Child Care Assistants/Child Development Associates/Child Development Supervisors

The terms of this Section supersede the wage provisions of Article VII, Section 4 and 5 and these employees shall solely receive the increases set forth in this Section (Section 9). The first increase that is due to an employee in this section will be retroactive to August 22, 2021 as long as the employee continues to be employed in a bargaining unit position as of April 13, 2022. Additional increases shall occur on August 21, 2022 and August 20, 2023. The minimum rates outlined in this Section (Section 9) shall not change for the duration of the agreement. Employees who continue to be employed in the classification of Child Care Assistants/Child Development Associates/ Child Development Supervisors as of the signature of this Agreement will continue to maintain the same percentage differential from the minimum that existed under the 2017-2021 collective bargaining agreement for Year 1 of the agreement. For each subsequent year, the employee will receive either the minimum rate or the percentage increase set forth in the table below, whichever is greater.

<b><u>Title</u></b>	<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>
Child Care Assistant	\$14.30	\$14.90 (4.19%)	\$15.52 (4.16%)
Child Development Associate	\$15.00	\$15.63 (4.2%)	\$16.28 (4.15%)
Child Development Supervisor	\$17.13	\$17.85 (4.2%)	\$18.59 (4.15%)

#### Section 10. Uniforms

To the extent that certain departments or units within the University require that a specific uniform be worn by employees, those departments or units will provide employees with the required uniforms or will reimburse the employees for the cost of obtaining such uniforms pursuant

to guidelines and policies established by those departments or units.

## **ARTICLE VIII HOURS OF WORK AND OVERTIME**

### Section 1. General Provisions

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 workday of seven and one-half (7 1/2) hours and a basic workweek 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 Section 2. 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 11(B) of this Article.

### Section 2. Alternative Work Schedules

By mutual written agreement between the University and an employee, the full-time work schedule in the workweek may consist of a basic workday 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 workday or basic workweek; notwithstanding the provisions of Section 3 set forth below in 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) workweeks. Currently units with such schedules include the Assembly Hall, Illini Union, Housing Division, Krannert Center, Library, McKinley Health Center, O&M (Public Safety Telecommunicators), and the Police Training Institute. Current work schedules will remain in effect unless changed pursuant to the provisions of Section 11(B) of this Article.

Employees who work in operating units where a thirty seven and one-half (37 1/2) hour workweek and seven and one-half (7 1/2) hour workday is determined by the unit not to 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 1st and June 30th of each year. For such employees overtime will be paid for work in excess of their basic workday or basic workweek, notwithstanding the provisions of Section 3 set forth below in this Article. The University will notify the Union in writing at least forty-five (45) days in advance of July 1st 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.

### Section 3. Overtime

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 below in Section 5 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. Employees' 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 University 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.

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 University is able to make alternate arrangements to complete the required overtime work.

### Section 4. Differentials

- A) 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 thirty-five cents (\$.35) per hour for all hours worked on the shift, provided that 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 fifty cents (\$.50) per hour for all hours worked on the shift, provided that the majority of the hours are worked after 11:00 p.m.
- B) Non-exempt employees at the McKinley Health Center who are assigned to work on a Saturday or Sunday of any given workweek shall be paid a differential of fifty cents (\$.50) for each hour worked, in addition to their regular hourly rate and any other shift differential.
- C) Effective August 21, 2022, all Customer Services Representatives employed by Veterinary Medicine in Chicago shall receive a differential of an additional 20% of their regular rate of pay added to their base rate.



## Section 5. 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 that the employee and the supervisor mutually agreed at the time that the overtime work was offered that the employee would be taking compensatory time off. In the absence of such an agreement, the employee will be paid 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 can be taken only after that time off has been scheduled and approved in advance by the supervisor. Approval for compensated time off will be subject to the University's operational needs.

## Section 6. 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, the employee shall receive a minimum of two (2) hours pay or be paid for actual time worked, whichever is greater, at the 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 the 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 7. 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 they were improperly denied a rest period by their supervisor, then the employee may request their 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 8. Meal Periods

Work schedules shall provide for the work day to be broken at approximately midpoint by an uninterrupted, unpaid meal period of not less than thirty (30) minutes and not 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 9. 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 10. Flex Time Work Schedules

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

### Section 11. Shift Schedules

- A) The University's operations may require variations in staffing levels and scheduled hours or shifts. A shift's starting and ending time will conform to operational requirements.

When a vacancy occurs within the same classification (excluding Community Workers, Work Program Participants, and employees in Child Development Lab) within a department, the University shall consider the individual qualifications and the seniority of employees when making shift assignments. All other factors being equal, seniority shall govern.

- B) Regular work schedules may be changed with reasonable advance notice (no less than fifteen (15) calendar days) to the employee(s) and the Union. Upon request from the Union, the University shall meet and discuss the reasons for such change. This Section applies to permanent schedule changes only.

### Section 12. Modification of Work Hours to Accommodate Staff Vacancies in the Child Development Laboratory and the Early Child Development Laboratory

Ensuring proper coverage for the children enrolled at the Child Development Laboratory and the Early Child Development Laboratory is of paramount concern. Recognizing the importance and legal necessity of having a regular staff member (one of the three employees permanently assigned to a classroom) present whenever children are being dropped off in the morning or being picked up in the evening, measures must be taken to ensure that a replacement is found whenever the incumbent bargaining unit employee assigned to either the early shift (7:15 a.m. – 3:45 p.m.) or the later shift (9:15 a.m. – 5:45 p.m.) in a classroom is off work for any reason. The regular staff members assigned to a classroom may voluntarily swap shifts with one another on a given workday to ensure coverage throughout the day if a regular staff member needs to be absent for a portion of the workday.

If the necessary coverage cannot be achieved through the swapping of shifts among the regular staff members assigned to the classroom, the following measures will be taken. The regular staff member assigned to the middle shift (8:30 a.m. – 4:30 p.m.) in the affected classroom will be offered the option of working the shift of the employee who is absent either in place of their regular

shift or as an overtime opportunity. Thus, for example, if the employee assigned to the early shift in a classroom is off work for any reason, the regular staff member assigned to the middle shift for that classroom will be offered the option of either working the early shift instead of their regular shift during the other employee's absence or, alternatively, working the early shift in addition to their regular shift as an overtime opportunity. If the regular staff member assigned to the middle shift elects the option to work the shift of the employee who is absent in place of their own shift, a part-time student worker or extra-help personnel will be assigned to work the middle shift in place of that staff member.

If the regular staff member assigned to the middle shift in the affected classroom declines the option to work the absent employee's shift, either in place of their own shift or as an overtime opportunity, the other available regular staff member assigned to that classroom will be offered the opportunity to come in early at the beginning of the workday (7:15 a.m.) or to stay late until the end of the workday (5:45 p.m.), whichever the case may be, as an overtime opportunity.

If both of the other two regular staff members assigned to the affected classroom decline the opportunity to cover the work of the absent employee, management will seek volunteers among the regular staff members assigned to the other classrooms to cover that work as an overtime opportunity. If multiple employees volunteer, management reserves the right to select the employee that it deems to be the best suited to fill in for the affected classroom, taking into consideration such factors as the qualifications of the volunteers and the age levels of the children in the classroom to which they are normally assigned. If, in the opinion of management, employee volunteers are equally suited to fill in for the affected classroom, management will consider the seniority and the amount of overtime opportunities that previously have been offered to those employee volunteers. If none of the other regular staff members assigned to the other classrooms volunteer to work the shift of the absent employee, management reserves the right to ensure proper staffing through the use of mandatory overtime or the use of extra-help to fill the shift.

### Section 13. Work Schedules for Work Program Participants and Community Workers

Because the work performed by Work Program Participants and Community Workers often requires them to perform their duties outside routine office hours (such as attending or participating in programs), a schedule consisting of five (5) consecutive, regularly scheduled seven and one-half (7 ½) hour workdays is neither feasible nor practicable with regard to those employees. Accordingly, the parties agree that the department must be afforded flexibility in scheduling the work of these employees so that their schedules coincide more closely with programmatic needs and the scheduled times of programs. Work Program Participants and Community Workers, therefore, may be scheduled to work varied schedules on any given workday or work week.

### Section 14. Remote and Hybrid Work

Employees may be eligible for remote or hybrid work arrangements consistent with University policy and procedures, which may be amended from time to time. Such determination for remote or hybrid work shall be made solely by the Employer, recognized by an arbitrator, and such Employer decisions shall not be arbitrary or capricious. For changes to remote or hybrid work arrangements that are not performance or conduct related, every effort will be made to

provide ten (10) calendar days' notice of such a change to accommodate commuting and other problems that may arise from such a change. In all instances, an employee shall be provided a notice of the change by the end of the scheduled workday (if working the day prior to the change) or twenty-four (24) hours' notice otherwise. Within fourteen (14) days of a denial, the union or the employee may request a brief, written explanation for the denial. In no instance shall an arbitrator possess the authority to award monetary relief.

## **ARTICLE IX LABOR/MANAGEMENT CONFERENCES**

### Section 1. General Considerations

The Union and the University 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 the University; such meetings to be referred to as "Labor-Management Conferences." Matters of mutual concern, including conditions tending to cause misunderstandings, may be considered. However once a grievance has been written, 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 University may request a Labor-Management Conference, which will occur at a mutually agreed upon time within ten (10) working days after said request. Any such Labor-Management Conference will be scheduled by the University's Labor and Employee Relations Section and the Union. A representative of the Labor and Employee Relations Section 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 upon 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.

### Section 2. Special Committees

During the course of negotiations, the Union expressed concern that the University is seeking to erode the bargaining unit by purportedly assigning bargaining unit work to non-bargaining unit personnel. The parties agree that they will continue to work together in a mutual effort to address this concern. Towards that end, the parties agree to form a committee comprised of representatives of both the University and the Union to review and recommend ways to address or alleviate this concern. This committee will be formed within thirty (30) calendar days following the full execution of this Agreement and will meet periodically thereafter until the parties elect to disband the committee.

The parties will also meet in good faith as part of the labor/management conference to discuss any remaining issues (such as seniority and parity) contained within the side letters that were attached to the past Collective Bargaining Agreement.

Whenever either party deems necessary, a joint committee may be instituted to meet and discuss child care, elder care, and other family related issues, as well as issues relating to Employee Assistance. This joint committee may issue recommendations to the University and the Union on these issues.

As reflected elsewhere within this Agreement, joint committees also may be utilized to address health and safety issues (*see* Article XIII).

## **ARTICLE X**

### **PERFORMANCE MANAGEMENT/DISCIPLINE**

#### Section 1. Performance Partnership Program

The parties agree that the previous disciplinary program utilized by the University 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 performance management program referred to as the Performance Partnership Program (PPP). This program is intended to be both positive and corrective in nature. Whenever an employee is given a Constructive Contact, the employee will be notified that the employee received a Constructive Contact. It is intended to recognize good performance through Positive Contacts and Positive Recognition letters. It is also intended to correct/eliminate employee deficiencies through both informal non-disciplinary supervisory discussion (Constructive Contact and Performance Improvement Discussion), and through formal progressive corrective steps where appropriate. These progressive steps include:

##### Formal Corrective Action

- A. Work Performance Reminder
- B. Written Reminder
- C. Decision Making Leave

##### Discharge

The University reserves the right to skip any and all informal and formal steps due to the seriousness of an infraction or due to patterns of infractions. Any infraction that occurs while an employee is in an active period of the Decision Making Leave step may result in discharge. Formal corrective action will be issued according to the tenets of the Performance Partnership Program and for just cause. Formal corrective action will be issued as soon as practicable after the University became aware that a bargaining unit member or members engaged in an offense giving rise to formal corrective action, but in no event (except extension) more than thirty (30) days after the action or event occurred or when representatives of the University first became aware of the incident or reasonably should have known that it occurred, unless the incident is subject to a criminal and/or administrative investigation outside the control of Illinois Human Resources. In cases of such outside investigations, the thirty (30) days will begin when Illinois Human Resources becomes aware of the results of investigations. The thirty day limitation period is deemed to have been met if the University schedules a pre-disciplinary meeting within the time period as outlined

in this agreement and the meeting is continued or delayed at the request of the Union, or if a pre-disciplinary meeting is conducted within that time period and a decision is held in abeyance pending further investigation by the University. A decision may not be held in abeyance more than eight (8) workdays from the date of the pre-disciplinary meeting.

The University may request an extension of the thirty (30) day time limit and the Union shall not unreasonably deny the request.

## Section 2. PPP Guidelines and Materials

PPP guidelines are set forth in the University's PPP Supervisor's Manual as it may be amended from time to time. The University shall provide the Union with copies of the guidelines and other materials that are provided to management regarding the proper implementation of the PPP. The University shall notify the Union of, and provide it with the opportunity to meet and bargain over, any substantive changes or modifications to the PPP guidelines set forth in the PPP Supervisor's Manual. The University shall offer training on the Performance Partnership Program to its supervisors on a bi-annual basis, and will seek to have all new supervisors undergo that training within their first year as a supervisor.

## Section 3. Just Cause

Formal corrective action and discharge shall be based on "just cause" as defined under the State Universities Civil Service System Statute and Rules. Just cause for formal corrective actions less than discharge include, but are not limited to: unauthorized and unexcused absence; leaving work without authorization; failure to punch in or out on a time card; habitual tardiness; punching another employee's time card; unauthorized key duplication and/or unauthorized possession of keys; inappropriate or unauthorized use of University resources or property; misrepresentation of absence; falsification of records; refusal to do assigned work; failure to follow work schedules; failure to follow time schedules; poor quality and/or quantity of work; insolence; failure to adhere to departmental regulations; smoking in prohibited areas; disregard of safety regulations; careless workmanship resulting in spoilage, waste or delay; gambling on institutional property; creating or contributing to unsanitary conditions; horseplay or scuffling; fighting; bullying or intimidating behavior; inappropriate interaction with University employees, students, or the public; sleeping during working hours; unauthorized visiting and loafing on the job.

Causes justifying discharge include, but are not limited to: all those listed as causes for suspension if they become recurring offenses and in addition, theft; insubordination; any illegal form of harassment; drinking intoxicating liquors on institutional time or property; inability to perform assigned duties satisfactorily as a result of drinking alcoholic beverages or using controlled substances; malicious damage to property, tools, or equipment; immoral or indecent conduct which violates common decency or morality; conviction of an offense involving moral turpitude; illegal or excessive use of controlled substances; sale of alcohol or illegal drugs on University property; assault; threats to health or safety of another person(s) or to University property; and possession of weapons on University property.

Absence of an employee for five (5) consecutive workdays without reporting to the Employer or person designated by the Employer to receive such notification may be cause for discharge in the absence of exigent circumstances that prevented them or someone acting on their behalf from being able to contact supervision at any point during that time period. For such absences, the following process will be followed:

1. Following the fifth consecutive workday of an absence by an employee without reporting, the Employer shall send notification of their absence to the employee and the Union.
2. Upon receipt of the notification, the employee shall have ten (10) workdays to respond.
3. If no response from the employee is received within the ten (10) workday timeframe, the employee will be considered to have resigned upon their last day of work. However, the University shall allow the employee to be reinstated to their former position if the employee can demonstrate that the employee was unable to provide proper notification of their absence to the University due to circumstances beyond their control.

Per the PPP supervisor's manual, to determine if action is warranted, supervisors will consider the following:

1. Did the employee clearly understand the rule or policy that was violated?
2. Did the employee know in advance that such conduct would be subject to disciplinary action?
3. Was the rule violated reasonably related to the safe, efficient and orderly operation of the business?
4. Is there substantial evidence that the employee actually did violate the rule?
5. Is the action planned reasonably related to the seriousness of the offense, the employee's record with the organization, and to action taken with other employees who have committed a similar offense?

#### Section 4. Manner of Issuing Corrective Action

Corrective action will be issued in a private manner so as not to cause unnecessary embarrassment to the employee. An employee may request that a Union representative attend a Performance Improvement Discussion. The presence of a Union representative, however, will not relieve the employee's obligation to participate in that discussion.

#### Section 5. Pre-disciplinary Meeting and Notification

When the University is contemplating formal corrective action, a pre-disciplinary meeting will be held. The University will provide at least three (3) work days' written notice to the employee and the Union prior to the initial meeting, except in cases of emergency, which the University alone may define. This notice shall contain the date, time and location of the meeting, the specific reason for the meeting, and apprise the employee of the right to representation at all times during the disciplinary process. The employee and their representative shall be given the opportunity at the pre-disciplinary meeting to rebut the reasons for the contemplated discipline. If the employee does not request Union representation, a Union representative nevertheless shall be entitled to be present as an observer at any and all such meetings. The three work days' written

notice may be waived for rescheduled or continued pre-disciplinary meetings, however, such meetings shall be held at a date and time that is mutually convenient for both parties.

#### Section 6. Notification of Corrective Action

If a Performance Improvement Discussion transpires or disciplinary action is taken against an employee, the University shall promptly furnish the Union through its designated representative (unless requested not to do so in writing) and the employee with written notice of such corrective action and the reasons therefore.

#### Section 7. Positive Recognition Letters

The University will provide the Union on a quarterly basis with copies of Positive Recognition Letters that have been issued to bargaining unit employees.

#### Section 8. Historical Information

All formal and informal actions will remain a part of the employee's work history. Formal corrective actions will deactivate according to the specified times outlined below, provided the employee has had no other formal corrective action during any of the active time periods. If an employee receives other formal corrective action during an active time period, all formal corrective actions will not deactivate until such time that all formal corrective action time periods have been completed. If a disciplinary action (including discharge) is challenged, management reserves the right to present an employee's entire work history as a means to illustrate the efforts management has undertaken to correct the employee deficiencies, including but not limited to all supervisor discussions and all formal corrective actions, regardless of activation status. Deactivated formal corrective actions will not be used to progress the current discipline, including discharge. However, if an employee establishes a pattern (more than three) of infractions, deactivated formal corrective actions may be used to progress the current discipline. Supervisor discussions do not deactivate and will remain a part of an employee's work history.

- A. Work Performance Reminder: Six (6) months; provided no other formal corrective action occurs during this time period.
- B. Written Reminder: Twelve (12) months; provided no other formal corrective action occurs during this time period.
- C. Decision Making Leave: Twenty-four (24) months; provided no other formal corrective action occurs during this time period.

#### Section 9. Right to Appeal

The Union reserves the right to appeal any formal corrective action, including discharge, via the grievance procedure, up to and including binding arbitration. The employee reserves the right to rebut, in writing, any Performance Improvement Discussion. Any Performance Improvement Discussion rebuttal shall be made a part of the employee's unit file and a copy shall be sent to the campus PPP coordinator.



## **ARTICLE XI PERSONNEL FILES**

### Section 1. Official Personnel File

The Records Administration Section of the University's Illinois Human Resources Department 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 University shall furnish the employee with a copy of the 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 the 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 the employee so wishes. Reasonable requests to copy documents in the files shall be honored.

Employees (and the Union) also will 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 any 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.

### Section 5. Transcripts

Employees shall be responsible for obtaining and submitting to the University all transcripts (including high school, vocational, college and university transcripts) required as part of the application process for open positions, and to the extent necessary for obtaining and maintaining all licenses, certifications, or other requisites needed for the employee's position throughout their employment. The University will reimburse employees for the cost of replacing any certified transcripts that are inadvertently lost or destroyed by the University.

## **ARTICLE XII BENEFITS**

### **Section 1. University Controlled Benefits**

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

### **Section 2. Benefit Information**

Employees may obtain information related to their benefits and cumulated totals (including floating holidays, vacation accrual, and sick leave accrual) from their earnings statements, the NESSIE website, and Illinois Human Resources.

### **Section 3. Holidays**

#### **A) Recognized Holidays**

The University recognizes twelve (12) 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), Juneteenth (as determined by the President of the University 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 their vacation or leave.

#### **C) Saturday and Sunday Holidays**

When a holiday falls on a Saturday, the preceding Friday will be treated for all purposes as the holiday, and when a holiday falls on a Sunday, the following Monday will be treated as the holiday. This Section 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 the regular rate.

E) Work Required on Holiday

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

F) Gift Days

If gift days are awarded, employees who are required to work on a gift day(s) will be allowed to use the gift day(s) at mutually agreed upon alternative time prior to the end of the fiscal year.

Section 4. Employee Development and Educational Benefits

The University 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 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 a fifty percent (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 the Civil Service System for a position shall be provided, as determined by the University. When new technology or other changes in the work place require additional training, as determined by the University, such training shall be provided.

Section 5. 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:

Years of Service Completed At Least	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:

Years of Service Completed At Least	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 the 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 the hourly rate for their regularly scheduled hours of work, exclusive of any overtime and/or any other premiums.
- F) Subject to the operational needs of the University, the department will schedule the vacation of employees. In doing so, the University will strive to respond to vacation requests submitted by employees as soon as practicable and will endeavor to honor the employees' requests for specific vacation periods.
- G) When vacation leave is necessary to handle urgent personal or emergency situations that are beyond the control of the employee and arise too suddenly to permit advance approval, the employee may be granted post-approval by the supervisor, who may require clarification of the urgent personal or emergency situation.
- H) To the extent permitted by the University's Policy and Rules, an employee may utilize any accumulated, but unused vacation and personal leave in lieu of an approved absence without pay if the employee's sick leave accrual has been exhausted.

- I) Upon termination of employment, an employee shall be paid for any vacation and personal leave accumulated as of the employee's last scheduled workday. The employee's effective date of termination is the last day worked and is not extended by the payment of the vacation and personal leave benefit.

#### Section 6. Funeral Leave

- A) Paid leave of five (5) days will be granted to an eligible employee for bereavement, travel, and the funeral 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 the above outside the employee's household.
- B) Immediate family is defined as: father, mother, sister, brother, spouse, civil union partner, 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 the purposes of applying funeral leave, relationships existing due to marriage or civil union will terminate upon the death or divorce of the relative through whom the marriage or civil union relationship exists, unless there are children eighteen (18) years old or younger from the relationship. Current marital or civil union 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: one-fifth (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 7. Jury Leave

An employee, upon request, shall be granted a leave of absence with pay at the 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 services are not required by the court. If, after being excused by the court, four (4) or more hours remain in the employee's University schedule for that workday, an employee must call the 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 the employee is 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 the 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 they are 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 the shift commences must call their 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 the employee is excused for jury duty and for which the employee 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 given, because jury duty service is not University employment.

#### Section 8. 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 the employee 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 employee, the employee's spouse, civil union partner, domestic partner, children, parents, siblings, grandchildren, grandparents and members of the household. "Children" include biological, adopted, foster, stepchildren, legal wards, children for which an employee is standing In loco parentis, and children who are members of the employee's household. "Parent" is defined as a biological parent, stepparent, parent-in-law, or an individual who stood in loco parentis to the employee. 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, 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.
- F) An employee who will be absent from work shall notify the appropriate University supervisor or designee before the start of the scheduled work shift or another time period established by the unit consistent with the unit's operational needs, unless an exigent circumstance prevents the employee from making such notification. Such notification shall be consistent with unit guidelines. If the employee anticipates that the absence will exceed one (1) work day, the employee shall notify the supervisor or designee of the anticipated length of the absence. However, the notification of anticipated duration shall not relieve the employee from notifying on a daily basis if the unit requires. The Employer may require additional information at the time of notification for an ADA or FMLA qualifying event.

#### Section 9. Military Leave

A leave of absence shall be granted to an eligible employee who is a member of any reserve component of the United States Armed Forces or of any reserve component of the Illinois State Militia/National Guard for any period actively spent in military service, in accordance with state and federal law. Eligible employees include those in status, trainee, learner, or apprentice appointments and employees in provisional appointments intended to become permanent. Such leave will be granted whether or not within the state and whether or not voluntary. Compensation while on active duty will be as provided by the State of Illinois Military Leave of Absence Act (5 ILCS 325/1). Leave for Service in the Armed Forces of the United States without pay shall be granted an eligible employee who enlists, volunteers for, or is inducted into such service. Reemployment following discharge will be in compliance with the Service Men's Employment Tenure Act (330 ILCS 60/1), the Military Selective Service Act (50 App, Sec. 451 et seq.) and the Employment and Reemployment Rights of Members of the Uniformed Services Act (38 U.S.C. 4301 et seq.).

#### Section 10. Special Leave of Absence

Whenever practicable and operations permitting, the University will grant requests for a 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 their sick and disability benefits and who is still unable to

return to work;

- B) An employee engaged in public interest work or furthering their education;
- C) Child care and family responsibility beyond the University's sick leave policy; or
- D) An employee who wants to be with their spouse or civil union partner while the spouse or civil union partner 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 University 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 11. 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, unless at a later date and prior to receiving any benefits the employee donates the minimum time (one day) to the Sick Leave Bank from their personal sick leave balance and has accrued at least ten (10) days of personal sick leave pursuant to Rule 10.02 of Policy and Rules.

#### Section 12. Parental Leave

Bargaining unit employees will be eligible for six (6) weeks of paid parental 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 parental leave must submit a request to the employing unit for approval. Such parental leave will be administered in accordance with Policy and Rule 11.15.

#### Section 13. Other Leaves

To the extent that other leaves are authorized or mandated by federal, state or municipal law (such as the Disaster Service Volunteer Leave Act), the University will grant such leaves to employees in accordance with and pursuant to the terms or provisions of those laws.

#### Section 14. Physical Examinations

The University may require employees holding positions in either the Child Development Laboratory or the Early Child Development Laboratory to undergo a physical examination to fulfill state licensing requirements. The University will reimburse those employees for any costs associated with those examinations that are not covered by the employee's health insurance (such as any co-pay). The University will permit employees to undergo such examinations during their



regular working hours at a time approved by the department and without loss of pay.

#### Section 15. State University Retirement System

The parties recognize and acknowledge that retirement benefits for University employees are dictated and controlled by Illinois state law and any rules, regulations or policies promulgated by the Illinois State University Retirement System (SURS). The University will offer retirement benefits to bargaining unit members in accordance with the applicable state law and any applicable SURS rules, regulations and policies.

#### Section 16. Hazardous Weather

The parties recognize that the University does not stop providing services when inclement weather impacts campus. However, in the event that there are two (2) or more days within a contract year (August 31<sup>st</sup> through August 30<sup>th</sup>) in which bargaining unit employees are notified by the University to not attend work, and the employees subsequently did not attend work due to hazardous weather, the University and the Union shall meet and discuss the potential modification of the hazardous weather policy if a meeting is requested by the Union.

### **ARTICLE XIII HEALTH AND SAFETY**

#### Section 1. General

Consistent with the standards set by the Illinois Department of Labor, the University shall provide a safe and healthful workplace. The University therefore agrees to make adequate provisions for the safety and health of employees covered by this Agreement during the hours of their employment. Appropriate safety rules will be posted in each department. The University will pay the cost of all safety items that it requires its employees to use while on the job. The University 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 University 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

A joint Union-Management Health and Safety Committee will be established with six (6) representatives from the University 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 that concern the health and safety of bargaining unit employees.

If the committee determines that an unsafe or unhealthful working condition is in existence,

the University will endeavor to correct such condition within a reasonable period of time.

### Section 3. Ergonomics

The University shall endeavor to provide ergonomically correct equipment.

### Section 4. 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 University from such disease.

### Section 5. McKinley Flu Vaccines

Employees of the University's McKinley Health Center, both within and outside of the bargaining unit, may be required to wear a mask whenever they have direct contact with or come within six (6) feet of patients, unless they have obtained a flu vaccination within the past twelve (12) months.

### Section 6. Fitness for Duty

When the Employer has reason to suspect that an employee is not fit for duty and has requested a fitness for duty evaluation which determines the employee is unfit for duty and the employee's physician certifies that the employee is fit for duty, the Employer may rely upon the decision of an impartial physician, selected by mutual agreement, as to the employee's fitness for duty. Such examination shall be paid for by the Employer. Upon the request of the employee or Union, the University shall meet with the Union to discuss the fitness for duty evaluation request.

## **ARTICLE XIV MISCELLANEOUS PROVISIONS**

### Section 1. Reimbursement of Expenses

The University will seek to reimburse any work-related expenses incurred by employees as expeditiously as possible striving to provide such reimbursements within thirty (30) calendar days following the employee's submission of all necessary documentation verifying the expenses that were incurred.

## **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 the completion of the probationary period in a lower class within 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 University shall meet with the employee periodically to review with the employee their progress on the job. If the probationary employee fails to demonstrate the ability and qualifications necessary to furnish satisfactory service, then the University shall dismiss the employee from the probationary appointment and will meet with the employee to inform the employee 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 University shall terminate the probationary appointment and will meet with the employee to inform the employee of the reason(s) for the decision. Such employee shall return to the previous class, provided that the employee has sufficient seniority pursuant to Article XIX (Layoff Procedure).

## **ARTICLE XVI DUES DEDUCTION**

### **Section 1. Dues and Other Authorized Deductions**

Upon the receipt of authorization from the Union, the University shall withhold from the employee's pay any Union-related deductions authorized by that employee, and any authorized increase therein, including without limitation deductions for membership dues, assessments, fees, PEOPLE contributions, and Union-sponsored benefit programs. Any amounts withheld pursuant to the employee's authorization shall be remitted on a monthly basis to AFSCME Council 31 at the address designated by the Union. The Union shall advise the University in writing of any dues increases at least thirty (30) calendar days prior to those increases becoming effective.

The Union shall maintain accurate records of the voluntary deductions which have been authorized by represented employees, and shall give the University timely notice of any changes in such authorizations, with the understanding that the University will execute said changes in payroll deductions in accordance with the provisions of the Illinois Educational Labor Relations Act. The Parties agree that if any bargaining unit member requests a change in membership/dues status, the bargaining unit member shall be directed to the Union. Authorized deductions may be revoked in accordance with the terms of the authorization and the provisions of the Illinois Educational Labor Relations Act.

Union members who leave the bargaining unit for another civil service position at the University shall be directed to the Union and their union dues deduction will continue until the Union instructs the University to stop deductions.

### **Section 2. Wage Withholdings**

The University shall take such steps as may be required to accomplish any wage withholding authorized or required by Section 1 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 University to make any withholding unless and until the Union has notified the University of the address to which the amount so withheld should be sent and has certified the amount of the dues and assessments to be withheld within sufficient time to permit the University to carry out its obligations to so withhold. The amount withheld shall not change until the Union notifies the University in writing that a different dues amount should be collected.

### Section 3. IELRA

The University and the Union are both cognizant of the provisions of the Illinois Educational Labor Relations Act (“Act”) and the rules promulgated by the Illinois Educational Labor Relations Board (“Rules”). The Act and these Rules are incorporated into this Agreement by reference and the University and the Union agree to comply with and abide by all provisions of the Act and the Rules.

### Section 4. Indemnification

The Union shall indemnify, defend, and hold the University 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 University, 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 University by the Union pursuant to this Article; and including any charge that the University failed to discharge any duty owed to its employees arising out of the deduction.

### Section 5. Pay Status

Nothing contained within this Article shall require the University to take any action to collect any dues or fair share fee from any employee in any given pay period except to the extent that such employee earns wages from the University 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 University 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

### Employee-Supervisor Discussion.

An employee who has a request or complaint shall discuss the request or complaint through an informal discussion with the designated supervisor in an effort to settle the same. An employee may do this personally, or through the Union. The supervisor may continue the meeting to obtain additional information or to seek assistance from the Labor and Employee Relations Section of Illinois Human Resources. Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to participate in the discussion as well. If the employee believes that the result of the discussion will lead to a formal grievance, the employee shall notify the supervisor of this at the conclusion of the discussion.

## Section 3. Step Procedures

### A. Formal Grievance.

The above procedure, if followed in good faith by both parties, should lead to a fair and prompt solution of most daily issues. However, if a request or complaint is not satisfactorily resolved, the issue may be reduced to writing and filed promptly as a formal grievance. The written grievance need not follow any particular format, but the grievance, shall be signed by the party submitting the grievance and contain sufficient information, including, a brief summary of the facts, the section or sections of the Collective Bargaining Agreement allegedly violated, and the remedy being sought. If the written grievance does not contain the necessary information for a response, the University may return the grievance to the party who submitted the grievance and request more complete information so that the University may respond to the grievance. The Union shall be granted five (5) workdays to resubmit the grievance.

A formal grievance may be filed under the steps indicated below by an employee, a group of employees or the Union. Employees shall be entitled to Union representation at each step of the grievance procedure.

### B. Departmental Review.

To be considered a formal grievance, a grievance must be filed in writing with the employee's Department Head within thirty (30) calendar days of the incident or event giving rise to the grievance, or within thirty (30) calendar days after the employee reasonably should have known that the occurrence would affect them.

Upon receiving the grievance, the Department Head or designee shall respond in writing to the grievance within fifteen (15) calendar days after receiving the grievance, unless the parties are able to reach a resolution or unless either party requests a meeting to discuss the grievance. If either party requests a meeting to discuss the grievance, the Department Head or designee will schedule a meeting fifteen (15) calendar days of the meeting being requested and shall respond in writing to the grievance within fifteen (15) calendar days after the meeting is concluded. Either party may invite a member of the Labor and Employee Relations Section of Illinois Human Resources to

attend as well. If the Department Head or designee fails to answer within fifteen (15) calendar days after receipt of the grievance or the close of the meeting, or if the Department Head or designee's answer does not resolve the grievance acceptably to the employee or the Union, the grievance may be appealed to the Chancellor, provided that the appeal is filed in writing within fifteen (15) calendar days after the Department Head's answer is received or due.

C) Bypassing Departmental Review.

The Union may file a grievance at the campus review level of the grievance procedure if the grievance is "common" to employees employed in more than one (1) department covered under this Agreement, if the grievance is an issue whereby the supervisor and/or department head do not have the authority to resolve the grievance, or is regarding a University-wide policy or practice. The Chancellor or the Chancellor's designee retains the right to remand the grievance to the department if the Union has misapplied the foregoing procedural requirements or determines the grievance is more appropriate for review at the departmental level.

D) Campus Review.

Within fourteen (14) calendar days after receiving an appeal, the Labor and Employee Relations Section of Illinois Human Resources, as the Chancellor's designee, shall schedule and conduct a hearing on the grievance unless the Union notifies the Labor and Employee Relations Section that it is waiving its right to a hearing. At the hearing, the parties to the grievance will be afforded an opportunity to present testimonial and documentary evidence in support of their respective positions. The Labor and Employee Relations Section of Illinois Human Resources will issue a written decision on behalf of the Chancellor within twenty-one (21) calendar days after the hearing is concluded, or if a hearing is waived by the Union, within twenty-one (21) calendar days after receipt of the appeal.

E) Arbitration.

The Union may appeal the decision rendered on behalf of the Chancellor to an arbitrator by notifying the Director of Labor and Employee Relations in writing that it is appealing the decision to arbitration within thirty (30) calendar days after the decision was received by the Union or was due.

Section 4. Arbitration

A) Appeal to Arbitration

If in accordance with the foregoing procedure the grievance(s) is appealed to arbitration, representatives of the University 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 that the Federal Mediation and Conciliation Service or the American Arbitration Association submit a list of seven (7) arbitrators who are not affiliated with the University. Upon receipt of the list, the parties shall alternately strike the names of three (3) arbitrators, with the University 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 their selection by the parties or their representatives. A mutually agreeable hearing date thereafter will be set by the parties to the grievance and the arbitrator. If the issue to be arbitrated is mutually agreed upon between the University and the Union, the 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 University. 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 University, except that each party will be responsible for any expense incurred in the preparation and presentation of its own case.

C) Arbitrability.

Questions of arbitrability shall be decided by the arbitrator. If a question of arbitrability is raised, the arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such a nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to the merits of the dispute. Dismissal of a non-status employee (including, any individual employed as a learner, trainee, intern, or a probationary employee) is not appealable or subject to the grievance procedure.

An employee or an employing unit may request a review of the appropriateness of a position classification as described in Article XX (Position Classification Review). A request concerning an individual's position classification may not be appealed to arbitration.

Section 5. Mutually Agreed Extension of Time Limits

The time limits contained within this Article may be extended by mutual written (e-mail included) agreement of the University and the Union. For the purposes of this Article, workdays are defined as Monday through Friday.

Section 6. Payment for Time

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

## Section 7. 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 to:

1. Follow the procedures for review specified in the Statute and Rules of the State Universities Civil Service System, 80 Illinois Administrative Code, Ch. VI, Section 250.110(f) or;
2. File a grievance which appeals such action to arbitration by notifying the Associate Provost for Human Resources of a desire to do so, in writing, within fifteen (15) calendar days after service of the written charges by the University. 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 University 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 Statute and Rules 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 employee's discharge or demotion. The law provides, and the parties agree, that the Illinois Administrative Review Act prescribes an employee's appeal rights of a Merit Board decision.

All provisions of Section 4 of this Article (above) apply to arbitrations which are conducted pursuant to this special procedure.

## **ARTICLE XVIII TEMPORARY ASSIGNMENTS**

If a status employee is temporarily assigned by the University to perform the distinguishing features (as determined by the class specification) of a position in a higher classification, the employee shall receive an increase of four percent (4%) to their 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 exceed more than thirty (30) consecutive work days in 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 University makes temporary downgrading assignments by assigning a status employee who meets the minimum qualifications of the classification to which assignment is being made.



The University makes temporary upgrading assignments by assigning status employees from active registers for the classification, 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 University may assign only those status employees who meet the minimum qualifications for the classification to which assignment is being made.

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

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

## **ARTICLE XIX LAYOFF PROCEDURE**

### **Section 1. Layoffs and Vacancies**

Except to the extent otherwise provided by the State Universities Civil Service System Statute and Rules or by any other applicable law in effect at the time of the layoffs, whenever it becomes necessary to lay off one or more employees in effect at the time of the layoffs, the employee who has the least amount of service shall be laid off first, and additional layoffs shall be made in the ascending order of the place of the employee on the service and seniority lists for that classification.

When any employing unit decides that a reduction in the work force is necessary, that reduction in force shall be implemented in accordance with the following procedures and provisions. Upon receiving notice of a proposed layoff, the University's Illinois Human Resources department will attempt to place affected employees into vacant positions or explore alternatives to avoid displacement whenever possible.

If an employing unit lays off an employee, that employee will be placed in a vacant requisitioned position in the same classification. If there is more than one (1) vacant requisitioned position, the employee will be placed in the last requisitioned position submitted to the Illinois Human Resources Office.

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.

### **Section 2. Layoffs and Bumping Rights**

If there are no vacant requisitioned positions, the displaced employee will bump the least senior employee in that classification in the administrative unit (College, School, Department, etc.). If there

are no employees with less seniority in that classification in the unit, the employee will bump the least senior employee in that classification campus- wide. If there are no less senior employees campus-wide, the employee can apply previously accumulated seniority in another classification and be placed into a vacant requisitioned position within that classification, if one exists. If there are no vacant requisitioned positions, the employee will bump the least senior employee within their administrative unit, or, if necessary, campus-wide.

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

The least senior employee bumped within an administrative unit will have the right to bump into the position held by the least senior employee within their classification campus-wide, or if necessary use seniority in another classification within their administrative unit (College, School, Department, etc.) first, and then campus-wide as described below:

- (1) An employee subject to layoff who has completed a probationary period will be offered the position of the least senior employee in the classification. If the employee is the least senior, then the employee will be offered the position of the least senior employee in the next lower class in the promotional line. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line when the employee is the least senior in the classification offered.
- (2) An employee who has not completed a probationary period, or a status employee who has gained seniority in a classification outside of the promotional line, will be offered the position of the least senior employee in the classification. If the employee is the least senior, then the employee will be offered the position of the least senior employee in the next lower classification. This process will repeat for the remaining classifications by ranked levels in descending order in the promotional line as long as the employee is the least senior.

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.

### Section 3. Notice of Layoffs

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.

The University will seek to ensure that all employees affected by a layoff are afforded

sufficient time to consider, and discuss with any University and/or Union representatives of their choosing, any rights and options that they may have relating to the layoff. Specifically, the University will strive to notify employees affected by a layoff, as well as their Union representative, as far in advance of the anticipated layoff as possible in an attempt to maximize the amount of time that the affected employees may consider, and the Union representative may discuss with the affected employees, any available options that they may have (such as bumping rights). Whenever operational demands permit, the University also will strive to provide employees affected by a layoff with at least seven (7) calendar days to exercise any available options that they may have.

#### Section 4. Recall

Recall of employees will be on the basis of seniority within the appropriate classification, with the most senior employee on layoff being the first employee to be recalled.

#### Section 5. Administration

The campus Director of Illinois Human Resources, or designee, shall be responsible for the administration of this Article.

### **ARTICLE XX FILLING OF PERMANENT VACANCIES IN BARGAINING UNIT**

#### Section 1. Definition of a Permanent Vacancy

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

- A) When the University determines to establish a new position or;
- B) When any of the following personnel transactions takes place and the University determines to replace the previous incumbent: transfers, promotions, demotions, resignations, dismissals or discharges.

Vacancies filled by employees as a result of a demotion or a voluntary reduction in classification in lieu of layoff shall not be considered vacancies for the 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 regarding applicable permanent vacancies at the campus Illinois Human Resources website at <http://humanresources.illinois.edu/job-seekers/how-to-apply/civil-service-employees/civil-service-job-postings.html>. This website is subject to change.

Employees will be afforded the opportunity to be notified of added and updated postings

of available Civil Service positions at the University by subscribing to the Civil Service Jobs Listserv that is maintained by the University.

The University will maintain and regularly update a transfer list of employees by classification on a website that can be accessed by both departments and employees.

### 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. Factors Considered

When a vacancy occurs, seniority will receive consideration along with other relevant factors among qualified and eligible applicants. Employees on the applicable transfer list will also receive consideration for each vacancy.

The University may consider a variety of factors when making hiring decisions, including financial issues. A department will not be prohibited from considering an applicant or lateral transfer based solely upon budgetary constraints.

### Section 5. Civil Service Examinations

The University will open Civil Service examination testing for the promotional employees within the classifications series within the bargaining unit including the AFSCME Local 698 represented library series at least once every six (6) months. The promotional registers shall be maintained in accordance with the State University Civil Service System's (SUCSS) Statute and Rules. In the event additional classifications are accreted into AFSCME Local 3700's bargaining unit, the parties shall meet to discuss potential additions to this Section.

When a vacancy occurs within a bargaining unit classification, the University will allow individuals who are interested in, and meet the minimum qualifications for, that vacancy to apply for testing within that classification, provided that testing for that classification has not occurred within the past thirty (30) calendar days. Individuals' ability to rewrite an examination for a class will be in accordance with SUCSS Statute and Rules. Notice of the application period for testing shall be given on the Human Resources Website and Civil Service Jobs Listserv or successor service(s). The University will determine the length of time that the application period for testing will remain open, but in no event shall the period be less than four (4) regular workdays for vacancies on a register that is open only to current employees, nor less than three (3) regular workdays for vacancies on a register that are open to external, as well as internal, applicants. This does not preclude the University from making exams available more often, including the determination to accept exam requests on a continuous basis.

## **ARTICLE XXI**

### **POSITION CLASSIFICATION REVIEW**

#### Section 1. Illinois Human Resources Office Review

An employee may request an audit of the appropriateness of the employee's current classification at any time. An employee requesting the audit will be provided a reasonable amount of time during work to consult with their supervisor regarding this matter and to prepare an updated job description for their position. Audit requests shall be reviewed by the Illinois Human Resources department, and audits normally will be scheduled within thirty (30) calendar days of the date that the request is first received by the Illinois Human Resources department.

If the audit substantiates that an employee has been performing the duties of a higher level classification, the employee will be paid the rate associated with the higher level classification retroactive to the beginning date of the pay period in which the audit request documents were received and verified by Illinois Human Resources, provided that the employee has passed the requisite examination if an examination is required for the higher level classification. If the employee is then reclassified, such reclassification also will be made retroactive to the beginning date of the pay period in which the audit request documents were received and verified by Illinois Resources. If the employee has not passed the requisite examination, the effective date of any salary increase and reclassification shall be the beginning date of the pay period following successful completion of the requisite examination.

When an employee seeks a Position Classification Review on the basis that they believe that they have been performing a preponderance of permanent duties of a higher level classification, and an audit conducted by Illinois Human Resources substantiates that the employee has been performing work at a higher level than their classification, the employee will be paid the approved rate associated with the higher level classification retroactive to the beginning date of the pay period in which the audit request documents were received and verified by Illinois Human Resources, provided that the employee has passed the requisite examination. In situations where the employee has requisite grade (meaning they have passed the requisite examination), the University will define the "verified" date as the date upon which Illinois Human Resources received both a request for an audit and a proposed updated job description, and make the pay retroactive to the beginning date of the pay period in which those two documents were received by the employing unit if the unit is part of the departmental classification program or Illinois Human Resources. A Position Classification Review Request may commence at the unit level or the individual may submit their request to IHR in accordance with the State Universities Civil Service System Rules. This process shall not be unreasonably delayed by the employer, as long as all documents are submitted in accordance with provisions herein.

In the event that Illinois Human Resources determines that, although the employee is performing the work of a higher classification for the preponderance of time, the work of a higher classification is not permanent, the employee shall be paid a wage premium of 4% or the minimum pay for the higher classification, whichever is higher, for the period of time that the work of the higher classification was performed.

## Section 2. State Universities Civil Service System Review

After the University has completed its review of an audit request, the requesting employee may seek further review of the classification only from the Illinois State Universities Civil Service System in accordance with the Civil Service System's Statute and Rules.

### **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 to provide feedback to employees on their progress over the course of the evaluation period.

Where such evaluations are utilized, they will be conducted either periodically or on prescribed occasions within an annual period between the employee and the 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 the signed evaluation form. The signature of the employee does not constitute an 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 University 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 University or its representatives during the term of this Agreement.

## **ARTICLE XXIV PARKING**

Commencing upon the full execution of this Agreement and continuing thereafter through the remainder of this Agreement, bargaining unit employees who elect to purchase parking passes for daytime parking will be required to pay a fee that is equivalent to nine-tenths of one percent (0.9%) of their respective annual base salary. Effective August 21, 2022, the rate shall increase to 0.92%. Effective August 20, 2023, the rate shall increase to 0.94%. Part-time employees who elect to purchase parking passes will continue to be charged the corresponding full-time rate. The University will offer parking on shuttle lots (if applicable) and night-time parking to bargaining unit employees under the same terms as it is offered to other University employees.

## **ARTICLE XXV SAVINGS ARTICLE**

Should any part of this Agreement 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 of the Agreement, which shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provision(s).

## **ARTICLE XXVI ENTIRE AGREEMENT/WAIVERS**

This Agreement represents the entire agreement between the parties. Any amendments to this Agreement must be in written form and signed by the authorized official(s) of each party. This Section, however, 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 Agreement shall become retroactive to August 22, 2021 and remain in full force and effect through the completion of the last shift beginning prior to 12:00 a.m. midnight on August 31, 2024.

This Agreement shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least one hundred and twenty (120) days prior to its expiration date of a desire to modify or terminate the Agreement, in which event negotiations shall be undertaken without undue delay.

## Section 2. Status During Negotiations

Once the notice 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 after the expiration date of this Agreement either party may terminate the Agreement by giving at least ten (10) days written notice to the other party of its intention to so terminate.

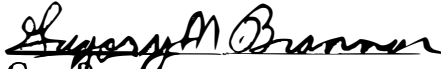
## Section 3. Commencement of Negotiations

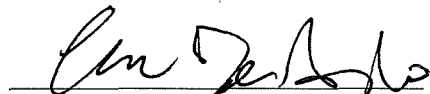
The party giving notice of a desire to modify the Agreement as provided in Section 1 above shall commence negotiations by submitting a detailed list of the desired modifications or changes. The party receiving the notice thereafter may propose additional changes in the Agreement.

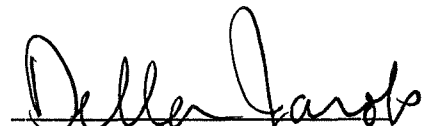


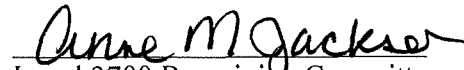
IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

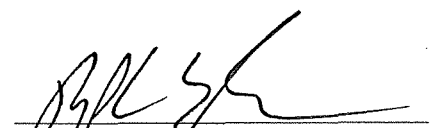
LOCAL 3700, COUNCIL 31 OF THE  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL  
EMPLOYEES

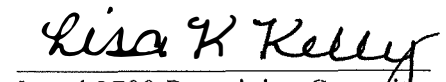
  
Greg Brannan  
Local 3700 President


  
Christina De Angelo  
AFSCME Staff Representative

  
Local 3700 Bargaining Committee

  
Local 3700 Bargaining Committee

  
Local 3700 Bargaining Committee

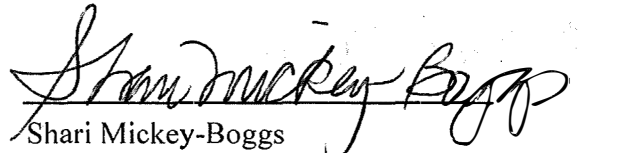
  
Local 3700 Bargaining Committee

  
Local 3700 Bargaining Committee

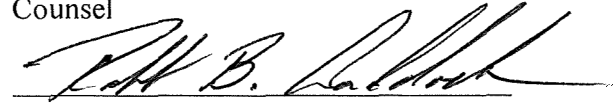
THE BOARD OF TRUSTEES  
OF THE UNIVERSITY OF  
ILLINOIS

BY: \_\_\_\_\_  
Paul Ellinger  
Interim Comptroller

\_\_\_\_\_  
Jami Painter  
Senior Associate Vice President for Human  
Resources

  
Shari Mickey-Boggs  
Senior Associate Chancellor for Human  
Resources


\_\_\_\_\_  
Thomas H. Riley, Jr.  
Executive Director of Labor and Special  
Counsel

  
Robb B. Craddock  
Chief Negotiator

APPROVED AS TO LEGAL FORM:

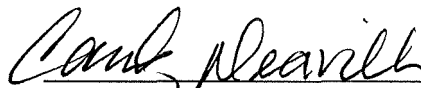
\_\_\_\_\_  
Office of University Counsel (date)


  
Local 3700 Bargaining Committee

  
Local 3700 Bargaining Committee

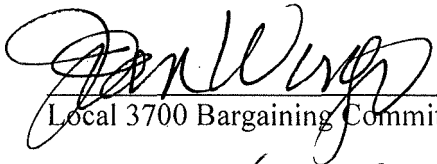
  
Local 3700 Bargaining Committee

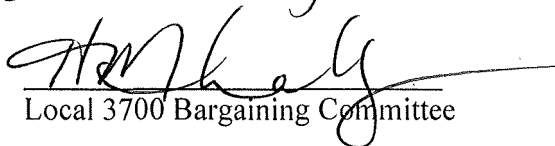
  
Local 3700 Bargaining Committee

  
Local 3700 Bargaining Committee

  
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Local 3700 Bargaining Committee

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Local 3700 Bargaining Committee

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Local 3700 Bargaining Committee

## APPENDIX A

### Classification Salary Grades

Class Code	Class Title	Salary Grade		Class Code	Class Title	Salary Grade	
38516	Accounting Assistant	13		45835	Medical Insurance Specialist	17	
38524	Accounting Officer	15		32663	Office Manager	16	
46512	Accounting Specialist	16		3266B	Office Manager, Area I	20	
10452	Assistant Program Director	17		3266C	Office Manager, Area II	17	
06943	Cashier I	09		08454	Office Support Assistant	10	
06954	Cashier II	11		0845D	Office Support Assistant, Area I	12	
06962	Cashier III	13		0845F	Office Support Assistant, Area II	12	
06972	Cashier IV	15		08467	Office Support Associate	12	
32844	Collection Assistant Manager	18		0846B	Office Support Associate, Area I	14	
32825	Collection Representative	11		0846D	Office Support Associate, Area II	13	
32833	Collection Specialist	13		32436	Office Support Specialist	14	
09511	Coordinator of Tenant Union Program	20		3243D	Office Support Specialist, Area I	17	
48074	Customer Service Assistant	12		3243F	Office Support Specialist, Area II	15	
48084	Customer Service Representative	13		07923	Payroll Clerk	11	
05101	Equipment Attendant	10		40653	Payroll Specialist I	13	
00363	Food Service Administrator I	14		40664	Payroll Specialist II	15	
38566	Health Information Technician	14		40674	Payroll Specialist III	16	
00442	Housing Representative	16		40582	Pharmacy Technician I	11	
07683	Inventory Clerk	10		40593	Pharmacy Technician II	14	
32913	Inventory Specialist	13		11642	Public Safety Telecommunicator	17	
49014	Library Assistant	12		38772	Retail Associate	09	
49004	Library Clerk	10		11682	Routing Dispatcher II	12	
05453	Main Desk Attendant	10		08012	Shipping & Receiving Clerk	11	
45823	Medical Insurance Associate	13		38402	Supervisor of University Union Operations	16	
45813	Medical Insurance Representative	12					

## Effective 8/22/21

		Salary Step						*	
		14	15	16	17	18	19		
09		15.004	15.302	15.606	15.919	16.238	16.563	20.899	Hourly
		29257.80	29838.90	30431.70	31042.05	31664.10	32297.85	40753.05	Annual
10		15.692	16.008	16.327	16.655	16.986	17.326	21.863	Hourly
		30599.40	31215.60	31837.65	32477.25	33122.70	33785.70	42632.85	Annual
11		16.459	16.788	17.123	17.465	17.816	18.171	22.927	Hourly
		32095.05	32736.60	33389.85	34056.75	34741.20	35433.45	44707.65	Annual
12		17.581	17.932	18.291	18.655	19.029	19.409	25.480	Hourly
		34282.95	34967.40	35667.45	36377.25	37106.55	37847.55	49686.00	Annual
13		18.369	18.736	19.112	19.492	19.882	20.280	26.623	Hourly
		35819.55	36535.20	37268.40	38009.40	38769.90	39546.00	51914.85	Annual
14		19.247	19.634	20.026	20.426	20.835	21.251	27.898	Hourly
		37531.65	38286.30	39050.70	39830.70	40628.25	41439.45	54401.10	Annual
15		20.126	20.528	20.936	21.356	21.782	22.219	29.168	Hourly
		39245.70	40029.60	40825.20	41644.20	42474.90	43327.05	56877.60	Annual
16		21.090	21.512	21.941	22.379	22.828	23.284	30.566	Hourly
		41125.50	41948.40	42784.95	43639.05	44514.60	45403.80	59603.70	Annual
17		22.148	22.591	23.043	23.503	23.973	24.452	32.100	Hourly
		43188.60	44052.45	44933.85	45830.85	46747.35	47681.40	62595.00	Annual
18		23.257	23.723	24.192	24.681	25.173	25.675	33.702	Hourly
		45351.15	46259.85	47174.40	48127.95	49087.35	50066.25	65718.90	Annual
20		25.580	26.093	26.614	27.148	27.692	28.244	37.074	Hourly
		49880.14	50881.35	51897.30	52938.60	53999.40	55075.80	72294.30	Annual

Title	Eff 8-22-2021
Admissions & Records Representative	\$ 16.16
Assistant Records Management Officer	\$ 22.20
Events Coordinator	\$ 19.22
Events Coordinator (Allerton House)	\$ 19.22
Interpreter for the Deaf and Hard of Hearing	\$ 23.30
Program Assistant	\$ 19.22
Retail Services Supervisor	\$ 18.31
Service Office Supervisor	\$ 18.31

**Effective 08/21/2022, assuming 2% ATB**

		Salary Step						*	
		14	15	16	17	18	19		
09		15.304	15.608	15.918	16.237	16.563	16.894	21.317	Hourly
		29842.80	30435.60	31040.10	31662.15	32297.85	32943.30	41568.15	Annual
10		16.006	16.328	16.654	16.988	17.326	17.673	22.300	Hourly
		31211.70	31839.60	32475.30	33126.60	33785.70	34462.35	43485.00	Annual
11		16.788	17.124	17.465	17.814	18.172	18.534	23.386	Hourly
		32736.60	33391.80	34056.75	34737.30	35435.40	36141.30	45602.70	Annual
12		17.933	18.291	18.657	19.028	19.410	19.797	25.990	Hourly
		34969.35	35667.45	36381.15	37104.60	37849.50	38604.15	50680.50	Annual
13		18.736	19.111	19.494	19.882	20.280	20.686	27.155	Hourly
		36535.20	37266.45	38013.30	38769.90	39546.00	40337.70	52952.25	Annual
14		19.632	20.027	20.427	20.835	21.252	21.676	28.456	Hourly
		38282.40	39052.65	39832.65	40628.25	41441.40	42268.20	55489.20	Annual
15		20.529	20.939	21.355	21.783	22.218	22.663	29.751	Hourly
		40031.55	40831.05	41642.25	42476.85	43325.10	44192.85	58014.45	Annual
16		21.512	21.942	22.380	22.827	23.285	23.750	31.177	Hourly
		41948.40	42786.90	43641.00	44512.65	45405.75	46312.50	60795.15	Annual
17		22.591	23.043	23.504	23.973	24.452	24.941	32.742	Hourly
		44052.45	44933.85	45832.80	46747.35	47681.40	48634.95	63846.90	Annual
18		23.722	24.197	24.676	25.175	25.676	26.189	34.376	Hourly
		46257.90	47184.15	48118.20	49091.25	50068.20	51068.55	67033.20	Annual
20		26.091	26.615	27.146	27.691	28.246	28.809	37.815	Hourly
		50877.45	51899.25	52934.70	53997.45	55079.70	56177.55	73739.25	Annual

**Effective 08/20/2023, assuming 2% ATB**

		Salary Step						*	
		14	15	16	17	18	19		
09		15.610	15.920	16.236	16.562	16.894	17.232	21.743	Hourly
		30439.50	31044.00	31660.20	32295.90	32943.30	33602.40	42398.85	Annual
10		16.326	16.655	16.987	17.328	17.673	18.026	22.746	Hourly
		31835.70	32477.25	33124.65	33789.60	34462.35	35150.70	44354.70	Annual
11		17.124	17.466	17.814	18.170	18.535	18.905	23.854	Hourly
		33391.80	34058.70	34737.30	35431.50	36143.25	36864.75	46515.30	Annual
12		18.292	18.657	19.030	19.409	19.798	20.193	26.510	Hourly
		35669.40	36381.15	37108.50	37847.55	38606.10	39376.35	51694.50	Annual
13		19.111	19.493	19.884	20.280	20.686	21.100	27.698	Hourly
		37266.45	38011.35	38773.80	39546.00	40337.70	41145.00	54011.10	Annual
14		20.025	20.428	20.836	21.252	21.677	22.110	29.025	Hourly
		39048.75	39834.60	40630.20	41441.40	42270.15	43114.50	56598.75	Annual
15		20.940	21.358	21.782	22.219	22.662	23.116	30.346	Hourly
		40833.00	41648.10	42474.90	43327.05	44190.90	45076.20	59174.70	Annual
16		21.942	22.381	22.828	23.284	23.751	24.225	31.801	Hourly
		42786.90	43642.95	44514.60	45403.80	46314.45	47238.75	62011.95	Annual
17		23.043	23.504	23.974	24.452	24.941	25.440	33.397	Hourly
		44933.85	45832.80	46749.30	47681.40	48634.95	49608.00	65124.15	Annual
18		24.196	24.681	25.170	25.679	26.190	26.713	35.064	Hourly
		47182.20	48127.95	49081.50	50074.05	51070.50	52090.35	68374.80	Annual
20		26.613	27.147	27.689	28.245	28.811	29.385	38.571	Hourly
		51895.35	52936.65	53993.55	55077.75	56181.45	57300.75	75213.45	Annual

## MEMORANDUM OF UNDERSTANDING EXTENSION EMPLOYEES

### UNIVERSITY OF ILLINOIS AT URBANA-CHAMPAIGN and AFSCME LOCAL 3700

*Effective July 1, 2011*

#### CLUSTERS

The place of employment for University of Illinois Extension employees shall be a cluster. An Extension employee's office location as of the July 1, 2011 reorganization will determine the employee's new place of employment.

As reflected in the map attached to this agreement, the fourteen Extension clusters that will be in place as of July 1, 2011 will be comprised of the following counties:

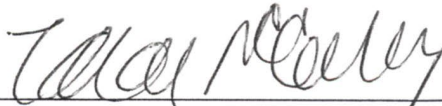
1. #1 Jo Daviess/Stephenson/Winnebago AND #4 Carroll/Lee/Whiteside
2. #2 Boone/DeKalb/Ogle AND #3 Lake/McHenry
3. #5 DuPage/Kane/Kendall AND #9 Grundy/Kankakee/Will
4. #6 Cook – **one cluster**
5. #7 Henry/Mercer/Rock Island/Stark/ AND #10 Henderson/Knox/McDonough/Warren
6. #8 Bureau/LaSalle/Marshall/Putnam AND #11 Fulton/Mason/Peoria/Tazewell
7. #12 Livingston/McLean/Woodford AND #13 Champaign/Ford/Iroquois /Vermilion
8. #14 Adams/Brown/Hancock/Pike/Schuyler AND #15 Calhoun/Cass/Greene/Morgan/Scott
9. #16 Logan/Menard/Sangamon AND #17 DeWitt/Macon/Piatt
10. #18 Christian/Jersey/Macoupin/Montgomery AND  
    #23 Bond/Clinton/Jefferson/Marion/Washington
11. #19 Coles/Cumberland/Douglas/Moultrie/Shelby AND #20 Clark/Crawford/Edgar
12. #21 Clay/Effingham/Fayette/Jasper AND #25 Edwards/Lawrence/Richland/Wabash/Wayne
13. #22 Madison/Monroe/St. Clair AND #26 Franklin/Jackson/Perry/Randolph/Williamson
14. #24 Gallatin/Hamilton/Hardin/Pope/Saline/White AND  
    #27 Alexander/Johnson/Massac/Pulaski/Union


#### SENIORITY

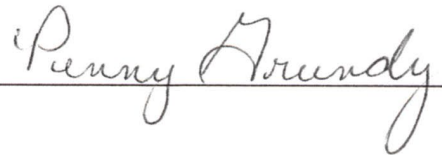
All seniority earned by the employee in his or her current classification will transfer to the new place of employment on July 1, 2011. Employees who voluntarily leave their cluster after July 1, 2011 to accept employment in another cluster will cease accruing seniority within the first cluster, and instead, begin accruing new seniority within the new cluster. Any seniority accrued by the employee within the first cluster, however, will remain available to that employee should the employee later be selected for a vacant position within that cluster.

This Memorandum of Understanding relating to the July 1, 2011 reorganization of the University of Illinois Extension program is agreed to on behalf of the Union and the University on this 10<sup>th</sup> day of May 2011.

**American Federation of State, County  
And Municipal Employees, AFL-CIO,  
Local 3700**

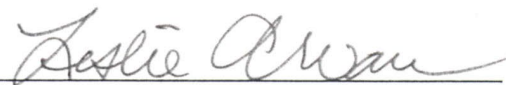
By   
**Tara McCauley**  
Staff Representative  
AFSCME Council 31

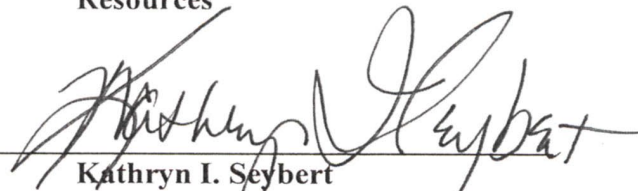
  
**Dorinda K. Miller**  
President, AFSCME Local 3700




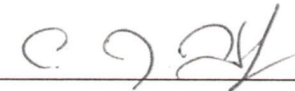
\_\_\_\_\_

**University of Illinois**

By   
**Leslie Arvan**  
Associate Director for Human  
Resources

  
**Kathryn I. Seybert**  
Director of College Human  
Resources







# Multi-County Unit Configuration

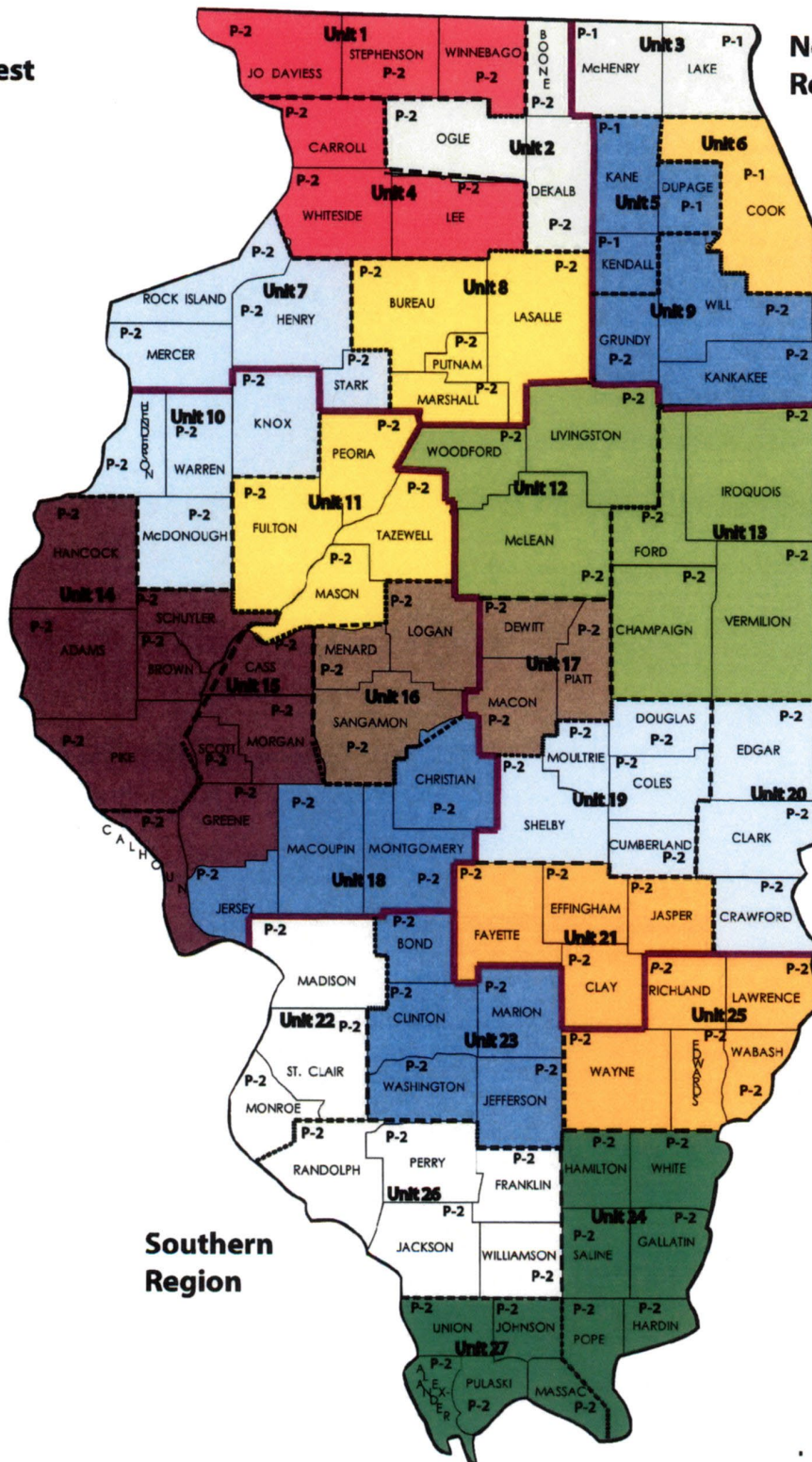
(two unit clusters - pay areas)

**Northwest  
Region**

**Northeast  
Region**

**East Central  
Region**

**West  
Central  
Region**



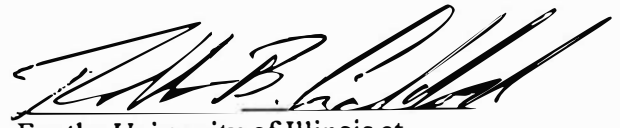


**Side Letter  
Applicant Tracking System**

The parties recognize that the University is in the process of establishing an applicant tracking system. In the event the establishment and/or implementation of the applicant tracking system requires modifications to Article XX of the collective bargaining agreement, the parties shall meet and negotiate modifications to the Article upon notice by the Employer.

  
For AFSCME Local 3700

Date 6/27/22

  
For the University of Illinois at  
Urbana-Champaign

Date 6/28/22