

**AGREEMENT**

**by and between**

**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

**and**

**THE AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO  
ON BEHALF OF LOCAL 698**

**Effective August 22, 2021 through August 31, 2024**

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**by and between**  
**THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**  
**and**  
**THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL**  
**EMPLOYEES, COUNCIL 31, AFL-CIO**  
**LOCAL 698**

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, on behalf of Local 698 (“Union”). The Union has been certified as the exclusive bargaining representative for the employees of the University identified in Article III 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, and to promote the quality and performance of the University.

**ARTICLE II**  
**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 they may be amended from time to time; 2) rules and regulations of the State Universities Civil Service System of Illinois as they may be amended from time to time; 3) rules and regulations of the State Universities Retirement System as they 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 the University’s 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) Should any part of this Agreement or any provisions contained herein be determined to be contrary to law by a court of competent jurisdiction, such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.
- D) 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 that pertains to a mandatory subject of bargaining. The Union reserves the right to request bargaining prior to implementation of the change.
- E) Nothing contained within this Article shall prevent the parties from agreeing to provisions in this Agreement that supplement or clarify similar provisions of the University's Policy and Rules.
- F) Nothing contained herein shall be construed as a waiver by the Union of the right to negotiate on behalf of employees as provided in the Illinois Educational Labor Relations Act, 115 ILCS 5/1 *et seq.*
- G) Previous agreements or commitments between the parties that contradict the provisions of this Agreement are null and void as of the effective date of this Agreement. This Agreement represents the entire Collective Bargaining Agreement between the parties. Any subsequent amendments to this Agreement must be in written form and signed by the authorized official(s) of each party.

### **ARTICLE III NEGOTIATIONS AND EXCLUSIVE RECOGNITION**

#### Section 1. Classes Represented

The University recognizes the Union as the exclusive representative in all negotiable matters pertaining to wages and salaries, hours, working conditions, and other conditions of employment for the following classifications of employees as defined or established by the State Universities Civil Service System of Illinois and employed by the University at its Urbana-Champaign campus (including employees who may be assigned to work locations outside the Urbana-Champaign campus, such as the Robert Allerton Park location, Dixon Springs location, Chicago, and all other locations deemed to be a part of the Urbana-Champaign campus). The terms and conditions of this Agreement shall apply to the following bargaining unit classifications.

#### **GROUP A - ENGINEERING TECHNICIANS, LABORATORY MECHANICS**

Ceramic Engineering Technician  
 Instrument Maker  
 Laboratory Mechanic  
 Laboratory Mechanic (Trainee)  
 Senior Ceramic Engineering Technician  
 Senior Laboratory Mechanic



## GROUP B – AGRICULTURE EMPLOYEES, LABORATORY ANIMAL CARE EMPLOYEES

Agricultural Gardener  
Agricultural Gardener Foreman  
Animal Care Specialist  
Animal Caretaker  
Animal Caretaker (Learner)  
Animal Care Technician  
Assistant Agricultural Research Technician  
Associate Agricultural Research Technician  
Dairy and Food Plant Attendant  
Senior Agricultural Research Technician

## GROUP C - STOREKEEPERS

Storekeeper I  
Storekeeper I (Learner)  
Storekeeper II  
Storekeeper III

## GROUP D – BUILDING MECHANICS, LABORER – ELECTRICIANS, MAIL EMPLOYEES, MULTIMEDIA EMPLOYEES, SAFETY/ENVIRONMENTAL COMPLIANCE SPECIALIST

Building Mechanic  
Laborer – Electrician  
Mailing Equipment Operator/Expediter III  
Multimedia Communications Associate  
Multimedia Operator  
Multimedia Technician  
Safety/Environmental Compliance Specialist

## GROUP E - HISTOLOGISTS

Histology Technician I  
Histology Technician II  
Histology Technologist

## GROUP F - ALLERTON PARK EMPLOYEES

Building Mechanic  
Greenhouse Gardener I  
Maintenance Worker  
Park Attendant  
Park Supervisor

## GROUP G – MCKINLEY HEALTH CENTER EMPLOYEES

Central Sterile Supply Technician  
Licensed Practical Nurse I  
Licensed Practical Nurse II  
Medical Assistant  
Medical Laboratory Technician II  
Medical Technologist I  
Nursing Assistant  
Staff Nurse I  
Staff Nurse II

## GROUP H – LIBRARY EMPLOYEES

Digital Imaging Specialist  
Library Operations Associate  
Library Specialist  
Senior Library Specialist

## GROUP I – COMPUTER EMPLOYEES

Computer System Operations Specialist I  
Computer System Operations Specialist II  
Digital Computer Operator I  
Digital Computer Operator I (Learner)  
Digital Computer Operator II  
Digital Computer Operator III  
Microcomputer Support Specialist I  
Microcomputer Support Specialist II

## GROUP J - NATURAL SCIENCE EMPLOYEES

Natural Science Laboratory Assistant I  
Natural Science Laboratory Assistant I (Learner)  
Natural Science Laboratory Assistant II  
Natural Science Laboratory Assistant III  
Natural Science Technical Assistant

## GROUP L - DIXON SPRINGS EMPLOYEES

Agricultural Gardener  
Agricultural Gardener Foreman  
Assistant Agricultural Research Technician  
Associate Agricultural Research Technician  
Automotive Mechanic  
Building Mechanic  
Building Mechanic Foreman  
Crops Testing Technician  
Farm Mechanic  
Farm Mechanic Foreman

Forest Custodian  
Garage Foreman  
Maintenance Equipment Operator  
Senior Agricultural Research Technician

#### GROUP M - COMMUNICATION EMPLOYEES

Communication Network Specialist II  
Communication Services Specialist I  
Telephone Operator I

#### GROUP N - DUPLICATING MACHINE OPERATORS, OFFSET PRESS TECHNICIANS

Duplicating Machine Operator I  
Duplicating Machine Operator II  
Duplicating Machine Operator III  
Offset Press Technician

#### GROUP O – OPERATIONS SUPPORT SERVICE SPECIALISTS

Operations Support Service Specialist I  
Operations Support Service Specialist II  
Operations Support Service Specialist III

#### GROUP P - CROPS TESTING EMPLOYEES

Crops Testing Specialist  
Crops Testing Technician

#### GROUP Q – AUTOMOTIVE EMPLOYEES

Automotive Parts Manager  
Automotive Technician Assistant

#### GROUP R - AIRCRAFT MECHANICS, CRASH RESCUE AND SECURITY EMPLOYEES

Aircraft Maintenance Mechanic Helper  
Crash Rescue and Security Coordinator  
Crash Rescue and Security Specialist  
Master Aircraft and Aircraft Engine Mechanic  
Senior Aircraft Maintenance Mechanic

#### GROUP S - INTERCOLLEGIATE ATHLETIC EQUIPMENT SPECIALISTS, LOCKER ROOM ATTENDANTS

Intercollegiate Athletic Equipment Specialist  
Locker Room Attendant  
Locker Room Attendant (Learner)

## GROUP T - NURSE PRACTITIONERS, PHYSICIAN'S ASSISTANTS

Nurse Practitioner  
Physician's Assistant in Medicine

## GROUP U – THEATRICAL STITCHERS

Theatrical Stitcher

## GROUP V – MEDICAL RADIOGRAPHERS

Magnetic Resonance Imaging Specialist  
Magnetic Resonance Imaging Technologist  
Radiologic Technologist Specialist

## GROUP W – VETERINARY TECHNICIANS

Veterinary Assistant  
Veterinary Technician  
Veterinary Technician I  
Veterinary Technician II  
Veterinary Technician III

Individuals employed by the University as a learner, trainee, intern, or pursuant to a contract appointments within any of the above-referenced classifications, as defined by the State Universities Civil Service System shall be part of the bargaining unit. Any decision by the University to dismiss a non-status employee cannot be appealed by the Union nor challenged through the grievance procedure.

### Section 2. Former Classification Recognition

The parties acknowledge and agree that the classifications set forth below previously were recognized as falling within the Local 698 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 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.

Cold Storage Operator  
Crash Rescue and Security Specialist I  
Crash Rescue and Security Specialist II  
Farmer  
Farmer (Dixon Springs)  
Farm Foreman  
Farm Foreman (Dixon Springs)  
Farm Laborer  
Farm Laborer (Dixon Springs)  
Field Worker

Field Worker (Dixon Springs)  
Health Service Nurse  
Herder  
Herder (Dixon Springs)  
Herder Foreman  
Herder Foreman (Dixon Springs)  
Junior Foundry Molder  
Laboratory Animal Care Specialist  
Laboratory Animal Caretaker  
Laboratory Animal Caretaker (Learner)  
Laboratory Animal Care Technician  
Laboratory Animal Care Technician I  
Laboratory Animal Care Technician II  
Library Conservation/Preservation Assistant  
Medical Radiographer II  
Medical Radiography Specialist  
Medical Technologist  
Nuclear Data Analyst I  
Nuclear Data Analyst II  
Park Foreman  
Park Sub-Foreman  
Poultry Worker  
Poultry Worker Foreman  
Safety Officer II  
Senior Foundry Molder  
Supervising Farm Foreman

### Section 3. New Classification Recognition

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

### Section 4. Rights of the Employer

The Union recognizes the rights of the University to manage its operations and to plan, direct, and control the policies and conditions of employment of its employees insofar as such policies are not inconsistent with the provisions of this Agreement. The University recognizes the interests of the Union in any changes which materially affect the working conditions of those represented by the Union and will keep the Union informed as to such changes.

### Section 5. 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. Equal Opportunity

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 status, 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. Protected Union Activity

Each employee may make his/her own personal decision with respect to Union membership without intimidation or coercion. There will be no discrimination against any employee because of Union membership or because the employee is acting as a representative of the Union, Union members, or other nonacademic employees pursuant to the provisions of this Agreement or Policy and Rules.

### Section 3. 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 Resource Services. 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 4. 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 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 UNION RIGHTS**

#### Section 1. Union Activity

The Union and its members will not solicit membership or carry on Union activity on University premises with employees of the University during working hours; provided however, that a University employee designated by the Union to handle such matters with permission of proper authorities may leave his/her assigned work to investigate a grievance or to present matters according to Policy and Rules. Employees will be permitted a reasonable amount of paid "release" time for grievance processing and investigation, collective bargaining negotiations and attendance at committee meetings conducted pursuant to the terms of this Agreement. Employees must receive prior departmental approval. Such approval shall normally be given subject to emergency exceptions.

#### Section 2. Notification of Recognition

The University will notify all new personnel hired to work in the classifications covered by this Agreement that the American Federation of State, County, and Municipal Employees, Council 31, Local 698 is the certified bargaining representative for the employees identified in Article III. 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 University, 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, being signed by an officer of the Union. 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 from time to time by the University.

The number of copies that the Union wishes to have posted, plus one, will be filed with the Labor and Employee Relations Section of the University's Illinois Human Resources.

#### Section 4. Union Leave

Departmental operations permitting, time off without pay will be granted to authorized Union representatives for the purpose of attending Union functions of more than two (2) days

duration. Under normal circumstances, employees will provide a minimum of thirty (30) calendar days' notice. Departmental operations permitting, time off without pay also will be granted 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 5. Leave for Union Office

The University may grant employee requests for a leave of absence to hold a Union office. If granted, the leave shall not exceed two (2) years in duration. Such requests shall not be unreasonably denied.

#### Section 6. Distribution of Union Literature

The Union, will be permitted to use the University's campus regular mail service.

#### Section 7. 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 should elect 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 8. Union Notices

The University shall fulfill its obligation to provide any notices that are required under the terms of this Agreement by submitting the notice within the requisite time period to the Union's President or anyone designated by the President to act on behalf of the Union with respect to a particular matter. Such notices must be in writing and can be hand-delivered, sent electronically, or mailed to the designated Union representative. If the notice is sent electronically, the notice will be deemed to have been submitted as the date and time that the e-mail is shown as being sent. If the notice is delivered by hand or by mail, the notice will be deemed to have been submitted on the date that the notice is received by the designated Union representative or is delivered to the Union representative's regular place of business. In the absence of evidence showing the actual date of receipt, notices that are submitted by either campus mail or United States mail will be presumed to have been delivered by the third business day following the date on which the notice was deposited by the sender into a mail receptacle.

For the purposes of calculating whether notice has been submitted within the request time period, the date on which the notice was submitted shall be excluded. Each subsequent day thereafter shall be included in the calculation, unless any of those days are a Saturday, Sunday or a holiday recognized by the University. Intermediate Saturdays, Sundays, and recognized University holidays shall be excluded from the calculation. As such, by way of example, if the Agreement requires three-day notice of a pre-disciplinary meeting and notice is submitted to the Union representative on a Friday afternoon, the pre-disciplinary meeting may be scheduled for anytime on the following Wednesday, assuming that none of the intervening days are University recognized holidays, or anytime thereafter. The time periods established by this Agreement may be extended with the mutual consent of both parties.

## 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 ~~will be~~ 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 schedules. 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 employees working at remote locations) or as part of a separate agreement with the Union.

### **ARTICLE VI LABOR/MANAGEMENT CONFERENCES**

The Union and the University mutually agree that in the interest of harmonious employee relations, it is desirable to hold meetings between representatives of the Union and management (hereinafter 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 the request is made. Any such Labor-Management Conference will be scheduled by the University's Labor and Employee Relations section and the Union. A representative from the University's 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.

### **ARTICLE VII PERFORMANCE MANAGEMENT**

#### 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. It is intended to recognize good performance through

Positive Contacts and Positive Recognition letters. Whenever an employee is given a Constructive Contact, the employee will be notified that the employee received a Constructive Contact. 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 seriousness of infraction or due to pattern 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 the investigation. 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 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; and 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 the 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 his/her absence to the University due to circumstances beyond his/her 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 an 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 his/her right to representation at all times during the disciplinary process. The employee and his/her 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 is not required 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 (PID) transpires or disciplinary action is taken against an employee, the University shall promptly furnish the employee and the Union, through its designated representative, with written notice of the corrective action and the reasons for the corrective action (unless the employee requests in writing that a PID notice not be provided to the Union).

#### 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 that 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, the University 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's 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 VIII WAGES**

### Section 1. Method of Establishment of Wages

Wages specified within this Agreement have been negotiated by the Union and the University.

### Section 2. Effective Date of Wages

Except as otherwise provided herein, wages established within this Agreement shall become and remain effective as specified in the attached Appendix A, which is incorporated herein by reference.

### Section 3. Wages

Basic straight time hourly rates for employees covered by this Agreement are and shall be as set forth in Appendix A, attached hereto and made a part hereof by reference. Except as otherwise stated within this provision, bargaining unit employees shall be eligible to receive across-the-board percentage wage increases, in addition to any longevity increases to which they may be eligible pursuant to Appendix A of this Agreement.

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 the date of effectuation of this Agreement will receive a two percent (2%) increase to their base salary for the 1<sup>st</sup> year retroactive to August 22, 2021.

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 or ~~one~~ two percent (1.2%) whichever is greater, unless otherwise specified in Appendix A.

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 or ~~one~~ two percent (~~1.2%~~) whichever is greater, unless otherwise specified in Appendix A.

The longevity steps referenced within Appendix A for each bargaining unit classification will be adjusted each year by the percentage increase announced by the University for the campus wage program or two percent (2%) whichever is greater.

The parties agree to eliminate Group D and E rates for Library Operations Associates.

#### Section 4. Compensation of Employees

Wage increases due at the completion of longevity requirements shall be effective at the beginning of the payroll period in which the time requirement is satisfied. Notwithstanding anything contained herein, increases in wage and salary benefits awarded and agreed to in Appendix A shall be given and apply only to University employees covered by Appendix A, and then only if those employees are actually employed by the University as of the effective date of the rate increase specified in the Appendix.

#### Section 5. Wages (Overtime)

- A) Unless otherwise provided in this Agreement, bargaining unit employees shall be compensated at one and one-half (1½) times their regular hourly rate (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) for time worked in excess of eight (8) hours per day or forty (40) hours per week, or seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, depending upon the classification. Benefit hours paid, such as vacation, sick leave, funeral leave, jury duty, and approved events, shall be counted as hours worked for the purpose of calculating overtime. Overtime may only be performed pursuant to specific supervisory direction.
- B) Overtime for Crash Rescue and Security Coordinators and Crash Rescue and Security Specialists in GROUP R is defined as all hours worked at the direction of the University in excess of the regular scheduled work shift (twelve (12) hours), or in excess of one hundred forty-four (144) hours (normal work period) in twenty-four (24) consecutive days, and shall be compensated either as overtime pay or as compensatory time off at the rate of one and one-half (1½) times the employee's regular straight time hourly rate. Overtime only may be performed pursuant to specific supervisory direction.
- C) Except as set forth in this Section's paragraph (D) below, overtime shall be divided as equally as possible among eligible employees who volunteer for overtime work. An employee who does not volunteer is not relieved from his/her obligation to work overtime, if the operation requires, but non-voluntary overtime will be assigned as equally as possible on a basis of inverse seniority.
- D) For employees in GROUPS C, E, G, J and S, overtime that is to be worked following a scheduled shift or workweek first shall be offered to the employee(s) assigned to the unit in which the overtime occurs. If the unit employee(s) are unable to perform the overtime work,

the overtime shall be assigned in accordance with the provisions of this Section's paragraph (C), above.

#### Section 6. Wages (Call-Back)

- A) Call-back is defined as an official assignment of work that 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 the shift referred to in the preceding sentence.
- B) Employees who report back upon the University's premises at the time specified in the call-back, with no work being offered, shall be paid two (2) hours pay at the overtime or premium rate, whichever is applicable, except as set forth in this Section's paragraph (c) below. If the employee called back actually reports to the University's premises at the time specified in the call-back and performs the work assigned by the University, the employee shall receive a minimum of two (2) hours pay, or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rates, except as set forth in this Section's paragraph (C) below.
- C) Whenever an employee in GROUP B is called back to work on his/her regularly scheduled day off, the employee shall receive a minimum of four (4) hours pay or be paid for the actual time worked, whichever is greater, at the applicable overtime rate. Any overtime that is scheduled more than twenty-four (24) hours in advance is defined as pre-scheduled overtime and is not considered call-back. If the employee receives twenty-four (24) hours advance notice of work on a regularly scheduled day off, the employee will be entitled to time and one-half (1 1/2) pay for his/her actual hours of work with no minimum assignment.

#### Section 7. Wages (Differentials)

- A) When Assistant Agricultural Research Technician employees in GROUP B are assigned to begin a shift between the hours of 1:00 a.m. and 4:29 a.m., they shall be paid, in addition to their basic straight time hourly rate, a differential of thirty-five cents (35¢) per hour for all hours worked on or during the shift.

When Employees in GROUP B are assigned to work a shift at the Veterinary Teaching Hospital located on the University's Urbana-Champaign campus and the majority of hours worked on that shift occur between 3:00 p.m. and 11:30 p.m. during the regular workweek (Monday through Friday), the employee will be paid a shift differential of one dollar (\$1.00) per hour, in addition to their regular straight time hourly rate, for all hours worked on that shift. When such employees are assigned to work a shift in which the majority of hours worked on that shift occur between 11:30 p.m. and 7:00 a.m. during the regular workweek, the employee will be paid a shift differential of two dollars (\$2.00) per hour, in addition to their regular straight time hourly rate, for all hours worked on that shift. When such employees are assigned to work a weekend shift, the employee will be paid a shift differential of three dollars (\$3.00) per hour, in addition to their regular straight time hourly rate, for all hours worked during the weekend (between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday). These shift differentials will be included in the calculation of any overtime pay worked during the shifts referenced above.



- B) When employees in GROUP F classifications are assigned to a shift by the University that requires work between the hours of 6:00 p.m. through 7:00 a.m., the employees shall be paid, in addition to their basic straight time hourly rate, a differential of thirty-five cents (35¢) per hour for all hours worked during that period. If the shift has been specifically designated as a “Security Shift,” the thirty-five cents (35¢) per hour differential shall be paid beginning at 3:00 p.m. through 7:00 a.m. A “Security Shift” shall be considered those hours outside normal working hours where the principal duty of the employee is park security.

The University, within its the sole discretion, unilaterally may designate a bargaining unit employee in a GROUP F classification as a “Lead Worker.” The University, within its sole discretion, also may unilaterally return an employee designated as a “Lead Worker” to that employee’s previously held classification. The duties and responsibilities of a “Lead Worker” will be determined by the University. This Section does not create an obligation for the University to appoint a “Lead Worker” in any GROUP F classification. An employee who is appointed as a “Lead Worker” shall receive seventy-five cents (75¢) per hour above the negotiated hourly rate for that employee’s classification.

C) GROUP G Differentials

- 1) The rotation system of Saturday, Sunday and holiday work will continue for employees in GROUP G classifications.
- 2) Employees in GROUP G classifications, excluding those holding non-status appointments such as temporary and irregular employees, who work weekends (12:01 a.m. Saturday until midnight Sunday) shall receive, in addition to their regular hourly rate, and in addition to their shift differential, a weekend differential of one dollar (\$1.00) per hour for all hours worked during the weekend. This differential will be paid for the entire shift if the majority of hours (five (5) or more) of an assigned shift fall within the above time period.
- 3) Staff Nurses in GROUP G, excluding those employed on irregular or temporary appointments, who work a regularly scheduled shift which starts at 11:30 a.m. or later shall receive, in addition to their regular hourly rate, a shift differential of sixty cents (60¢) per hour for all hours worked after 3:30 p.m., except that Staff Nurses who formerly worked hours to qualify for the shift differential and in August 1988 had their starting times changed to earlier than 3:30 p.m. will retain their sixty cents (60¢) per hour shift differential.

Staff Nurses who are oriented as charge nurses and who are assigned charge responsibilities at any time will be paid an hourly differential of fifty cents (50¢) for all hours worked while in charge, provided the assignment is at least one (1) hour.

- 4) Nursing Assistants, Licensed Practical Nurses, Medical Assistants, Central Sterile Supply Technicians, and Medical Technologists, excluding those employed on irregular or temporary appointments, who work a regularly scheduled shift which starts at 11:30 a.m. or later shall receive in addition to his/her regular hourly rate a shift differential of fifty cents (50¢) per hour for all hours worked after 3:30 p.m., provided four (4) or more hours are worked after 3:30 p.m. It is understood that the

shift differential shall be removed if the employee is returned to a shift for which no differential is paid.

- 5) Medical Technologists who are on call or scheduled to work and work on Saturday will be paid a differential of two dollars and twenty cents (\$2.20) per hour for the entire shift, including the 30-minute lunch break or a flat rate of \$2.20 per hour for all hours on call. Medical Technologists who are called in on a Saturday, Sunday or a holiday will receive a minimum of two (2) hours pay at time and one-half (1 1/2) their regular hourly rate of pay. When working on Sunday, for micro, Medical Technologists will be paid \$2.20 per hour for the micro hours worked in addition to the two (2) hours of on call pay.
  
- D) When employees in GROUP H classifications are assigned to a shift by the University that requires a majority of the hours worked to occur after 5:00 p.m. and before 6:00 a.m., the employee(s) shall be paid, in addition to their basic straight time hourly rate, a differential of fifty cents (50¢) per hour for all hours worked on the shift.
  
- E) Employees in GROUPS I AND O classifications shall be paid the following differentials, in addition to their basic hourly rate, while working:
  - 1) Evening shift (a shift which begins at or after 3:00 p.m.) - thirty-five cents (35¢) per hour;
  - 2) Night shift (a shift which begins at or after 10:00 p.m.) - fifty cents (50¢) per hour.
  
- F) When employees in GROUP L classifications are assigned to a shift by the University that requires a majority of the hours worked to occur after 4:00 p.m. and before 6:00 a.m., the employee(s) shall be paid, in addition to their basic straight time hourly rate, a differential of twenty-five cents (25¢) per hour for all hours worked on the shift.
  
- G) When employees in GROUP M classifications are assigned to a shift by the University that requires a majority of the hours worked to occur after 5:30 p.m., the employee(s) shall be paid, in addition to their basic straight time hourly rate, a differential of thirty-five cents (35¢) per hour for all hours worked during that shift.
  
- H) Bargaining unit employees in GROUP Q classifications will be paid a seven percent (7%) differential in addition to their regular hourly rate for time spent performing maintenance or repair work on, or driving, a vehicle requiring a commercial driver's license (CDL) to operate. In addition, such employees shall be paid double their regular hourly rate for all overtime work performed on Sundays outside their assigned work shift for that day.

The University reserves the right to designate an Automotive Technician Assistant as a lead worker, whenever none of the Automotive Technician Assistants assigned to a shift are eligible for an upgrade to a sub-foreman position. The University will select the lead worker from the Automotive Technician Assistants assigned to that shift, and will strive to distribute lead worker opportunities evenly among its Automotive Technician Assistants. The duties and responsibilities of an Automotive Technician Assistant while serving as a lead worker will be determined and assigned by the management of the University's Transportation and Automotive Services. An Automotive Technician Assistant assigned to

serve as a lead worker will be granted a one dollar and fifty-cent (\$1.50) per hour differential throughout the time that the employee serves in that capacity.

- I) When employees in GROUP R classifications (except Crash Rescue and Security Specialist employees) are assigned to a shift that commences between 3:00 p.m. through 10:59 p.m., the employee(s) shall be paid, in addition to their basic straight time hourly rate, a differential of thirty-five cents (35¢) per hour. When employees are assigned to a shift that commences between 11:00 p.m. through 5:59 a.m., the employee(s) shall be paid, in addition to their basic straight time hourly rate, a differential of fifty cents (50¢) per hour.

When Crash Rescue and Security Specialist and Coordinator employees in Group R classifications are assigned to work a shift in which the majority of hours worked on that shift occur between 11:30 PM and 7:00 AM, the employee will be paid a shift differential of fifty cents (50¢) per hour. Such employees who work weekends (12:01 am Saturday until midnight Sunday) shall receive, in addition to their regular hourly rate and in addition to their shift differential, a weekend differential of one dollar (\$1.00) per hour for all hours worked during the weekend. This differential will be paid for the entire shift if the majority of hours (6 or more) of an assigned shift fall within the above time period.

- J) 1) Nurse Practitioners in GROUP T who are operating in the charge nurse function and are assigned charge responsibilities at any time will receive an hourly differential of sixty cents (60¢) for all hours worked while in charge, provided the assignment is at least one (1) hour.

2) Employees in Group T classifications, excluding those holding non-status appointments such as temporary and irregular employees, who work weekends (12:01 a.m. Saturday until midnight Sunday) shall receive, in addition to their hourly rate, and in addition to any shift differential, a weekend differential of \$2.00 per hour for all hours worked during the weekend. The differential will be paid for entire shift if the majority of hours (5 or more) of an assigned shift fall within the above time period

- K) Shift-Differentials for Veterinary Assistants and Veterinary Technicians in GROUP W

1) When Veterinary Assistants and Veterinary Technicians are assigned to work a shift at the Veterinary Teaching Hospital located on the University's Urbana-Champaign campus and the majority of hours worked on that shift occur between 3:00 p.m. and 11:30 p.m. during the regular workweek (Monday through Friday), the employee will be paid a shift differential of one dollar (\$1.00) per hour, in addition to their regular straight time hourly rate, for all hours worked on that shift. When such employees are assigned to work a shift in which the majority of hours worked on that shift occur between 11:30 p.m. and 7:00 a.m. during the regular workweek, the employee will be paid a shift differential of two dollars (\$2.00) per hour, in addition to their regular straight time hourly rate, for all hours worked on that shift. When such employees are assigned to work a weekend shift, the employee will be paid a shift differential of three dollars (\$3.00) per hour, in addition to their regular straight time hourly rate, for all hours worked during the weekend (between 12:00 a.m. on Saturday and 11:59 p.m. on Sunday). These shift differentials will be included in the calculation of any overtime pay worked during the shifts referenced above.

2) Veterinary Technicians assigned to work at the Veterinary Teaching Hospital (VTH) located on the University's Urbana-Champaign campus will be paid two dollars (\$2.00) for

each hour that they are required to be on-call while off work. Veterinary Technicians will be considered to be on-call only when they are specifically required by the VTH, during their off hours, to remain in close proximity to VTH and be otherwise accessible to return to work within a short period of time after being contacted by telephone or other means by VTH.

3) Retroactive to August 22, 2021, Members of Group W employed in Chicago shall receive a differential of an additional 10% of their regular base rate of pay. On the first pay period after effectuation of the Agreement, the rate shall increase to 20% of their regular base rate of pay.

#### Section 8. Wages (Promotional Increase)

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 his/her current base rate. The employee thereafter will progress to the next step for that classification based upon the requisite length of service.

An employee hired into a bargaining unit classification from within the campus system and outside the promotional line will be hired at the minimum rate of the new classification. If the employee's current rate is above the minimum, the employee will be placed on a step in the longevity schedule (if any) which is equal to his/her current rate, or if not equal, will be rounded up to the next higher step. Newly hired employees will be placed on the minimum rate, or any scheduled rate above the minimum. In no event will any employee be placed on a rate above the maximum for the new classification. Employees will progress thereafter based upon service time accrued in the new classification.

#### Section 9. Wages (Downgrade)

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 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.

In addition, employees of the College of Veterinary Medicine who are required to wear certain shoes to meet the Employer's safety requirements shall be reimbursed by the Employer

once per fiscal year upon the employee providing a receipt to the Employer beginning in fiscal year 2017. The reimbursement for such safety shoes shall not exceed \$75 per employee during each fiscal year.

Employees of the Division of Animal Resources who are required to wear certain shoes and rubber boots to meet the Employer's safety requirements shall receive a \$75 clothing allowance once per fiscal year.

## **ARTICLE IX 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 bargaining unit employees on the same date that such improvements are made applicable to other University employees.

### Section 2. Holidays

#### A) Recognized Holidays

The University recognizes twelve (12) holidays for its nonacademic employees. To the extent feasible and consistent with the academic programs, University facilities will be closed on these 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. The Chancellor will designate these five (5) other holidays.

#### B) Holidays While on Vacation or Leave

If a holiday occurs while an employee is on an approved vacation or leave, the holiday will not be charged against the employee's 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 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) Holidays on Non-Work Days

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

E) Work Required on a Holiday

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

F) Holiday Work and Pay for Crash Rescue and Security Specialists and Crash Rescue and Security Coordinators

1. Employees will receive holiday pay of twelve (12) hours for each designated University holiday.
2. Employees who work on a designated University holiday as part of their regularly scheduled work shift shall be paid one and one-half (1 1/2) times their regular straight time hourly rate for all hours worked on the holiday, in addition to the twelve (12) hours holiday pay set forth in the preceding paragraph.

G) Scheduling of Work on Holidays for Veterinary Technicians

The University will elicit volunteers among its Veterinary Technicians to work holidays within the Emergency Room and the Intensive Care Unit at its Veterinary Teaching Hospital located on the Urbana-Champaign campus (hereinafter "Hospital") based on operational need. Specifically, the University will post sheets at the beginning of each fiscal year for six (6) designated holidays, specifically Thanksgiving, the day after Thanksgiving, Christmas, the designated holiday adjacent to or affiliated with Christmas, New Year's Day and the Fourth of July, that Veterinary Technicians working in either the Emergency Room or the Intensive Care Unit can sign to indicate their willingness to work within their assigned areas on those holidays. These sheets will remain posted for a period of at least two (2) consecutive weeks. If an insufficient number of Veterinary Technicians working within the Emergency Room or the Intensive Care Unit volunteer to work a designated holiday, the University will seek additional volunteers from outside those areas to work the holiday by notifying the other Veterinary Technicians assigned to the Hospital by e-mail that they may indicate their willingness to work that holiday by signing a sheet that will be posted for at least two (2) weeks. The University then will determine a work schedule for the holiday taking into consideration those who volunteered and their qualifications. If additional Veterinary Technicians are needed to ensure that adequate staffing levels are met during the holiday, the University will require Veterinary Technicians regularly assigned to the Emergency Room or the Intensive Care Unit to work within their assigned areas during the holiday on a rotating basis by inverse seniority. The department will utilize this inverse seniority list when assigning unfilled holiday work, with the exception that no employee shall be forced to work back-to-back shift. If this situation presents itself, then management will assign the next Veterinary Technician on the list and the employee who was skipped

will remain on the top of the list. The inverse seniority list will be reset only after all of the Veterinary Technicians on the list have been required to work an assigned shift on a holiday.

The same procedure will be followed for eliciting volunteers to work the other holidays recognized by the University, with the exception that the initial sign-up sheet will be posted at least three (3) months in advance of the holiday as opposed to at the outset of the fiscal year. The University will post a work schedule for a given holiday within two (2) weeks after all of the procedures set forth above for eliciting volunteers for that holiday have been completed.

H) 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 3. 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.

Section 4. Vacation and Personal Leave

A) All non-exempt employees shall accrue and have available accrued leave in accordance with the following schedule:

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

B) All employees exempt under the Fair Labor Standards Act shall accrue and have available vacation at the rate set forth in the below schedule:

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

C) Vacation leave for Crash Rescue and Security Specialists and Crash Rescue and Security Coordinators shall be earned as follows:

Years of Service Completed		Rate Earned Per Hour of Pay Status Service (Exclusive of Overtime)	Approximate Leave Days Earned in One Year*	Approximate Maximum Accumulation**	
At Least	Not More Than			Days	Hours
0	3	.0462	12	24	202
3	6	.0577	15	30	252
6	9	.0692	18	36	302
9	14	.0808	21	42	352
14		.0962	25	50	420

\*The approximate number of leave days earned per year is the same for all full-time employees. The actual number of hours earned varies depending on the full-time weekly work schedule of the classification, with each day equal to one-fifth (1/5) of the weekly work schedule.

\*\*The maximum hours are based on each day of leave being equal of 8.4 hours or one-fifth (1/5) of the current full-time work schedule of forty-two (42) hours per week.

- D) An employee may use earned vacation and personal leave during his/her first six (6) months of pay-status service.
- E) Vacation and personal leave may be taken in tenth-hour increments.
- F) Hourly employees will be paid vacation and personal leave at their hourly rate for their regularly scheduled hours of work, exclusive of overtime and other premiums.
- G) Subject to the operational needs of the University, the department will schedule the vacation of employees in order of seniority. 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.
- H) 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 his or her supervisor, who may require clarification of the urgent personal or emergency situation.
- I) 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.
- J) 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 5. Leaves of Absence

### A) Special Leave of Absence

Subject to the operational needs of the University, the University may grant special leaves of absence without pay for up to twelve (12) months in accordance with the provisions of Policy 11 of Policy and Rules. Examples of such leave could include:

- An employee who has exhausted his/her sick and disability benefits and who is still unable to return to work;
- An employee engaged in public interest work or furthering his/her education;
- Child care and family responsibility beyond the University's sick leave policy; or
- An employee who wants to be with his/her spouse or civil union partner while the spouse or civil union partner is on a sabbatical leave.

Reemployment following a special leave will be subject to an availability period as defined by the University President.

A special leave requires the approval of the Chancellor or his/her designee. The date for termination of the leave must allow for a thirty (30) calendar day availability period.

During the availability period at the end of an employee's special leave, the University's Illinois Human Resources department shall maintain periodic contact as needed with the employee to plan appropriately for the employee's reinstatement. The Illinois Human Resources department shall review the capability of the original employing department to reinstate an employee returning from a special leave. Placement elsewhere will be arranged when the originating department is unable to reemploy the employee.

### B) 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.).

### C) Jury Duty

An eligible employee, upon request, shall be granted a leave of absence with pay at his/her regular rate when called for jury duty, pursuant to the applicable provisions of Policy and Rules.

D) Sick Leave

- 1) An employee shall accumulate paid sick leave without limit at the rate of .0462 hours for each hour, exclusive of overtime, that employee is in pay status, or approximately twelve (12) days per year for an employee who works 1950 hours or more.
- 2) Sick leave shall be credited to a Crash Rescue and Security Specialist's or a Crash Rescue and Security Coordinator's leave balance at the end of each month at the rate of 8.4 hours per month. If a Crash Rescue and Security Specialist or a Crash Rescue and Security Coordinator begins or terminates employment during the month, the sick leave shall be prorated. Leave shall continue to be earned while a Crash Rescue and Security Specialist or a Crash Rescue and Security Coordinator is using sick leave already accumulated. Crash Rescue and Security Specialists or Crash Rescue and Security Coordinators who have less than full-time appointments will earn sick leave on the basis of their appointment percentage. There is no limit to the amount of sick leave that may be accumulated.
- 3) 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, same-sex 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. An employee 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"). Sick leave accumulated on or beginning January 1, 1984 will be used first. When this is exhausted, sick leave accumulated prior to January 1, 1984 will be used.
- 4) Under Public Act 83-976, all employees eligible to participate in the State Universities Retirement System or the Federal Retirement System are eligible for compensation at the time of resignation, retirement, death, or other termination of employment at the University for one-half (1/2) of the number of days of sick leave which were earned or accrued on or after January 1, 1984. Any accumulation of sick leave earned on or after January 1, 1984 must be utilized in full prior to the utilization of any pre-January 1, 1984 accumulation. Upon termination of employment, an employee may designate the portion (up to one-half) of the sick leave accumulation earned on or after January 1, 1984 that is to be paid pursuant to Public Act 83-976. The remainder thereof will be utilized for establishing service credit in the State Universities Retirement System.
- 5) An employee's supervisor may require the employee to provide evidence to substantiate an absence, including a certificate from a licensed health care provider stating the employee is receiving continuing treatment for an illness or injury (the certificate must indicate the date the employee was seen, verification of care and expected return to work date), if the absence exceeds three (3) consecutive work days or if the supervisor has sufficient justification to believe that the employee does not have a valid reason for requesting sick leave.

- 6) 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 6. Funeral Leave

- A) Paid leave of five (5) days will be granted to an eligible employee upon the death of a member of the employee's immediate family, household, in-laws, grandchildren, grandparents or grandparents-in-law of immediate family, and one (1) day of paid leave will be granted to an employee to attend the funeral of a relative other than those listed above who is 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, daughter-in-law, and grandparents-in-law. Other relative is defined as: aunt, uncle, niece, nephew, or cousin of the employee. An aunt, uncle, niece, nephew, or cousin is regarded as a member of the immediate family only if they reside in the employee's household.
- C) 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.
- D) 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.
- E) 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.
- F) Leave, with or without pay, may be approved by the designated supervisor under special circumstances to extend an employee's funeral leave.
- G) Recognizing that the regular workday for Crash Rescue employees is twelve (12) hours in length, Crash Rescue employees will be granted twelve (12) hours of paid leave for each day that they are granted funeral leave.

## Section 7. 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 his/her 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 8. Parental Leave

Bargaining unit employees who have completed six (6) continuous months of employment will be eligible for six (6) weeks of paid parental leave, limited to one (1) leave per twelve (12) month academic appointment year. A bargaining unit employee also will be eligible for paid parental leave with an 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 Rule 11.15 of Policy and Rules.

## Section 9. 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 10. 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 11. 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 12. Licensing Fees

The University will pay on behalf of its Veterinary Technicians the requisite licensing fees that are assessed by the State of Illinois to practice as certified Veterinary Technicians. The University will pay those fees directly to the State of Illinois provided that the employees follow any procedures established by the University for the payment of such fees.

## Section 13. 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 Union.

## **ARTICLE X HEALTH AND SAFETY**

### Section 1. General

Consistent with the standards established 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 bargaining unit employees during their hours of employment. Appropriate safety rules will be posted in the department. Material Safety Data Sheets will be readily available to employees. Additionally, current UIUC health and safety policies, rules, and regulations published in the UIUC Campus Administrative Manual are available at <http://cam.illinois.edu/#emergencyplans>. The University will pay the cost of all safety items that it requires employees to use while on the job. The University shall be responsible for informing employees about health and safety rules, regulations and procedures. The Union supports the use of safety equipment on the job and agrees to encourage employees to use such safety equipment. This Section is not meant to nullify any other safety equipment program now in existence.

### Section 2. Union-Management Health and Safety Committee

A joint Union-Management Health and Safety Committee will be established with up to three (3) representatives from the University and up to three (3) representatives from the Union. The committee may consist of additional members by mutual agreement. The committee will hold meetings to consider and review health and safety conditions when either party deems necessary. 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 unhealthy working condition exists, the University will endeavor to correct such condition without unreasonable delay.

The University agrees to abide by applicable state and federal laws, rules and regulations.

### 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(s) could be contracted, the University will immunize those employees from such disease.

### Section 5. Equipment

The University will endeavor to keep all equipment used by bargaining unit employees in good repair.

## **ARTICLE XI SENIORITY**

### Section 1. Service and Seniority

Service and seniority are governed by the rules and regulations of the Illinois State Universities Civil Service System, except where supplemented by this Agreement.

### Section 2. Seniority Lists

The University will revise the seniority lists for bargaining unit classifications at least twice each year, and will furnish copies of those lists to the Union. Seniority for the Storekeeper I, II, and III classifications within the University Housing department is accrued in accordance with the provisions of Sections 36i and 36j of the State Universities Civil Service Statute.

### Section 3. Vacancies

When a vacancy occurs within the same classification 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.

## **ARTICLE XII LAYOFF AND RECALL**

### Section 1. Layoff Procedures

When a reduction in the work force becomes necessary the following procedures shall apply:

- A) Except to the extent otherwise provided by the State Universities Civil Service 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 class.
- B) In the event an employing unit is required to layoff an employee, that employee will be placed in a vacant requisitioned position in the same classification. In the event there is more than one (1) vacant requisitioned position, the employee will be placed in the last requisitioned position submitted to the Campus Human Resources Office.
- C) If there are no vacant requisitioned positions, the displaced employee will bump the least senior employee in that classification in his/her administrative unit (college, school, department, etc.). If there are no employees in the classification in the unit with less seniority, the employee will bump the least senior employee in the class campus-wide. If there are no less senior employees campus-wide, the employee can apply previously accumulated seniority in another classification and be placed into a vacant requisitioned position in such class, if one exists. If there are no vacant requisitioned positions, the employee will bump the least senior employee within his/her administrative unit, or, if necessary, campus-wide.

- D) 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.
- E) The least senior employee bumped within an administrative unit will have the right to bump into the position held by the least senior employee in his/her classification campus-wide, or if necessary, the employee will have the right to use previously accumulated seniority in another classification within his/her 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 classification in the promotional line. This process will repeat for the remaining classes by ranked levels in descending order in the promotional line when the employee is the least senior in the 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 classes by ranked levels in descending order in the promotional line as long as the employee is the least senior.

## Section 2. Notice of Layoff

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) calendar days in advance of the effective date of layoff when the layoff is scheduled to be less than thirty (30) consecutive workdays.

## Section 3. Exercise of Layoff Options

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; i.e. the most senior employee on layoff will be the first to be recalled.

#### Section 5. Administration

The Associate Provost for Human Resources, or his/her designee, shall be responsible for the administration of this policy.

### **ARTICLE XIII FILLING OF PERMANENT VACANCIES IN THE BARGAINING UNIT**

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

A permanent vacancy within the bargaining unit may arise through the creation or establishment of a new position by the University, or by attrition within an established position caused by the transfer, promotion, demotion, resignation, retirement, termination or some other form of employment loss by the incumbent employee.

#### Section 2. Notice of Vacancies

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.

#### 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

The University shall fill permanent vacancies in accordance with the applicable Civil Service rules, as well as all applicable discrimination laws. In filling a permanent vacancy, the University may consider an employee's seniority within the bargaining unit, and may give preference to qualified individuals on a re-employment register.

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



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. Vacancies

The University will open Civil Service examination testing for the promotional employees within the classifications series within the bargaining unit 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.

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 XIV JOB CLASSIFICATIONS**

### Section 1. Classification Requirements

When requirements for a classification are revised and the duties and responsibilities comprising the classification remain essentially unchanged, the incumbents in these positions who qualified under the previous requirements for the classification shall be considered qualified.

### Section 2. Position Classification Review

#### A) Illinois Human Resources 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

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 documents were received and verified by Illinois Human 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 the 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.

**B) 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 XV  
HOURS OF WORK AND OVERTIME**

**Section 1. General Provisions**

Bargaining unit employees will work seven and one-half (7 1/2) hour shifts for five (5) consecutive days, Monday through Friday, except as otherwise provided within this Agreement or as otherwise agreed between the parties.

## Section 2. Schedule Changes

The University will continue its practice of determining work schedules. When regular work schedules are required to change to meet operational needs, such schedules may be changed with reasonable advance notice to the employee(s) and the Union of not less than fifteen (15) calendar days. 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 3. Overtime and Compensatory Time

Employees working daily or weekly overtime shall be paid at one and one-half (1-1/2) times the employees' regular hourly rate, unless an employee requests compensatory time off as described in this Section. An employee's regular hourly rate shall be calculated in accordance with Article VIII, Section 5 of this Agreement. In no event shall an employee's regular hourly rate be less than the employee's basic straight time hourly rate. Benefit hours paid, such as vacation, sick leave, funeral leave, jury duty, and approved events, shall be counted as hours worked for the purposes of calculating overtime.

When mutually agreed in advance by the department head (or their designee) and the employee, any eligible employee may be granted compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked in lieu of receiving overtime pay. An employee may not accumulate more compensatory time than twice the number of hours in the employee's weekly work schedule. Makeup time shall not be considered the same as compensatory time, in accordance with Policy and Rules.

## Section 4. Rest Periods

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

If an employee believes that they has been improperly denied a rest period by the supervisor, the employee may request that the supervisor identify the operational necessity for the denial, and the supervisor shall provide a prompt response to the employee.

Supervisors shall schedule rest periods. Such rest periods may not be cumulative or made the basis for a late start time, an early quit time, or additional compensation.

## Section 5. Meal Periods

Work schedules shall provide for the workday 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 shall be established in individual departmental work schedules. However this shall not preclude work schedules that provide for a paid meal period.

## Section 6. Flex Time Work Schedules

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

Nothing contained within this Agreement shall preclude an employee and the employing unit from mutually agreeing to a special or unique schedule for that employee, including without limitation an agreement to work a four (4) day workweek, provided that the agreement is reduced to writing and entered into prior to the work being performed and provided further that the total number of hours regularly scheduled for that employee's workweek does not exceed the total number of hours regularly assigned to other employees within that classification. If such an agreement is utilized for a non-exempt employee, overtime shall be paid to that employee for hours worked in excess of the defined workday or defined workweek. Either party may revoke the agreement by giving written notice to the other party. Any schedule changes effectuated pursuant to this provision shall be subject to the fifteen (15) day notice requirement for schedule changes set forth within this Article.

## Section 7. Specific Classification and Group Work Schedules

### A) GROUP A, B, C, D, E, J, N, O, P and S Employees Hired Before June 1, 1985

Employees in GROUP A, certain employees within GROUP B (limited to employees classified as Laboratory Animal Caretaker, Laboratory Animal Care Technician, and Laboratory Animal Care Specialist), and employees in GROUPS C, D, E, J, N, O and S who were hired prior to June 1, 1985 and who work a seven and one-half (7-1/2) hour shift for five (5) consecutive days starting with Monday, and who have not been scheduled to work other than a Monday through Friday schedule, shall remain on their assigned Monday through Friday schedule, except that employees hired or promoted after June 1, 1985 may be assigned to shifts other than Monday through Friday to meet the operating needs of the University.

Employees in GROUP B (excluding employees in the classifications of Laboratory Animal Caretaker, Laboratory Animal Care Technician and Laboratory Animal Care Specialist) and employees in GROUP P who were hired prior to June 1, 1985, who normally work an eight (8) hour shift for five (5) consecutive days starting with Monday, and who have not been scheduled to work other than a Monday through Friday schedule, shall remain on their assigned Monday through Friday schedule, except that employees hired or promoted after June 1, 1985 may be assigned to shifts other than Monday through Friday to meet the operating needs of the University. Employees hired prior to June 1, 1985 who are on a Monday through Friday schedule and were promoted after May 20, 1993 to a position which at that time called for a Monday through Friday schedule shall also remain on the Monday through Friday schedule. Employees covered by this Agreement who are reclassified in their existing position and who were hired prior to June 1, 1985 will not be affected by a change in hours by reason of a reclassification of their position. Employees will receive two (2) consecutive days off in a seven (7) day period of time, unless the parties have agreed otherwise.

B) GROUP B Work Schedules

Employees in certain GROUP B classifications (excluding employees in the classifications of Laboratory Animal Caretaker, Laboratory Animal Care Technician and Laboratory Animal Care Specialist) will work eight (8) hour shifts for five (5) consecutive days, Monday through Friday, except as otherwise provided within this Agreement or agreed between the parties.

Seven Day Scheduling for GROUP B

For employees in GROUP B, seven (7) day scheduling shall be in accordance with past practice. When permanent changes in schedules are warranted by programmatic or operational needs, the University shall notify and discuss with the Union such changes prior to implementation. Changes for reasons other than programmatic or operational needs may be made only by mutual agreement. Should the need arise to change schedules to include Saturday and/or Sunday work, schedules shall be rotated among all affected employees so that weekend work is equalized.

Ten (10) Hour Work Day for Certain Employees in GROUP B

- 1) Notwithstanding any other provisions in this Agreement to the contrary, the University may schedule Assistant Agricultural Research Technicians in GROUP B to work a ten (10) hour workday for four (4) days per workweek from March 1<sup>st</sup> to November 30<sup>th</sup> each year, and may assign seven (7) day schedules.
- 2) Prior to changing to either a ten (10) hour workday or an eight (8) hour workday, the University shall notify each affected employee of such schedule change at least two (2) weeks in advance. The starting and ending dates of the ten (10) hour workday can vary each year within the March 1<sup>st</sup> to November 30<sup>th</sup> time period. The implementation dates are solely at the discretion of each department. Notwithstanding any of the foregoing, the starting and ending dates for the ten (10) hour workday cannot be extended prior to or beyond these specified dates.
- 3) Overtime for Assistant Agricultural Research Technicians working the ten (10) hour work day schedule shall be paid for all time worked over ten (10) hours in a workday or over forty (40) hours in a workweek. Overtime for Assistant Agricultural Research Technicians working the eight (8) hour workday schedule shall be paid for all time worked over eight (8) hours in a workday or over forty (40) hours in a workweek.
- 4) Assistant Agricultural Research Technicians will be required to work every other Saturday under both the ten (10) hour and eight (8) hour workday schedules. The utilization and implementation of the every other Saturday schedule will be determined and be at the sole discretion of each department. The starting times for Assistant Agricultural Research Technicians will be between the hours of 6:00 a.m. and 10:00 a.m. for both the ten (10) hour and eight (8) hour work day schedules. Individual starting times for Assistant Agricultural Research Technicians in each department can vary. The foregoing utilization and implementation of the varied starting times within a workday shall be determined and be at the sole discretion of each department.

- 5) There is no guarantee of four (4) consecutive workdays in a workweek for the ten (10) hour workday schedule. There is also no guarantee of five (5) consecutive workdays in a workweek for the eight (8) hour workday schedule. The utilization and implementation of a work schedule with consecutive days off shall be determined and be at the sole discretion of each department.
- 6) Unless specifically restricted by language in any of the above provisions, all decisions concerning the utilization and implementation of the ten (10) hour and eight (8) hour work day schedule shall be determined and be at the sole discretion of each department with employees in the Assistant Agricultural Research Technician classification.
- 7) Holidays will be paid in accordance with Article IX (Benefits) of this Agreement and Rule 9.02 of the University's Policy and Rules, except that one-quarter (1/4) of the weekly schedule will be paid to employees working four (4), ten (10) hour days during the holiday week. However, if a holiday falls on a non-scheduled workday, Rule 9.02 is applicable.

C) GROUP F Schedules

Employees in GROUP F hired after August 31, 1980 will be assigned work schedules in accordance with Policy 4 of the University's Policy and Rules (approved September, 1986). Work schedules for employees hired prior to August 31, 1980 will continue on a Monday through Friday workweek in accordance with Section 1 of this Article.

D) GROUP G Schedules

Recognizing the need for a seven (7) day operation at the University's McKinley Health Center, the parties authorize a deviation from Section 1 of this Article for employees in GROUP G classifications.

- 1) The basic workweek for Staff Nurses, Licensed Practical Nurses, Nursing Assistants, Medical Assistants, Central Sterile Supply Technicians, and Medical Technologists shall be thirty-seven and one-half (37 1/2) hours, Sunday through Saturday, and shall be divided into shifts of seven and one-half (7 1/2) consecutive hours each. When six (6) or more consecutive hours are worked, there shall be an unpaid meal period of a minimum of one-half (1/2) hour and a maximum of one (1) hour for all shifts. The meal period may be used at the discretion of the employees.

GROUP G employee shifts are as follows:

- 7:30 a.m. - 4:00 p.m.
- 7:45 a.m. - 4:15 p.m.
- 8:00 a.m. - 4:00 p.m.
- 8:00 a.m. - 4:30 p.m.
- 8:15 a.m. - 4:45 p.m.
- 8:30 a.m. - 4:30 p.m.
- 8:30 a.m. - 5:00 p.m.
- 9:00 a.m. - 5:00 p.m.
- 9:00 a.m. - 5:30 p.m.
- 10:00 a.m. - 6:30 p.m.

4:00 p.m. – midnight

- 2) Shifts of full-time permanent employees within each classification shall be so scheduled as to enable these employees to enjoy an equal number of weekends (Saturday and Sundays) and holidays free of duty, unless an employee indicates a desire for more of these assignments. Tentative working schedules shall be prepared and posted at least three (3) weeks in advance at the Nurses' Station.
- 3) All time worked in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week is overtime and shall be compensated through overtime pay at the rate of one and one-half (1 1/2) times the employee's hourly rate. By mutual agreement between a department and an employee, an employee may work overtime and receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked during the pay period. Compensatory time will be in accordance with the provisions of Section 3 of this Article.

Overtime to be worked following a scheduled shift or workweek shall first be offered to the employees who are assigned to the unit in which the overtime occurs. If the unit employees are unable to perform the overtime work, overtime will be assigned in accordance with Article VIII, Section 5(c) of this Agreement.

E) GROUP H Schedules

The workweek for full-time Library Specialists and Senior Library Specialists shall be thirty-seven and one-half (37 1/2) hours. Current practices in effect for flex time schedules shall continue.

- 1) For employees in GROUP H, seven (7) day scheduling shall be done in accordance with past practice.
- 2) Schedules for new employees shall be established according to the operational needs of the department, and shall be specified to each new employee at the time of hire.
- 3) When permanent changes in schedules are necessitated by programmatic changes or operational needs, the University shall notify and discuss with the Union such changes prior to implementation. The University will make every effort to address the concerns of the Union. Changes for reasons other than those stated above may be made by mutual agreement between the Union, the affected employee(s), and the University.

F) GROUP I Schedules

Computer System Operations Specialists in GROUP I will work a forty (40) hour workweek, to be worked in five (5) eight (8) hour shifts, including a paid lunch.

The parties recognize the need for CITES to provide a seven (7) day, twenty-four (24) hour continuous operation, and therefore the University will determine the work schedules and shift assignments for these Computer System Operations Specialists in accordance with operational needs. In determining such assignments, the University will consider the individual qualifications of employees, the schedule and shift preferences of employees, and employee seniority.

In Administrative Information Technology Services, the work schedule for the night shift is defined as Tuesday through Saturday. For the day and evening shifts, the work schedule is defined as Monday through Friday.

G) GROUP L Schedules

Employees in GROUP L will work eight (8) hour shifts for five (5) consecutive days, Monday through Friday, except as otherwise provided within this Agreement or agreed to between the parties.

The parties recognize that certain operations with employees in GROUP L classifications require seven (7) day coverage for the purposes of scheduling work. The principle of scheduling over the seven (7) day period is agreed to when the need for this coverage is justified. New coverage for seven (7) day schedules will be reviewed with the Union prior to placing these schedules into effect.

The provisions of Section 7(B) above (the ten (10) hour work day) also apply to Crops Testing Technicians in GROUP L who were converted in classification from Field Workers in 1991 or were hired after February 15, 1991. The provisions of Section 7(B) above (the ten (10) hour work day) additionally apply to Crops Testing Specialists hired after July 31, 1992.

H) GROUP M Schedules

Telephone Operators in GROUP M shall be employed on a thirty-seven and one-half (37 ½) hour workweek. The parties recognize the need for Telephone Operators from 7:30 a.m. to 11:00 p.m., Monday through Friday (excluding University holidays) when classes are in session during the fall and spring semesters. During the summer session, winter break, and spring break, the required hours of operation are 8:00 a.m. to 5:30 p.m. The University will review the hours of operation periodically and may make adjustments based upon the needs of the campus. The University will determine work schedules for Telephone Operators in accordance with operational needs. In determining such schedules, the University will take into consideration the seniority and schedule preferences of the Operators, except in emergencies.

I) GROUP P Schedules

Employees in GROUP P will work eight (8) hour shifts for five (5) consecutive days, Monday through Friday, except as otherwise provided within this Agreement or agreed to between the parties.

Ten (10) Hour Work Day for Certain Employees in GROUP P

The provisions of Section 7(B) above (the ten (10) hour work day) also apply to Crops Testing Technicians in GROUP P who were converted in classification from Field Workers in 1991 or were hired after February 15, 1991. The provisions of Section 7(B) above (the ten (10) hour work day) additionally apply to Crops Testing Specialists hired after July 31, 1992.



J) GROUP Q Schedules

Employees in GROUP Q normally shall receive two (2) consecutive days off, except when scheduling changes preclude it.

Wash-up time shall be provided ten (10) minutes prior to lunch time and fifteen (15) minutes prior to the end of the workday, and will not be utilized to shorten the work morning or workday.

When Garage Automotive Mechanics are called in to work due to snow emergencies, a minimum of one (1) Automotive Technician Assistant will also be called in to work.

K) GROUP R Schedules

The regularly scheduled work shift for Crash Rescue and Security Specialists and Crash Rescue and Security Coordinators in GROUP R shall consist of twelve (12) consecutive hours in a twenty-four (24) hour period. At no time will a bargaining unit member be regularly scheduled to work consecutive shifts. Crash Rescue and Security Specialists and Crash Rescue and Security Coordinators shall remain on duty and on property during lunch periods. The starting time for Crash Rescue and Security Specialists for each of the two (2) shifts in a twenty-four (24) hour day normally shall be from 7:00 a.m. to 7:00 p.m. The twelve (12) hour work shift for Crash Rescue and Security Coordinators normally shall be from 10:00 a.m. to 10:00 p.m., unless changed at the sole discretion of the University. The full-time work schedule of these employees shall consist of an average full-time workweek of forty-two (42) hours. The normal work period for purposes of Section 7(k) of the Fair Labor Standards Act shall be defined as twenty-four (24) consecutive days containing a full-time work schedule of one hundred forty-four (144) hours.

The regular work schedule for Aircraft Mechanics in GROUP R shall be from 7:00 a.m. to 3:00 p.m.

L) GROUP T Schedules

As exempt employees under the Fair Labor Standards Act (FLSA), Nurse Practitioners will not be eligible to receive daily or weekly overtime pay.

M) GROUP V Radiologic Technologist Specialist Schedule

Because the majority of scanning occurs between 8:00 a.m. and 5:00 p.m. Monday through Friday, a Radiologic Technologist Specialist in GROUP V generally will be assigned to work a shift that starts at either 7:00 a.m. or 8:00 a.m. and continues until either 3:00 p.m. or 4:00 p.m. A Radiologic Technologist Specialist is also responsible, though, for conducting scans that may be scheduled in the evening hours (5:00 p.m. – 8:00 p.m.) on an as-needed basis every other week. On those days that scans are required in the evening, the Specialist covering the later shift will be scheduled to work from noon to 8:00 p.m. The parties acknowledge and agree that the University may request a Radiologic Technologist Specialist to occasionally work on a Saturday. Other modifications to the work schedule may be made with the consent of the Radiologic Technologist Specialist.

N) Veterinary Technicians and Veterinary Assistants– Time Spent Changing Clothes

Because Veterinary Technicians and Veterinary Assistants may differ in the principal activities that they perform, the time spent changing into work clothes may be viewed as simply a preliminary function to beginning work for some Veterinary Technicians and Veterinary Assistants, while that time may be viewed for others as being an integral and indispensable component to their principal activities. In light of this distinction, the University will establish policies defining whether the time spent by particular Veterinary Technicians and Veterinary Assistants is integral and indispensable to their principal activities and therefore compensable, and the amount of time that can be devoted by those employees in a given workday to that activity.

Section 8. 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 XVI  
MISCELLANEOUS CONDITIONS**

Section 1. Temporary Upgrades and Downgrades

- A) Temporary downgrading occurs when the University assigns a status employee who meets the minimum qualifications of the downgraded classification to which assignment is being made. Temporary upgrading occurs when the University assigns status employees from active registers to the upgraded classification, if such registers exist. If a temporary upgrade assignment occurs in a classification that utilizes work shifts, the register requirement applies only to those status employees on the appropriate shift. An employee's acceptance of, or refusal to accept, such temporary assignment shall in no way affect the employee's position on a 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, the employee shall continue to accrue seniority in the classification in which the employee has a status appointment.
- B) If the University temporarily assigns a status employee to perform the distinguishing features of a higher classification position (as determined by the class specification), the employee shall receive an increase of four percent (4%) to his/her basic straight time hourly rate, or the minimum rate for the higher classification, whichever is greater, for all hours worked in the higher classification. If it is necessary to temporarily assign a status employee to a position in

a lower classification, whether temporary or permanent, the employee's salary immediately prior to such assignment will be maintained.

- C) The University may remove any temporarily upgraded employee for the failure or inability to perform the required duties.
- D) Temporary upgrade and downgrade assignments must not extend for more than thirty (30) consecutive workdays in duration.

#### Section 2. Commercial Drivers Licenses

When an employee is required as a condition of University employment to possess a Commercial Driver's License, the department may reimburse that employee for the additional cost(s) associated with the Commercial Driver's License.

#### Section 3. GROUP A Employees' Tools

- A) The University will replace an employee's tools that are located on the University's premises and used to perform job duties for the University if such tools are lost due to fire, natural disaster, or burglary (as confirmed by the University Police), provided that those tools are included in an inventory of tools that is submitted to the University. It will be the responsibility of the employee to update this inventory of tools as needed and to ensure that tools are properly secured at all times when the employee is not present.
- B) The University will continue to provide the same level of security to protect against burglaries and break-ins as is in effect on the execution date of this Agreement.

#### Section 4. GROUP C Work on the Sixth (6<sup>th</sup>) or Seventh (7<sup>th</sup>) Day

An employee who is required to work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day beyond the thirty-seven and one-half (37 1/2) hour scheduled workweek shall receive a minimum of two (2) hours pay at the overtime or premium rate or shall be paid for the actual hours worked, whichever is greater.

#### Section 5. Climbing Pay for GROUP D Employees

Employees in GROUP D shall be paid at the rate of time and one-half (1 1/2) of their regular hourly rate (as defined by federal law) when they engage in the cleaning and replacing of light bulbs, and/or the cleaning and replacing of glassware, on the towers at the stadium and/or the flood lights on the tennis courts east of Huff Gym. Employees engaged in such climbing work shall be compensated for a minimum of thirty (30) minutes, or for the time actually spent performing those duties, whichever is greater. Eligibility for climbing pay is subject to University authorization.

## Section 6. GROUP G McKinley Health Center Employees

### A) Longevity Step Increases for GROUP G Employees

- 1) For pay purposes only, service time accrued by employees in GROUP G during the period from August 22, 1982 through August 27, 1983, and also during the period from August 23, 1987 through August 27, 1988, shall not be considered in determining longevity.
- 2) For pay purposes only, employees in GROUP G classifications who were first hired during the period from August 22, 1982 through August 27, 1983 shall be deemed to have a common anniversary date of August 27, 1983 in determining their longevity, regardless of their actual date of hire. For pay purposes only, employees in GROUP G classifications who were first hired during the period from August 23, 1987 through August 27, 1988 shall be deemed to have a common anniversary date of August 27, 1988 in determining their longevity, regardless of their actual date of hire.

### B) GROUP G Annual Authorized Lab Work

Staff Nurses, Licensed Practical Nurses, Nursing Assistants, Medical Assistants, Central Sterile Supply Technicians, and Medical Technologists are authorized to receive Tuberculin skin testing and chest x-rays if at risk, Influenza vaccines, Tetanus vaccines, Hepatitis B vaccines, Menomune (Meningitis) vaccines, Tdap vaccines, and Meningococcal Meningitis Prophylaxis and RPR and HIV testing as prescribed within the University's McKinley Health Center policies.

### C) GROUP G Continuing Education

Subject to the operating needs of the University and the approval of the McKinley Assistant Director of Clinical Support Services, paid time off will be granted to employees to attend professional or educational meetings, workshops, or conferences ("continuing education events") held outside the McKinley Health Center. Employees will give their supervisor at least two (2) weeks' notice of their intent to attend such continuing education events. If an employee attends such continuing education events on their scheduled day off, the employee shall be allowed equal hours of compensatory time to be used at a later date.

- 1) The University shall provide \$235.00 per Staff Nurse I and Medical Technologist per fiscal year to be used by a Staff Nurse I or a Medical Technologist for documented and valid expenses incurred during attendance at continuing education events. Staff Nurse Is and Medical Technologists shall receive four (4) workdays per Contract year for continuing education events.
- 2) The University shall provide \$235.00 and four (4) workdays per Licensed Practical Nurse per fiscal year to be used by Licensed Practical Nurses for documented and valid expenses incurred during attendance at continuing education events.
- 3) The University shall provide \$120.00 per Medical Assistant and Central Sterile Supply Technician per fiscal year to be used by Medical Assistants and Central Sterile Supply Technicians for documented and valid expenses incurred during attendance at continuing education events. Medical Assistants and Central Sterile Supply

Technicians shall receive two (2) workdays per Contract year for continuing education events.

D) Flu Vaccinations

Employees of the University's McKinley Health Center, both within and outside 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 7. GROUP L Labor-Management Meetings

Management of the Dixon Springs Agricultural Center and Union representatives will meet when it is deemed necessary by either party to discuss problems related to or concerning this Agreement.

Section 8. Pay Differentials for GROUP M Employees

- A) Employees in GROUP M who work on their first scheduled Sunday in a calendar month shall be compensated at the rate of one and one-half (1 1/2) times their basic straight time hourly rate for all hours worked on that Sunday.
- B) Employees who have worked on their first scheduled Sunday in a calendar month and who work on subsequent Sunday(s) in the same month shall be compensated at the rate of double their basic straight-time hourly rate for all hours worked on such subsequent Sunday(s).
- C) Work performed on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) workday in an employee's scheduled workweek shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate (as defined by federal law), except when the employee is paid double time pursuant to the paragraph immediately above.
- D) Work performed on a University recognized holiday shall be compensated at the rate of two and one-half (2 1/2) times the employee's regular hourly rate (as defined by federal law). Telephone Operators will observe University recognized holidays as indicated in Policy and Rules.
- E) All overtime and other benefits shall be calculated based upon the employee's regular hourly rate (as defined by federal law).

Section 9. GROUP O Delivery Service and Special Monitoring

A) Delivery Service

Regularly scheduled output delivery service will not be considered a part of the Production Controllers' duties and responsibilities.

B) Special Monitoring - Administrative Information Technology and Services (AITS)

Should problems occur on a project that necessitates calling the DPPC at home outside of the regularly scheduled shift, the following procedures will be used:

- 1) The DPPC may determine that it is not necessary to return to the workplace and advise the caller to shelve the project until the next workday.
- 2) The DPPC may determine that it is necessary to return to the workplace and correct the problem or log onto the network from home to correct the problem. In either case, the DPPC will be paid a minimum of two (2) hours or be paid for the actual time worked, whichever is greater, at the applicable overtime or premium rates.
- 3) Paragraphs (1) and (2) immediately above do not supersede the University's right to determine emergency situations.

Section 10. GROUP Q Hazardous Materials Background Check

When an employee is required as a condition of University employment to pass the Hazardous Materials Background Check administered by the State of Illinois, the department will reimburse such employee for the additional cost of the background check.

Section 11. GROUP R Employees' Tools, Continuing Education, and Death Benefits

A) Employee's Tools

All provisions of Section 3 of this Article regarding employee tools also apply to GROUP R employees.

B) Training and Continuing Education

The University shall continue its practice of providing employees within GROUP R classifications with time off with pay and funding of reasonably related costs, in accordance with past practice and University policies, to attend seminars that are sponsored by Manufacturers Schools, the Federal Aviation Administration, or other competent authorities or agencies that pertain to the fire services to maintain certification in EMS or other relevant certifications, as determined by the University.

C) Death Benefits

Any death benefits that may be afforded to the surviving heirs of Crash Rescue employees who are killed in the line of duty will be determined in accordance with applicable state law, including without limitation the Illinois Line of Duty Compensation Act, 820 ILCS 315/1 *et seq.*

Section 12. GROUP S Work on the Sixth (6<sup>th</sup>) or Seventh (7<sup>th</sup>) Day

All provisions of Section 4 of this Article regarding work on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day also apply to employees in GROUP S classifications.

### Section 13. GROUP T Employees

#### A) GROUP T Annual Authorized Lab Work

Nurse Practitioners and Physician's Assistants are authorized to receive Tuberculin skin testing and chest x-rays if at risk, Influenza vaccines, Tetanus vaccines, Hepatitis B vaccines, Menomune (Meningitis) vaccines, Tdap vaccines, and Meningococcal Meningitis Prophylaxis and RPR and HIV testing as prescribed within the University's McKinley Health Center policies.

#### B) GROUP T Continuing Education

Subject to the operating needs of the University and the approval of the McKinley Assistant Director of Clinical Support Services, paid time off will be granted to employees to attend professional or educational meetings, workshops, or conferences ("continuing education events") held outside the McKinley Health Center. Employees will give their supervisor at least two (2) weeks' notice of their intent to attend such continuing education events. If an employee attends such continuing education events on their scheduled day off, the employee shall be allowed equal hours of compensatory time to be used at a later date. The McKinley Health Center reserves the right to establish and implement reasonable policies and procedures for seeking and being approved to attend continuing education events, as well as for requesting and being reimbursed for reasonable expenses.

- 1) The University shall provide \$2500.00 and five (5) workdays to be used by Nurse Practitioners and Physician's Assistants for documented and valid expenses incurred during attendance at continuing education events.
- 2) Nurse Practitioners and Physician's Assistants employed by the University's McKinley Health Center will be allowed to attend, at no cost to themselves, continuing education programs offered by the Health Center through the University of Illinois Medical School, to the extent that such programs continue to be offered. Attendance at these programs will not diminish, reduce, or count against the continuing education benefits set forth above.

#### C) Flu Vaccinations

Employees of the University's McKinley Health Center, both within and outside 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 14. GROUP V Employee Benefits and Differentials

- A) Radiologic Technologist Specialists are authorized to receive Tuberculin Skin Testing and chest x-rays if at risk, Influenza vaccines, Tetanus vaccines, Hepatitis B vaccines, Menomune (Meningitis) vaccines, Meningococcal Meningitis prophylaxis and RPR and HIV testing as prescribed within the McKinley Health Center policies.
- B) The existing McKinley Health Center practice related to continuing education benefits for Radiologic Technologist Specialists IIs will be continued.

- C) Radiologic Technologist Specialists who are placed on call on a Saturday will be paid two dollars and twenty cents (\$2.20) per hour from 8:00 a.m. to 5:00 p.m. Radiologic Technologist Specialists who are called in to work on a Saturday, Sunday or holiday will receive a minimum of one (1) hour of pay at one and one-half (1 1/2) times their regular hourly rate of pay. On call pay will not be paid when employees are working when called in.
- D) Radiologic Technologist Specialists will receive, in addition to their regular hourly rate, a Sunday and/or a holiday differential of sixty-five (\$.65) cents per hour for all hours worked during the period from 12:01 a.m. through midnight on either a Sunday or a holiday recognized by the University.

Section 15. GROUP W. Continuing Education

Veterinary Technicians employed by the College of Veterinary Medicine (“College”) are eligible to receive paid release time, operations permitting, and be allowed up to one thousand dollars (\$1000.00) during each fiscal year, based on the availability of funds, for reasonable expenses incurred in connection with qualifying continuing education events that are approved in advance by the College. The College reserves the right to establish and implement policies and procedures for seeking and being approved to attend continuing education events, as well as for requesting and being reimbursed for reasonable expenses, as determined by the College. Travel associated with continuing education opportunities will be considered when determining whether paid release time will be afforded to the employee. The College will communicate this decision, in advance, of the opportunity.

Veterinary Technicians in the College of Veterinary Medicine who complete a NAVTA-recognized specialized training in a specific discipline shall be eligible to receive a one-time payment of \$1,000 upon becoming designated as a Veterinary Technician Specialist in that discipline. Veterinary Technicians who have completed the above specialized training at or prior to the effectuation of the Agreement shall receive a one-time payment of \$1,000.

Beginning in FY2017, Veterinary Technicians employed by the Division of Animal Resources (“Division”) shall also be eligible for this benefit every other fiscal year.

**ARTICLE XVII  
GRIEVANCE PROCEDURE**

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

Definition of a Grievance. A grievance is defined as any dispute or disagreement between the parties with respect to the application, administration or interpretation of this Agreement or rising out of matters controlled by the University which directly affect wages, hours or other terms and conditions of employment.



## Section 1. Supervisor and Employee Responsibilities

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 attend the meeting 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 by the conclusion of the discussion.

## Section 2. Departmental Review

- 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 an extension of five (5) calendar days to re-file the grievance.

A formal grievance may be filed under the steps indicated below by an employee, a group of employees, or the Union. A grievance form is available for convenience, but there is no requirement that it be used. 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 the event giving rise to the grievance or within thirty (30) calendar days after the employee reasonably should have known that the occurrence would affect the employee.

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 within that timeframe. If either party requests a meeting to discuss the grievance, the Department Head or designee will schedule a meeting within seven (7) workdays of the meeting being requested and will respond in writing to the grievance within fifteen (15) calendar days after the meeting is concluded. If a meeting is requested, the Department Head or designee may invite a member of the Labor & Employee Relations section of Illinois Human Resources to attend the meeting as well. If the Department Head fails to answer within these fifteen (15) calendar days or if the Department Head'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. Any decision by a

Department Head that does not resolve the matter may be appealed within fifteen (15) calendar days after it is received.

- C) Bypassing Departmental Review. The Union may file a grievance at the campus review level of the grievance procedure if the grievance encompasses an issue affecting employees from more than one (1) department, if the grievance is of a nature in which the preliminary steps of the grievance procedure are not appropriate, or is regarding a University-wide policy or practice. The Chancellor or Chancellor's designee retains the right to remand the grievance to the affected department if the Union has misapplied the foregoing procedural requirements or determines the grievance is more appropriate for review at the departmental level.

### Section 3. Campus-Level Review

- A) Appeal to the Chancellor. Within twenty-one (21) calendar days after receiving notice of an appeal, the Labor and Employee Relations Section of Illinois Human Resources, as the Chancellor's designee will schedule and conduct the 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 the 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 thirty (30) calendar days after receipt of the appeal.

- B) 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. If any part of the decision of the Chancellor is an action or omission of an action under the State Universities Civil Service System Statute and Rules, that part of the grievance may be reviewable by the System Director or by the State Universities Civil Service System Merit Board under System rules. Issues that are reviewable by the System Director are not subject to arbitration. Determinations of whether issues are reviewable shall be made by the System Director and not by an arbitrator. Further, arbitration is not available in the following instances:

1. When the issue involves a position classification. Position classifications shall not be subject to this grievance procedure, but rather shall be resolved in accordance with the procedures established below in Section 7 of this Article.
2. When the issue is termination or dismissal from any non-status or probationary appointment.

### Section 4. Appeals of Demotion or Discharge (Special Procedure)

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

1. Follow the procedures for review specified in the Statute and Rules of the State Universities Civil Service System, Ch. VI, Sec. 250.110(f) or;
2. File a grievance that appeals such action to arbitration by notifying the Associate Provost for Human Resources of a desire to arbitrate in writing within fifteen (15) calendar days after the serving of the written charges by the University. Such appeal to arbitration must be filed by an officer or steward of the Union. Thereafter the Union may submit the appeal to an arbitrator who is selected as set forth in Section 5(a) of this Article, below.

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 that either the employee or the Union might otherwise have to use the grievance procedure set forth in this Article to challenge or appeal the discharge or demotion. The law provides, and the parties agree, that the Illinois Administrative Review Act prescribes the employee's rights to appeal a Merit Board decision.

Arbitrations that are conducted pursuant to this special procedure shall be subject to all provisions of Section 5 of this Article, as set forth below.

- C) Extension of Time Limit for Arbitration. If a review of part of the decision of the Chancellor is requested pursuant to the State Universities Civil Service System rules, the time period within which the appeal to arbitration must be submitted for other issues in the Chancellor's decision will be extended to thirty (30) calendar days after the Civil Service System's review is completed.

#### Section 5. Arbitration Step

- A) Appeal to Arbitration. If the grievance is appealed to arbitration in accordance with the above procedure, representatives of the University and the Union shall meet to select an arbitrator from a mutually agreed list of arbitrators. If the parties are unable to agree on an arbitrator from that list within fifteen (15) calendar days, the parties shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service, the American Arbitration Association, or the Illinois Educational Labor Relations Board. Upon receiving that panel, the parties shall alternately strike the names of three (3) arbitrators from the list, taking turns on the first strike. The person whose name remains on the list shall be selected as the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of their selection by a joint letter from the University and Union requesting that the arbitrator set a time and place for the hearing, subject to the availability of the University and Union representatives, and describing the issue to be arbitrated if the parties have mutually agreed upon the issue. The decision and award of the arbitrator shall be final and binding on the employee, the Union, and the University.
- 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, and for any transcript it may order.

- 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 hear 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

#### Section 6. Mutually Agreed Extension of Time Limits

The time limits contained within this Article may be extended by mutual agreement between the University and the Union.

#### Section 7. Special Procedure for Position Classification Review

A) Classification Review

Requests for the allocation, reallocation, or reclassification of positions may originate at any level of the University organization, but the recommendation to the State Universities Civil Service System will be made only by a representative of the campus Human Resources department or the University Office of Administration and Human Resources, as delegated by the Associate Provost for Human Resources, who is the designated University representative to the System.

An employee or an employing unit may request a review of the appropriateness of a position classification as described in Article XIV (Job Classifications) and as follows:

- 1) The campus human resources office will review requests for determination of the appropriate classification, and requests for reclassification or reallocation of a position.
- 2) An employee may seek further review by the State Universities Civil Service System in accordance with Civil Service System Rule 250.30(e), Reallocation or Reclassification of Existing Positions, and the State Universities Civil Service System procedures. The request should be submitted within thirty (30) calendar days of receipt of the campus decision.

#### Arbitration

A request concerning an individual's position classification may not be appealed to arbitration.

E) Effective Date

The effective date of a reclassification or reallocation of an existing position shall be the beginning of the pay period during which the initial campus review or audit is conducted, provided that the incumbent has taken and passed the Civil Service examination for the new classification. If the incumbent has not taken and passed the Civil Service

examination, the effective date shall be the beginning of the pay period immediately following the date the incumbent passes the examination.

### Section 8. Payment for Time

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

## **ARTICLE XVIII PERSONNEL FILES**

### Section 1. Official Personnel File

The University's Campus Human Resources Office maintains the official personnel file for bargaining unit 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 that document.

### Section 2. Employee Review of Official Personnel Files

Employees will be permitted to review their official personnel file pursuant to the provisions of the Illinois Personnel Record Review 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) will also be permitted to review their departmental personnel file(s) in accordance with the procedures set forth above.

### Section 3. 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 XIX**  
**PROBATIONARY PERIODS - STATUS APPOINTMENTS**

Section 1. New Hires

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 classification shall count toward the completion of the probationary period in a lower classification 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 periodically with the employee to review with the employee's job progress. If the probationary employee fails to demonstrate the necessary ability and qualifications to provide 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 dismissal. Dismissal of a probationary or non-status employee is not appealable or subject to the grievance procedure. Upon successful completion of the probationary period, the employee shall become a status employee.

Section 2. Status Employees

A status employee who enters a new classification is also subject to a six (6) month probationary period on the same basis as set forth in the preceding paragraph. During this probationary period, the University shall meet periodically with the employee to review with the employee's job progress. If the status probationary employee fails to demonstrate the necessary ability and qualifications to provide 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 dismissal. Such employee shall return to his/her previous classification, provided that the employee has sufficient seniority pursuant to Article XII (Layoff Procedures).

Termination of the probationary appointment of a status employee is not appealable or subject to the grievance procedure.

**ARTICLE XX**  
**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 XXI 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 Sections 1 thereof 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 from any employee in any given pay period except to the extent that such employee earns wages from the University in that period.

### **ARTICLE XXII 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. University/Employee Rights

The University retains the right to discipline, up to and including discharge, employees who violate the provisions of this Article.

#### Section 3. No Lockout

Neither the University nor any of its representatives shall institute a lockout of employees during the term of this Agreement.

### **ARTICLE XXIII PERIOD COVERED, STATUS DURING NEGOTIATIONS AND COMMENCEMENT OF NEGOTIATIONS**

#### Section 1. Period Covered

This Agreement shall become effective retroactive to the start of the first shift beginning after 12:01 a.m. 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 August 31, 2024.

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



## Section 2. Status During Negotiations

Once either party has provided the notice set forth in Section 1 above, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Collective Bargaining Agreement has been entered into by the parties; provided, however, that either party may terminate this Agreement after the Agreement has expired by giving at least ten (10) calendar days written notice to the other party of its intention to terminate the Agreement.


## 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 7th day of July, 2022.


LOCAL 698, COUNCIL 31 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

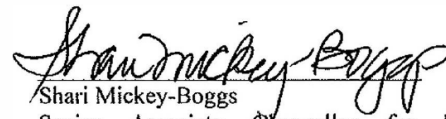
  
Ben Riegler  
Local 698 President

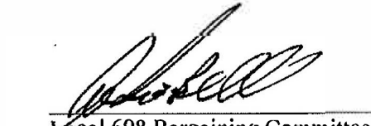
BY:   
Paul Ellinger  
Interim Comptroller

  
Christina De Angelo  
AFSCME Staff Representative

  
Jami Painter  
Senior Associate Vice President for Human Resources

  
Local 698 Bargaining Committee

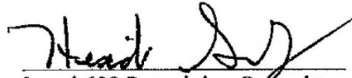
  
Shari Mickey-Boggs  
Senior Associate Chancellor for Human Resources

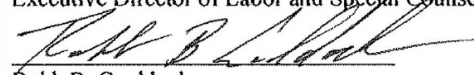
  
Local 698 Bargaining Committee

Thomas Riley

  
Local 698 Bargaining Committee

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

  
Local 698 Bargaining Committee


  
Robb B. Craddock  
Chief Negotiator


  
Local 698 Bargaining Committee

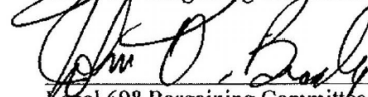
APPROVED AS TO LEGAL FORM:

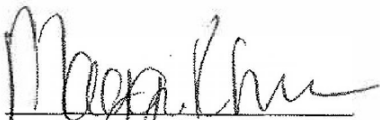
  
Local 698 Bargaining Committee

 7/6/2022  
Office of University Counsel (date)

  
Local 698 Bargaining Committee

  
Local 698 Bargaining Committee

  
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**APPENDIX A  
LOCAL 698 WAGE RATES**

<b>GROUP A - ENGINEERING TECHNICIANS, LABORATORY MECHANICS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Assistant Laboratory Mechanic	0 – 12 months	\$15.64
	Over 12 months	\$17.04
Ceramic Engineering Technician		\$34.20
Laboratory Mechanic		\$34.20
Senior Laboratory Mechanic		\$39.31
Instrument Maker		\$44.33
Senior Ceramic Engineering Technician		\$39.31
	Months of Service	Percentage of Rate
Laboratory Mechanic (Trainee)*	1st 6 months	75.00%
	2nd 6 months	80.00%
	3rd 6 months	85.00%
	4th 6 months	87.50%
	5th 6 months	90.00%
	6th 6 months	92.50%
	7th 6 months	95.00%
*Rates for the Laboratory Mechanic Trainee shall be based on the above percentages of the Laboratory Mechanic rate.		

<b>GROUP B – AGRICULTURE EMPLOYEES, LABORATORY ANIMAL CARE EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
<i>Level I</i>		
Animal Caretaker	0 – 12 months	\$19.35
	Over 12 months	\$22.11
<i>Level II</i>		
Agricultural Gardener	0 – 12 months	\$19.86
	Over 12 months	\$24.75
Assistant Agricultural Research Technician	0 – 12 months	\$19.86
	Over 12 months	\$24.75
Dairy and Food Plant Attendant	0 – 12 months	\$19.86
	Over 12 months	\$24.75
Animal Care Technician	0 – 12 months	\$19.86
	Over 12 months	\$24.75
<i>Level III</i>		
Agricultural Gardener Foreman	0 –12 months	\$22.89
	Over 12 months	\$26.95
Associate Agricultural Research Technician	0 –12 months	\$22.89
	Over 12 months	\$26.95
Animal Care Specialist	0 –12 months	\$22.89
	Over 12 months	\$26.95
<i>Level IV</i>		
Senior Agricultural Research Technician	0-12 months	\$23.89
	Over 12 months	\$28.29

<b>GROUP C - STOREKEEPERS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Storekeeper I	0 – 15 months	\$20.40
	Over 15 months	\$22.51
Storekeeper II	0 – 15 months	\$22.79
	Over 15 months	\$24.13
Storekeeper III	0 – 15 months	\$25.07
	Over 15 months	\$27.15

<b>GROUP D – BUILDING MECHANICS, LABORER-ELECTRICIANS, MAIL, MULTIMEDIA, SAFETY OFFICERS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Building Mechanic	0 – 12 months	\$21.66
	Over 12 months	\$24.04
Laborer Electrician	0 – 12 months	\$19.73
	Over 12 months	\$24.05
Mailing Equipment Operator/Expeditor III	Entry rate	\$18.35
	Over 2 years	\$18.73
	Over 4 years	\$19.10
	Over 6 years	\$19.30
Multimedia Communications Associate	Entry rate	\$15.48
	Over 2 years	\$15.80
	Over 4 years	\$16.13
	Over 6 years	\$16.27
Multimedia Operator	Entry rate	\$13.24
	Over 2 years	\$13.49
	Over 4 years	\$13.78
	Over 6 years	\$13.91
Multimedia Technician	Entry rate	\$17.03
	Over 2 years	\$17.35
	Over 4 years	\$17.71
	Over 6 years	\$18.07
Safety/Environmental Compliance Specialist	Entry rate	\$23.35
	Over 2 years	\$23.83
	Over 4 years	\$24.30
	Over 6 years	\$24.80

<b>GROUP E – HISTOLOGISTS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Histology Technician I	0 – 12 months	\$17.34
	Over 12 months	\$18.44
Histology Technician II	0 – 12 months	\$20.82
	Over 12 months	\$21.87
Histology Technologist	0 – 12 months	\$25.66
	13 -24 months	\$27.99
	Over 25 months	\$29.93

<b>GROUP F – ALLERTON PARK EMPLOYEES</b>		
Classification		Hourly Rate Eff. 8/22/21
Building Mechanic	0 – 12 months	\$21.66
	Over 12 months	\$24.04
Greenhouse Gardener I		\$20.46
Maintenance Worker*	0 – 6 months	\$25.98
	Over 6 months	\$26.13
Park Attendant*	0 – 6 months	\$24.75
	Over 6 months	\$24.90
Park Supervisor		\$26.55
<i>*The starting rate for Park Attendant and Maintenance Worker shall be fifteen cents (15¢) per hour less than the rate listed for that specific class. The starting rate shall apply for the first six (6) months of service.</i>		

<b>GROUP G – MCKINLEY HEALTH CENTER EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Central Sterile Supply Technician	Start Rate	\$18.77
	1 year	\$19.73
	2 years	\$20.66
	4 years	\$21.65
Licensed Practical Nurse I		\$18.35
Licensed Practical Nurse II	0 – 12 months	\$21.75
	13 – 24 months	\$22.98
	25 – 36 months	\$24.28
	Over 36 months	\$25.65
Medical Assistant	Start Rate	\$18.77
	1 year	\$19.73
	2 years	\$20.66
	4 years	\$21.65
Medical Assistant (Credentialed/Certified)	Start Rate	\$20.27
	1 year	\$21.28
	2 years	\$22.28
	4 years	\$23.37
Medical Laboratory Technician II	Entry rate	\$15.48
	Over 2 years	\$15.80
	Over 4 years	\$16.13
	Over 6 years	\$16.27

Medical Technologist I	Start Rate	\$22.60
	1 years	\$24.19
	2 years	\$25.79
	3 years	\$27.37
	4 years	\$28.95
	5 years	\$30.52
	6 years	\$32.11
Nursing Assistant	Start Rate	\$12.73
	1 year	\$13.03
	2 years	\$13.47
	3 years	\$13.88
	4 years	\$14.10
	5 years	\$14.39
	10 years	\$14.44
Staff Nurse I	0 – 12 months	\$26.96
	13 – 24 months	\$27.90
	25 – 36 months	\$29.23
	37 – 48 months	\$30.65
	49 – 60 months	\$32.07
	61 – 96 months	\$33.53
	97 – 168 months	\$34.98
	Over 168 months	\$35.38
Staff Nurse II	Start Rate	\$33.21
	1 year	\$33.85
<p>Education and/or prior non-University experience, if determined by the University as relevant, may be used, at the discretion of the University, to establish the longevity step at which new employees in the classes listed above are to be hired. Starting salaries shall not be less than the starting rates shown in this Appendix and may not be greater than the 4-5 year rate specified above. Such relevant education/experience shall for pay purposes, count as service time in the lower steps when an employee is hired at a rate above the starting rate in the longevity schedule. The employee shall advance thereafter to the next higher step on his/her next anniversary date which completes the time on the step in which he/she started.</p> <p>In making education and prior experience evaluations, the University shall equate a Registered Nurse not holding a bachelors degree, but having three (3) years of relevant education/training and one (1) year of relevant experience, with a Registered Nurse holding a bachelor's degree from an accredited institution of higher learning, having no experience.</p> <p>Staff Nurse Is hereinafter will progress to the next rate on their anniversary date only after they have been in that classification for the requisite number of years.</p>		



<b>GROUP H – LIBRARY EMPLOYEES</b>		
Classification		Hourly Rate Eff. 8/22/21
Digital Imaging Specialist I		N/A
Library Operations Associates	0 – 6 years	\$27.75
	Over 6 years	\$29.34
Library Specialist	0 – 4 years	\$21.04
	Over 4 years	\$23.84
Senior Library Specialist	0 – 4 years	\$26.32
	Over 4 years *	\$26.56
**Nothing contained in this Agreement precludes a department from granting a wage increase to a Library Operations Associate in excess of the established wages rates, if mutually agreed to by both the University and the union.		

<b>GROUP I – COMPUTER EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Computer System Operations Specialist I	0 – 24 months	\$20.31
	Over 24 months	\$22.74
Computer System Operations Specialist II	0 – 24 months	\$29.40
	Over 24 months	\$31.58
Digital Computer Operator I	0 – 15 months	\$16.72
	Over 15 months	\$19.15
Digital Computer Operator II	0 – 24 months	\$19.54
	Over 24 months	\$22.99
Digital Computer Operator III	0 – 24 months	\$24.16
	Over 24 months	\$27.61
Microcomputer Support Specialist I	Entry rate	\$19.26
	Over 2 years	\$19.64
	Over 4 years	\$20.02
	Over 6 years	\$20.44
Microcomputer Support Specialist II	Entry rate	\$20.15
	Over 2 years	\$21.15
	Over 4 years	\$22.16
	Over 6 years	\$23.16

<b>GROUP J – NATURAL SCIENCE EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Natural Science Lab Assistant I	0 – 12 months	\$19.94
	Over 12 months	\$22.73
Natural Science Lab Assistant II	0 – 12 months	\$22.16
	Over 12 months	\$24.35
Natural Science Lab Assistant III	0 – 12 months	\$24.33
	Over 12 months	\$27.42
Natural Science Technical Assistant	0 – 12 months	\$28.66
	Over 12 months	\$30.76

<b>GROUP L – DIXON SPRINGS EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
<i>Group A</i>		
Agricultural Gardener	0 – 12 months	\$20.69
	Over 12 months	\$23.26
Assistant Agricultural Research Technician	0 – 12 months	\$20.69
	Over 12 months	\$23.26
Automotive Technician	0 – 12 months	\$23.75
	Over 12 months	\$24.95
Building Mechanic	0 – 12 months	\$21.66
	Over 12 months	\$24.04
Crops Testing Technician	0 – 12 months	\$23.65
	Over 12 months	\$24.82
Farm Mechanic	0 – 12 months	\$21.66
	Over 12 months	\$24.04
Forest Custodian		\$23.26
Maintenance Equipment Operator		\$24.04
<i>Group B</i>		
Agricultural Gardener Foreman	0 – 12 months	\$23.17
	Over 12 months	\$25.36
Associate Agricultural Research Technician	0 – 12 months	\$23.17
	Over 12 months	\$25.36
Building Mechanic Foreman	0 – 12 months	\$23.17
	Over 12 months	\$25.36
Farm Mechanic Foreman	0 – 12 months	\$23.17
	Over 12 months	\$25.36
<i>Group C</i>		
Garage Foreman	0 – 12 months	\$25.36
	Over 12 months	\$26.64
Senior Agricultural Research Technician	0-12 months	\$23.89
	Over 12 months	\$28.29

<b>GROUP M – COMMUNICATION EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate
		Eff. 8/22/21
Communication Network Specialist II	Entry rate	\$25.72
	Over 2 years	\$26.23
	Over 4 years	\$26.76
	Over 6 years	\$27.30
Communication Services Specialist I	Entry rate	\$19.26
	Over 2 years	\$19.64
	Over 4 years	\$20.02
	Over 6 years	\$20.44
Telephone Operator I	0 – 24 months	\$15.01
	Over 24 months	\$18.40

<b>GROUP N – DUPLICATING MACHINE OPERATORS, OFFSET PRESS TECHNICIANS</b>		
Classification	Length of Service	Hourly Rate
		Eff. 8/22/21
Duplicating Machine Operator I	0 – 12 months	\$15.97
	Over 12 months	\$19.57
Duplicating Machine Operator II	0 – 12 months	\$18.36
	Over 12 months	\$23.12
Duplicating Machine Operator III	0 – 12 months	\$19.86
	Over 12 months	\$25.32
Offset Press Technician	0 – 12 months	\$19.86
	Over 12 months	\$25.32

<b>GROUP O – OPERATIONS SUPPORT SERVICE SPECIALISTS</b>		
Classification	Length of Service	Hourly Rate
		Eff. 8/27/17
Operations Support Service Specialist I	0 – 4 years	\$18.98
	Over 4 years	\$23.90
Operations Support Service Specialist II	0 – 4 years	\$20.29
	Over 4 years	\$25.54
Operations Support Service Specialist III	0 – 4 years	\$21.56
	Over 4 years	\$27.58

<b>GROUP P – CROPS TESTING EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Crops Testing Specialist	0 – 12 months	\$27.52
	Over 12 months	\$28.90
Crops Testing Technician	0 – 12 months	\$25.11
	Over 12 months	\$26.36

<b>GROUP Q - AUTOMOTIVE EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Automotive Parts Manager		\$25.66
Automotive Technician Assistant	0 – 12 months	\$18.75
	Over 12 months	\$23.06
Parts Department Premium an additional \$0.90 per hour		

<b>GROUP R – AIRCRAFT MECHANICS, CRASH RESCUE AND SECURITY EMPLOYEES</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Aircraft Maintenance Mechanic Helper		\$15.89
Crash Rescue and Security Coordinator		\$23.64
Crash Rescue and Security Specialist*	0 – 6 months	\$19.61
	Over 6 months	\$22.03
Master Aircraft and Aircraft Engine Mechanic	0-6 months	\$24.83
	Over 6 months	\$28.89
Senior Aircraft Maintenance Mechanic		\$24.69
<i>*Hourly rate for employees hired into classification after 8-26-84.</i>		

<b>GROUP S – INTERCOLLEGIATE ATHLETIC EQUIPMENT SPECIALISTS, LOCKER ROOM ATTENDANTS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Intercollegiate Athletic Equipment Specialist	0 – 12 months	\$19.94
	Over 12 months	\$22.73
Locker Room Attendant <i>(employed after 9/1/71)</i>	0 – 12 months	\$19.94
	Over 12 months	\$22.73

<b>GROUP T – NURSE PRACTITIONERS, PHYSICIAN'S ASSISTANTS</b>		
Classification	Length of Service	Hourly Rate Eff. 8/22/21
Nurse Practitioner	0 – 24 months	\$47.28
	25 – 48 months	\$48.39
	Over 48 months	\$49.49
Physician's Assistant in Medicine	0 – 24 months	\$47.28
	25 – 48 months	\$48.39
	Over 48 months	\$49.49
*Nothing contained in this Agreement precludes a department from granting a wage increase in excess of the established wages rates, if mutually agreed to by both the University and the union.		

<b>GROUP U – THEATRICAL STITCHERS</b>		
Classification		Hourly Rate Eff. 8/22/21
Theatrical Stitcher		\$15.90

<b>GROUP V – MEDICAL RADIOGRAPHERS</b>		
Classification	Length of Service	Hourly Rate
		Eff. 8/22/21
Magnetic Resonance Imaging Technologist	Entry rate	\$20.64
	Over 2 years	\$21.04
	Over 4 years	\$21.48
	Over 6 years	\$21.92
Magnetic Resonance Imaging Specialist	Minimum	\$22.50
Radiologic Technologist Specialist	Entry rate	\$26.04
	Over 24 months	\$26.56
*Nothing contained in this Agreement precludes a department from granting a wage increase in excess of the established wages rates, if mutually agreed to by both the University and the union.		


<b>GROUP W – VETERINARY TECHNICIANS</b>		
Classification	Length of Service	Hourly Rate
		Eff. 8/22/21
Veterinary Assistant	0 – 2 years	\$14.70
	Over 2 years	\$15.29
Veterinary Technician	0 – 2 years	\$19.76
	Over 2 years	\$20.16
Veterinary Technician I	0 – 2 years	\$21.74
	Over 2 years	\$22.17
Veterinary Technician II	0 – 2 years	\$23.82
	2 – 4 years	\$24.29
	Over 4 years	\$24.78
Veterinary Technician III	0 – 2 years	\$26.00
	2 – 4 years	\$26.52
	Over 4 years	\$27.05
The rates herein may be adjusted by the Campus Wage Program through the agreement of the parties.		

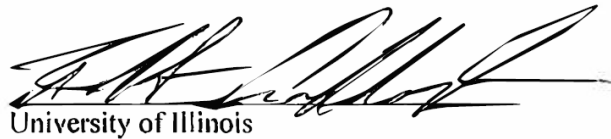
MEMORANDUM OF UNDERSTANDING

Erosion Committee

~~During the course of negotiations, the Union expressed concern that the University was 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 Management 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.~~

As agreed upon by:

 6-21-22  
AFSCME Local 698

  
University of Illinois

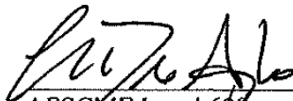
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Renewed: August 27, 2017  
Deleted: June 2022

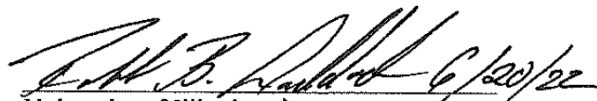
MEMORANDUM OF UNDERSTANDING

Parking

The parties agree to reopen the 2017-2021 Agreement for the purpose of negotiating parking rates if either party makes such a request.

As agreed upon by:

 6-13-22  
AFSCME Local 698

 6/20/22  
University of Illinois

Issued: August 27, 2017

Deleted: June 2022




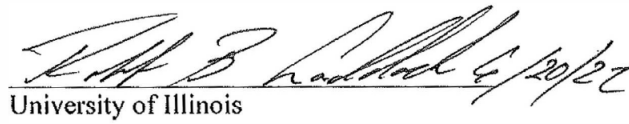
MEMORANDUM OF AGREEMENT

Microcomputer Support Specialist IIs

The parties agree that current employees in the classification of Microcomputer Support Specialist II shall receive an increase of one percent (1%) effective February 25, 2018.

As agreed upon by:

 6-13-27  
AFSCME Local 698

 6/20/27  
University of Illinois

Issued: August 27, 2017

Deleted: May 2022

## SIDE LETTER

### GROUP T Schedules

Employees in Group T will work eight (8) hour shifts for five (5) consecutive days, Monday through Friday, except as otherwise provided within this agreement or agreed to between the parties. Recognizing the need for weekend coverage at the University's McKinley Health Center, the parties agree to a deviation from Section 1 of this Article for Group T classifications.

1) The base workweek for Nurse Practitioners and Physician Assistants shall be forty (40) hours, Monday through Friday, and shall be divided into shifts of eight (8) consecutive hours each. When six (6) or more consecutive hours are worked, there shall be an unpaid meal period of a minimum of one-half (1/2) hour and a maximum of one (1) hour for all shifts.

2) Prior to the start of each semester, requests for holiday and Saturday shifts the employees desire not to work will be submitted. Those requests will be evaluated based upon operational need. Shifts of full-time permanent employees within each classification shall be so scheduled as to enable these employees to enjoy an equal number of holidays and Saturdays free of duty, unless an employee indicates a desire for more of these assignments.

3) Group T employees will be required to sign up for two (2) Saturday shifts in Fall semester and two (2) Saturday shifts in Spring semester. Saturday shift assignments will be made in advance of each semester, employees shall select their required Saturday shift in order of seniority. Employees will be permitted to volunteer for additional Saturday shifts.

4) Additionally, employees shall be assigned one back-up position during the semester which may be exchanged with other providers.

5) In the event the necessary coverage for Saturday shifts is not met through additional volunteers, employees shall be assigned for Saturday shifts taking into account the total shifts the employee volunteered for.

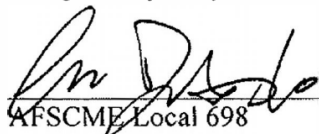
6) The Nurse Practitioners and Physician Assistants scheduled to work the weekend, shall have a Tuesday, Wednesday, Thursday or Friday off in the pay period, subject to scheduling needs which take into account pre-approved benefit time scheduled.

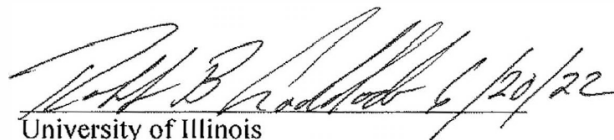
7) Working schedules shall be prepared and posted twice per year at least three (3) weeks in advance of the start of each six (6) month period.

8) Saturday shifts may be exchanged with other provider staff at least forty-eight (48) hours prior to the start of the shift, changes must be approved in advance by Administration and meet the operational needs of the unit.

This side letter shall expire upon expiration of the AFSCME Local 698 collective bargaining agreement August 31, 2024.

As agreed upon by:

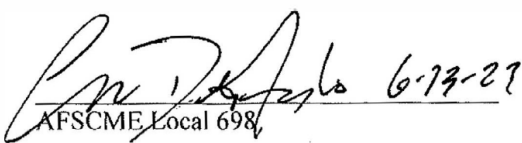
 6-13-22  
AFSCME Local 698

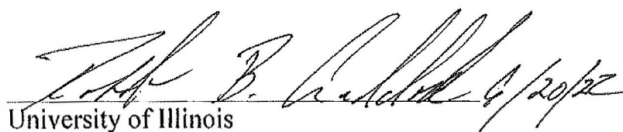
 6/20/22  
University of Illinois

**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 XIII of the collective bargaining agreement, the parties shall meet and negotiate modifications to the Article upon notice by the Employer.

As agreed upon by:

  
AFSCME Local 698

  
University of Illinois