

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES FOR
WESTERN ILLINOIS UNIVERSITY

AND

THE AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL 31, AFL-CIO
on behalf of Local No. 417

July 1, 2023 – June 30, 2024

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THE BOARD OF TRUSTEES FOR WESTERN ILLINOIS UNIVERSITY
AND
THE AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

This Agreement, made and entered into this first (1st) day of July 2023, by and between the Board of Trustees for Western Illinois University, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Council 31, AFL-CIO, on behalf of Local 417 AFL-CIO, hereinafter referred to as the Union, witnesseth:

PREAMBLE

The Agreement is entered into by the Board of Trustees for Western Illinois University and the American Federation of State, County, and Municipal Employees Council 31, on behalf of Local 417, AFL-CIO; has, with its purpose being the promotion of harmonious relations between the Employer and the Union and the establishment of a peaceful procedure for the resolution of differences.

ARTICLE I

UNION RECOGNITION AND MEMBERSHIP

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent in all matters pertaining to wages, hours, and working conditions for all educational employees (as defined in Public Act 83-1014) in classifications as hereinafter enumerated in Schedule A at Western Illinois University, Macomb campus.

Section 2. If absence from work is involved, any Union officer, steward, or member shall request and may be granted permission by their Supervisor to attend negotiations or contractually mandated meetings necessary to processing grievances or other meetings agreed to by the employer necessary to administration of this Agreement. Such request shall not be unreasonably denied. The Supervisor must notify the employee of whether the absence will be granted within a reasonable time after receiving the request. If these meetings occur during the employee's regular work shift, the employee will receive his/her regular pay. When a bargaining team member attends negotiations during non-work time on a day they are scheduled to work they shall be granted release time from their scheduled work shift equal to the amount of time spent in negotiations during that day. The number of bargaining team members eligible to receive their regular pay and/or granted release time to attend negotiations shall be limited to five (5) employees plus the Local 417 President, in total, per negotiating session.

Employees scheduled to work and who are on duty may attend the regular monthly meeting of Local 417. They may be absent for the duration of the meeting, but for a period not to exceed two (2) hours without loss of pay for this purpose but are responsible for completing essential work assignments before ending their shift.

Each bargaining unit employee may attend a one annual training provided by the Union. Trainings shall be scheduled at times mutually agreeable to the parties, provided that no overtime will be paid to attend such trainings. Employees shall be allowed up to two (2) hours during working hours with no loss of pay to attend such training, provided that time to attend such trainings shall count toward time worked for overtime purposes and no overtime will be paid to attend such trainings. The scheduling of the training shall not conflict with operational needs.

Section 3. Bargaining unit job postings will include "This position is represented by AFSCME Local 417." The Employer agrees to notify all new employees in all classes covered by this Agreement that the American Federation of State, County and Municipal Employees is the bargaining representative for the respective class.

When new employees are hired in the bargaining unit, Human Resources shall furnish the President of AFSCME Local 417 and AFSCME Council 31 Staff Representative a written list stating the names, home addresses, listed telephone numbers, and job location for the new employees.

Section 4. When a council representative or any other Union official not an employee of the University wishes to visit or inspect a work area and/or meet with the University representative, it will be the responsibility of the official and/or the Local officer to inform the Executive Director of Human Resources prior to the intended meeting or visit.

Section 5. The Union agrees that it will not conduct Union business during working hours except in regards to those matters expressly provided in this Agreement in reference to grievances, negotiations, or meetings for other matters as shall be mutually agreed. The Union also agrees that it will in no way intimidate, threaten, or coerce any employee. Request for space for meeting purposes must be cleared through the Human Resources Office. Should the Union request meeting space for the purpose of conducting Union related business, such request shall be made to the appropriate university office responsible for scheduling facilities. Any cost associated with utilizing university facilities shall be borne by the Union.

Section 6. The Union will notify the Employer of Local 417 officers and stewards, on a current basis. The Employer shall provide the Union (Council 31 and the Council 31 Staff Representative) monthly, a current list in Excel of bargaining unit employees, home addresses, listed phone numbers, classification, work telephone number, identification number, date of hire, work e-mail address, personal email address (if on file) wages and job location.

The Employer will provide to Council 31 and the Council 31 Staff Representative a bargaining unit list per pay period to include dues paying members and non-members. This list will be in Excel and sent electronically via the email address provided by the Union.

Section 7. Bargaining unit employees shall be permitted use of authorized public or cellular telephones during paid breaks and lunch periods, for personal use. In the event of an emergency, bargaining unit employees may request the use of authorized public, or cellular telephones during their working hours. The supervisor shall determine the nature of the emergency and shall grant or deny permission based on an evaluation of the aforementioned.

Section 8. A leave of absence with pay may be granted to a maximum of two (2) officers or delegates of Local 417 for the purpose of attending AFSCME State or International conventions or other conferences or meetings. Such leave may not exceed ten (10) employee working days during each calendar year. The Union shall notify the University of any employee(s) designated to attend these functions during scheduled work hours. Such prior notification of the employee(s) absence from work shall be given as to provide ten (10) days notice or, if not possible, as much advance notice as feasible.

Section 9. The Union shall be permitted to post notices of meetings and other pertinent information of a non-controversial and/or non-defamatory nature on bulletin boards provided by the Employer, in places easily accessible to the employees.

Section 10. Any action or responsibility assigned to an official or representative of the Board, president, University, or the union may be performed by a designee of such official or representative.

ARTICLE II
DUES DEDUCTION

Section 1.

The Employer agrees to deduct from the pay of those employees who individually request it any or all of the following:

- a) Union membership dues or assessments;
- b) Union sponsored credit union;
- c) Benefit program contributions which have been approved by the Board of Trustees.
- d) P.E.O.P.L.E. contributions.

The Employer shall honor employee's individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees; Union sponsored credit union and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions.

Section 2.

In accordance with the provisions for deduction as described in Section 1 of this Article the Employer shall cause the State Comptroller or other authorized wage paying authority to withhold those deductions or fees from the wages due to each bargaining unit employee, pursuant to the State Salary and Annuity Withholding Act and/or other applicable state statutes and/or procedures established by the Comptroller and/or the Employer and shall cause the amounts so withheld to be remitted to Council 31, American Federation of State, County and Municipal Employees by the State Comptroller or other authorized wage paying authority on a semi-monthly basis at the address designated, in writing, by the Union. The Union shall advise the Employer of any changes in dues, or other approved deductions, in writing, at least fifteen (15) days prior to its effective date.

Section 3.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members, officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.

ARTICLE III HEALTH AND SAFETY

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees, to assure and enforce compliance with Federal and State laws, and to maintain sound operating practices which will result in safe working conditions.

The Union recognizes the responsibility of the employee to perform their job functions in accordance with recognized safe operational procedures and the attendant responsibility to promptly report all unsafe conditions and practices in their work area.

The Union shall be entitled to one (1) bargaining unit representative Plant Advisory Committee. The Union shall notify the Director of the Physical Plant of their selected representative. Should the meetings of the Committee occur during the working hours of the employee, actual time spent in the meeting shall be without loss of pay.

ARTICLE IV MANAGEMENT'S RIGHTS

The Union recognizes the right of the Employer to operate, manage, control and maintain Western Illinois University in accordance with the rights, powers, and duties now or hereafter vested by law.

Except as otherwise expressly provided in this Agreement, nothing contained in this Agreement shall be deemed to limit the Employer in any way in the exercise of the regular and customary functions of management. The Union recognizes the right of the Employer to manage its operations and agrees to cooperate in creating the highest degree of efficiency in such operations.

However, the above shall not waive the rights of the Union under any current or future laws governing labor except as expressly provided.

ARTICLE V NONDISCRIMINATION

Section 1

Neither the Employer nor the Union shall practice discrimination against any individual covered under this Agreement on account of sex, race, color, sexual orientation, gender identity, gender expression, religion, age, marital status, national origin, disability, veteran status, political affiliation, union affiliation, and/or beliefs, parental status, genetic information or other non-merit factors. The parties recognize their joint and separate obligations to comply with applicable affirmative action and equal employment laws and those implementing guidelines issued by the University.

Section 2

The employer and the Union agree that no employee shall be discriminated against, interfered with, intimidated, restrained or coerced in the exercise of any right granted by the Illinois Educational Labor Relations Act, or by this Agreement or on account of membership or non-union membership in or la'Mul activities on behalf of the Union.

ARTICLE VI JURISDICTION

In case of jurisdictional disputes arising between representatives of this Union and those of other unions, the Employer shall be notified of the dispute immediately. It is understood that such differences shall be settled between the Unions concerned and that the Employer will not make any change in an already established work assignment practice until there has been an agreement on the part of all unions concerned that such changes are in accordance with their mutual consent. If a question arises over a type of work for which no precedent has been established, the Employer will cooperate and meet with all of the unions concerned if requested, in expediting in every way possible the matter of final decision, including arbitration, but that the cost of arbitration shall be borne equally by the unions involved. Should arbitration become necessary to resolve a jurisdictional dispute, it shall be the University's only obligation to supply records and information to the unions involved. If the work is such that its stoppage will cause hardship or undue expense to the Employer, it shall be continued as originally assigned, pending agreement. If, however, it is of such a nature that stoppage would not cause serious inconvenience or expense, the work will be delayed pending an attempt to reach an agreement. In the event the Employer notifies the Union that a question of jurisdiction has developed, and the Union does not make an effort to defend its jurisdiction, it shall be considered by the Employer a waiver of jurisdictional rights.

ARTICLE VII STRIKES AND LOCKOUTS

The Union and the Employer agree that there shall be no strikes or lockouts during the term of this Agreement, and the Union will, in good faith, attempt to prohibit and prevent any unauthorized walkout, slowdown, or illegal strike which should occur during the term of this Agreement.

ARTICLE VIII GRIEVANCE PROCEDURE

Section 1

- A. Grievant - Shall mean any employee covered under this Agreement or the Union in behalf of employees in the unit, who, pursuant to the terms of this Agreement, seeks resolution for a grievance.
- B. Grievance - Shall mean any alleged violation, difference, complaint, or dispute regarding any of the provisions of this Agreement or any other dispute arising in the course of employment. A grievance (re: Step 2) shall be submitted as a written and signed statement describing generally the known facts material to the grievance, including contractual provisions alleged to have been violated and the remedy sought.
- C. Day - Shall mean a working day, Monday through Friday, exclusive of any Employer approved holiday.
- D. Waivers
 - 1. The dismissal of a probationary employee shall not be a grievable matter. The employer agrees to discuss the reasons for the dismissal of a probationary employee with a union representative in a timely manner.
 - 2. An employee notified of a discharge action who wishes to challenge said action may elect either:
 - a. to follow the procedures for review specified in the Rules and Regulations of the State University Civil Service System, Ch. VI, 250.110 (e) (1) through (7) or,
 - b. to file a grievance pursuant to the grievance procedure of this agreement.

If the employee elects to follow the procedures of the State University Civil Service System, such action shall effectively waive any rights which either the employee or the union might otherwise have to use the grievance procedure provided herein, with respect to the said discharge. The law provides, and the parties have agreed, that appellate rights from a Merit Board decision are those prescribed in the Illinois Administrative Review Act.

Section 2

Step 1

Whenever an employee(s) has a grievance, he shall have ten (10) working days from the date upon which the incident occurs giving rise to the grievance, to take up the grievance orally with his/her immediate Supervisor. An employee may be accompanied by or have the grievance presented in his behalf by a Union steward.

The Supervisor shall then make every effort to adjust the matter and shall respond to the Steward and/or grievant within ten (10) working days following discussion of the grievance.

Step 2

Should the grievance not be resolved at Step 1, it shall be reduced to written form by the grievant or Steward in the employee's behalf and presented by the Steward to the Department Head involved within ten (10) working days after the date upon which the Supervisor's response is due or given. The Department Head shall meet with the grievant and/or Steward to discuss the grievance within ten (10) working days following receipt of the grievance. The Department Head shall make every effort to adjust the matter and shall respond in writing to the Steward (copy to the grievant) within ten (10) working days following the meeting.

Step 3

Should the grievance not be resolved at Step 2, the written grievance shall be presented by the Union to the University Director of Human Resources within ten (10) working days after the date upon which the Department Head's response is due or given. The University Director of Human Resources or his/her designee and the Local Union Grievance Committee as certified (to the University Director of Human Resources) shall meet within ten (10) working days after presentation of the grievance to the University Director of Human Resources.

The Union Grievance Committee and the University Director of Human Resources shall make every effort to jointly resolve the matter. In any event, the University Director of Human Resources shall, within ten (10) working days following the meeting, respond in writing to the Union Grievance Committee stating forth the conditions of such resolution or the University's position should the matter not be resolved.

Step 4

- A. Should the grievance not be resolved at Step 3, the union may, within ten (10) working days following receipt of the written response of the Director of Human Resources, submit the grievance to arbitration. The right of appeal to arbitration is waived by the union if such written demand for arbitration is not received by the other party within the ten (10) working day period.
- B. The Employer and the Union agree that the Arbitrator will be selected in the following manner: Each party will have a copy of the names of suggested arbitrators compiled from the American Arbitration Association or other acceptable sources, and will, at a mutually agreeable time, exchange through the mail this listing with their preferences in a numerical order, one (1) being first choice and seven (7) being last choice. The preference points will be added together and the person selected will be the person who has the lowest total points. (In the event of a tie between two or more candidates, the parties cannot agree to selection, the Employer and the Union agree to request a new list of arbitrators.)
- C. Questions of arbitrability shall be decided by the arbitrator. If a question of arbitrability is raised, the arbitrator shall make a preliminary determination of the question of arbitrability. 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 determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

- D. A decision approved by the Arbitrator shall be accepted by the Union and by the Employer as final settlement of the difference. Each party shall bear its respective expenses which shall include one-half the cost of the Arbitrator and his related expenses. The cost of a reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and transcripts shall be equally shared. In the event a pre-arbitration settlement is reached by the parties within the time frames that a cancellation fee is required the responsibility for any and all such fee be borne equally by the parties.

Section 3

- A. The time limit at any Step may be extended by mutual agreement in writing, when requested by either party, provided such request is made within the stipulated time limits of the Step in question.
- B. It is agreed that a representative of the American Federation of State, County and Municipal Employees may appear in behalf of any employee in any of the grievance or arbitration proceedings described in this Agreement.

Section 4

Grievances may be filed at an advanced step of this grievance procedure upon mutual consent of the appropriate Union and Management Representative at that step.

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

Grievances filed regarding discipline issued by Human Resources shall be initiated at Step 3 of the grievance procedure.

ARTICLE IX SENIORITY

Section 1

Seniority shall be by classification from the date of status appointment. Employee's regular working schedules will determine holiday employment. Seniority shall continue to accrue in all lower classifications in the promotional line in which the employee has been granted a status appointment. Seniority shall also prevail in regard to layoffs. Seniority shall be a factor in considering approval for vacation period(s). Service shall be defined as total length of service at the University.

Section 2

Seniority lists in the collective bargaining classifications covered by this Agreement shall be revised where applicable but no less than quarterly, by the University and a copy shall be furnished the Union.

Section 3

Other factors being equal, seniority shall be the determining factor in promotion within a promotional line for applicants who have qualified themselves by passing a promotional examination. This shall not be subject to the grievance or arbitration procedure of this Agreement.

Section 4

- A. The bargaining unit employees, within their classification, shall be given the opportunity to exercise their seniority as to job location, hours of work and days off, no less than three (3) times each year. The following procedure shall be followed in implementing this Section:
1. The three bid meetings referenced above will be held approximate to the months of December, May, and August. The Employer shall post every job within the bargaining unit. Such posting shall include job location, days off and hours of work. These bid meetings will be open to all bargaining unit employees not subject to layoff, to select positions regardless of funding source.
 2. Five (5) working days prior to the bid meetings, the Physical Plant and University Union shall make available to the employees in the classification a bid notice. This notice shall contain date and time of postings, date of bid meeting, job location, days off and hours of work. All bid notices and bid meetings shall be supervised by the Physical Plant. A local Union Representative, designated by the local Union President, shall be given the opportunity to be present at all bid meetings. Bidding shall be done by electronic mail for the University Union Night Supervisors.
 3. When temporary layoff periods occur an open bid meeting for all available positions will be held. Employees may request a voluntary layoff any time after the layoff notice is posted and up to their turn at the bid meeting. Voluntary layoffs may not be rescinded. Layoff notices will be posted no later than four (4) weeks prior to the layoff period and the bid meeting will be held no later and fifteen (15) days prior to the layoff period.

4. An employee who is unable to attend a bid meeting may submit written bids for any position of his/her choice. If an employee desires consideration for a position that is vacant at a bid meeting, he/she must indicate in order of preference this in a letter of intent to bid. All bid letters shall be given to a Union officer or steward prior to the time of bidding.
 5. When an employee arrives at a bid meeting after his/her name has been called and the bidding has gone on to employees of lesser seniority, the senior employee shall be allowed to bid on remaining positions, as soon as the bid in process at the time of his/her arrival is completed.
- B. When the Employer determines to fill vacancies or new jobs, those jobs shall be filled following standard vacancy procedures. Probationary employees may be assigned to varying shifts and days off for training purposes.
- C.
1. Employees returning from leaves of absence shall be placed in available vacancies or displace the least senior employee, in their classification, but shall be eligible for the next succeeding bid meeting.
 2. Employees who are on a medical or disability leave will be allowed to bid at a regular bid meeting provided they have a return to work slip indicating the date of return which coincides with or precedes the scheduled beginning date of the bid position, signed by a physician or other professional medical practitioner. Employees who return from such leaves shall be placed in a float position, on the same shift and days off they occupied prior to the leave, if such return occurs within six (6) months and between regular bid meetings. In determining the appropriate shift and days off, the controlling factor shall be the preceding and most recent August or December bid meeting at which the employee successfully bid.
- D. For the purpose of this Section, job location shall be defined as the same general work area which shall include building and floor designation, but may also designate floating positions.
- E. Past practice relative to the utilization of the employees in other work locations, which cannot reasonably be performed by employees in float positions, shall continue and be subject to the significant operational needs of the University. During an investigation by the Office of Equal Opportunity and Access, the employer may make temporary area changes. The Employer may make permanent area changes when there has been a recommendation or finding from the Office of Equal Opportunity and Access. The employee shall maintain their shift per their seniority bid rights. In the event an employee is subject to a permanent area change as referenced above, the employee shall lose the right to bid back to the building they were changed from for a period of twenty-four (24) months. All other permanent area changes and permanent shift changes shall not be made between bid meetings unless the parties mutually agree otherwise.

ARTICLE X HOURS OF WORK – OVERTIME

Section 1

The basic work schedule for all employees covered by this Agreement shall be thirty-seven and one-half (37 1/2) hours and five (5) consecutive working days of seven and one-half (7 1/2) consecutive hours each, Monday through Sunday with the exceptions hereinafter set forth. The seven and one-half (7 1/2) hours may be broken up by a lunch period of not less than one-half (1/2) hour and not more than one (1) hour, except by individual agreement by the employee concerned and the Employer.

Schedule changes shall be made only on a permanent basis with the exceptions hereinafter set forth. Other than a schedule change, an employee shall work five (5) consecutive days with two (2) consecutive days off. No changes in schedule shall be made to avoid the payment of overtime. When implementing a schedule change as a result of a bid meeting, the University shall attempt to initiate schedules in a manner that will enable employees to receive their regular straight time pay for five (5) days during the week in which the change is made. Days off during schedule changes may not be consecutive.

Section 2

Temporary schedules established due to layoffs during summer sessions and semester breaks shall have an established work schedule five (5) consecutive days of seven and one-half (7 1/2) consecutive hours each. Work performed in excess of the temporary schedules shall be compensated at the overtime rate.

Section 3

All time in excess of seven and one-half (7 1/2) hours in the work day or thirty-seven and one-half (37 1/2) hours in the work week shall be considered as overtime and will be compensated at the overtime rate. This Section shall be interpreted to exclude the pyramiding of overtime payments.

Section 4

It is understood that the Employer is committed to the payment of overtime at the premium rate as herein provided.

Section 5

Employees in departments requiring a seven (7) day week operation may be required to take two (2) consecutive days off other than Saturday and Sunday.

Section 6

All time worked in excess of seven and one-half (7 1/2) hours in the work day shall be compensated at time and one-half (1 1/2) the regular rate of pay. All work performed on the first regularly scheduled day off or sixth consecutive day shall be compensated at time and one-half (1 1/2) the regular rate of pay. All work performed on the second regularly scheduled day off or seventh consecutive day shall be at two (2) times the rate of pay.

Section 7

Policies now in existence on the campus relating to rest periods within the work day shall continue as to present and shall not be changed except upon the mutual agreement of the

Union and the Director of Human Resources. Short term supervised breaks may be given by a supervisor when work conditions so warrant. Employees who are working overtime hours shall be entitled to one (1) fifteen (15) minute break, to be taken at the approximate mid-point of each four (4) hours of continuous overtime work performed.

Section 8

Whenever an employee is called back to work after completing a regular day's work, he shall receive at least two (2) hours pay at the overtime rate. When an employee is called back on his scheduled day off, he shall receive a minimum of four (4) hours at the overtime rate of pay.

Section 9

In case of an emergency schedule change, the first seven and one-half (7 1/2) hours of work day shall be worked at the straight-time rate. Should an employee be required to work before his regularly scheduled work period in a work day, he shall be permitted to continue working his normal work schedule in that work day. All time in excess of seven and one-half (7 1/2) hours in the work day shall be at time and one-half (1 1/2) his regular time hourly rate.

Section 10

- A. When an employee covered by this Agreement is required by the Employer or his representative (i.e., Supervisor) to attend meetings, conferences, undergo physical examinations outside the employee's regularly scheduled working hours and in addition to a normal day's work, overtime at one and one-half (1 1/2) time the straight rate of pay shall be paid for all time so spent.
- B. However, an employee charged with a violation which leads to disciplinary action for a just cause shall be exempt from the payment as above described. If the action of the Employer is not substantiated through the grievance and/or arbitration procedure, the employee shall receive compensation for time so spent in accordance with this section.

Section 11

Overtime shall be paid in cash unless an employee requests compensatory time off at the appropriate overtime rate. The employee shall make his/her request known to the Employer not later than the end of the work week in which the overtime was earned. Such request shall be considered and granted or denied at the discretion of the Department Head.

Compensatory time shall be taken at a time convenient to the employee and consistent with the operating needs of the Employer.

Accrued compensatory time not used by the end of the fiscal year in which it was earned may be liquidated and paid in cash at the rate it was earned. Such cash liquidation shall be at the discretion of the University. Any compensatory time not so liquidated shall be carried over into the subsequent year.

Section 12

In the event the Employer provides excused time with pay to University employees between December 26 and December 31, the Employer agrees to provide the same excused time with pay to employees covered by the terms of this agreement.

ARTICLE XI OVERTIME CHARTS

Employees shall work overtime by classification when overtime is required. Overtime assignment shall be made in accordance with the following procedure:

- A. Overtime will be assigned by seniority and overtime hours.
- B. The initial distribution of overtime will be based on seniority. After the initial distribution, it shall be distributed on a rotating basis to those employees who have the most seniority with the least number of hours offered and/or worked. Overtime work offered but refused shall be recorded and given equal consideration, in the rotation, as overtime actually worked.
 - 1. Calling for known Holiday work shall begin being called three regular business days in advance of the holiday.
 - 2. When calling for overtime, the date, hours, and description of overtime work will be provided verbally or in the message. Employees will be contacted by phone call. Management will wait five (5) minutes before contacting the next most senior employee unless it is an emergency. Management will contact employees by phone for overtime opportunities based on the overtime list.
- C. An employee, by written notice to the University, may place themselves on the overtime list during the bid meetings or the first day worked after the bid meetings as prescribed in Article IX of this agreement.
- D. Employees may remove their name from the overtime list at any time between bid meetings.
- E. When an employee becomes eligible for overtime, he/she shall be credited with the average of the total hours of the group as of the effective date he/she enters the list.
- F. In the event short term overtime is necessary within a building, which would not normally exceed one (1) hour, two (2) hours in Western Hall, which is continuous to the work shift and for the purpose of completing assigned work, the Employer shall assign the overtime to employees already at work within that building. Such overtime hours assigned and worked shall be recorded on the overtime chart.
- G. If all employees on the list refuse the overtime assignment, the University shall assign overtime in reverse seniority order, on a rotating basis, to those employees on the overtime list.
- H. In the event of a catastrophic emergency the University shall have the right to assign overtime to any bargaining unit employee regardless of the provisions of this Article.
- I. Credits for overtime hours worked will be carried on a yearly basis, beginning with the effective date of the spring bid until the effective date of the spring bid the following year.
- J. Each employee on the overtime sheet shall be responsible for providing the Employer in writing with a current telephone number using an appropriate form. Failure to properly advise the Employer of a current telephone number shall result in the employee being passed over for the overtime.
- K. The chart will be maintained on a weekly basis and the Union will receive copies of all overtime charts. Copies will be emailed to Local 417 executive board members.

ARTICLE XII WAGES

Section 1

Cash compensation of employees covered by this Agreement shall be as set forth in Schedule A.

Section 2

The Employer may, in an emergency, temporarily assign an employee covered by this Agreement to other duties. Such assignment shall in no way interfere with the Union's right to represent the employee, and in no case shall the employee's wages be reduced during such temporary assignment.

Section 3

Whenever an employee is assigned to duties carrying a higher rate of compensation, he shall be paid the higher rate for such employment, whether temporary or permanent, when the period of temporary assignment lasts for one (1) hour or more and then for the entire period of each assignment.

Section 4

Employees accepting temporary assignment, when such assignment is concluded, shall be returned to the position from which they were transferred with their original classification.

ARTICLE XIII MISCELLANEOUS

Section 1

The Building Service Worker Department has established a policy that all requests for the use of vacation leave be submitted at least twenty-four (24) hours in advance, if at all possible. A request for vacation leave to be taken within five (5) working days of the submitted date will be answered as soon as possible upon receipt of the request. A request for other vacation leave shall be answered within five (5) working days from the date received. The parties agree that requests for vacation time off shall not be frozen except for periods of student move-in/move-out and/or graduation. The Employer agrees to attempt to grant a portion of the time requested during these periods. Approval for vacation leave shall be dependent on operational needs as determined by the Employer.

Section 2

During the term of this Agreement the Employer agrees not to adopt any new University personnel policies until the Union has been notified. Except in emergency situations, changes in departmental rules and policies shall not be implemented unless the Union has been given a thirty (30) calendar day notice.

Section 3

Except in emergency situations, whenever work schedules or working hours are changed, notice, in writing, of such change must be given to each employee involved at least forty-eight (48) hours before such change becomes effective.

Section 4

Except in emergency situations all employees shall not be expected to perform work outside of that normally assigned to their classification.

Section 5

Promotional examinations and any training courses conducted in preparation for examinations shall be opened to all qualified employees in a promotional

Section 6

Employees during the employees' working hours on weekends, may park in residence hall spaces otherwise reserved for Physical Plant vehicles, except during student move in/out days, as designated by the University.

Section 7 – ID Tags

The Employer agrees to provide, without cost to the employee, one (1) replacement per calendar year of the University I.D. Badge.

Section 8

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including parking fees established by the University. The Union agrees to pay reasonable increases not to exceed 40% of current fees in any one year period. If fee increases exceed 40% of the current rate in any one year period, the Union maintains the right to negotiate with the University over the rate increase.

Section 9

Unscheduled absences by an employee due to illness that exceeds twelve (12) occurrences in a twelve month period and/or demonstrates a pattern such as occurring in conjunction with days off or holidays, may be considered abuse of sick leave and subject the employee to discipline. Consecutive days of unscheduled absences shall be considered one occurrence. Employees will receive a written courtesy notice when accruing nine (9) occurrences within a twelve (12) month rolling period on a monthly basis.

Section 10

If deemed an essential employee by the University during an emergency which the administration requires the employees to remain at or near the campus in order to ensure being able to report to work during a campus closure, the Employer will provide a room.

Section 11

The Employer will provide a vehicle for transporting garbage, supplies and equipment when the Employer deems necessary.

ARTICLE XIV BENEFITS

Section 1

Benefits shall include those items specifically referenced in Board of Trustees Regulations and shall be controlled by the above referenced Regulations. Benefits in the control of the Employer will not be diminished during the life of this Agreement and any improvements in any of them will be made applicable to employees covered by this Agreement.

In the event 30 Il-CS 105/14a (Sick Leave Pay-out) is amended or repealed, the parties agree that the Board of Trustees Benefits Regulations for Civil Service Employees regarding payment for Sick Leave shall be automatically amended or repealed consistent with that action and shall have immediate application to the bargaining unit.

Section 2 - Bereavement Leave.

A. Immediate Family

1. An employee shall be granted bereavement leave with pay of up to five (5) work days and five unpaid work days per occurrence in the event of the death of a member of the employee's immediate family or household member. A member of the immediate family or household is defined as spouse/partner, mother, father, brother, sister, children, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step family members (parent, sibling and children) or any other person the employee is legally responsible for living in the same household. An employee shall be granted ten (10) unpaid days in the event of miscarriage, unsuccessful intrauterine, insemination, or an assisted reproductive technology procedure, a failed adoption match, a failed surrogacy agreement, or a diagnosis that negatively impacts pregnancy or fertility or stillbirth. Leave must be taken within a period of ninety (90) calendar days commencing from the date of occurrence.
2. In the event of a loss of a spouse/partner, parent, or child, an employee is eligible for an additional five (5) days of bereavement leave with pay. Leave will not exceed a total of ten (10) paid days unless section F below is utilized.

B. An employee will be granted three (3) work days due to the death of a relative outside the immediate family or household. This would include aunt, uncle, niece, nephew and cousin (within the first degree). Leave must be taken within a period of ninety (90) calendar days commencing from the date of occurrence.

C. Bereavement leave may only be used during the term of an employee's appointment. Bereavement leave shall be taken in not less than one-half day increments and may not be accrued.

D. Bereavement leave benefits are not granted in the event of a death of a member of the employee's spouse's or domestic partner's family unless specifically stated. For example, grandparent refers to the grandparent of the employee. For the purposes of application of bereavement leave, relationships due to marriage or domestic partnership will terminate upon divorce or termination of domestic partnership of the relative through whom the marriage or domestic partnership relationship exists. Current marital status will be defined in accord with Illinois State Law.

E. Substantiation of the reason for bereavement leave may be required.

- F. Leaves beyond these amounts may be approved under special circumstances, however such additional leave will normally be charged to accrued vacation, sick or compensatory time.
- G. In the event of the death of more than one covered family member in a 12-month period, an employee is entitled to up to a total of six weeks of unpaid bereavement leave during the 12-month period, with the appropriate amount of paid bereavement days for each loss.

Section 3 - Terminal Diagnosis of a Family Member Leave

- A. In the case of an employee where a grandparent, parent, mother-in-law, father-in-law, spouse, domestic partner, or child or, with approval, a brother/sister, has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. Eligibility for terminal diagnosis of a family member leave for adopted, foster, legal wards, and step family members only applies to mother, father, sister, brother, and children. The leave does not need to be continuous, but the employee must provide advance notice with documentation to the employee's immediate supervisor, as soon as possible.
- B. Nothing herein shall be construed to prevent or limit the University from requiring appropriate verification, or from taking action on the results of such verification, of the legitimacy of the use of terminal diagnosis of a family member leave by the employee where the University has reason to doubt the legitimacy of such use.

Section 4 - Parental Leave

- A. An employee may take up to four (4) consecutive weeks of parental leave at full pay commencing with the birth or adoption of her/his child (these days will not be deducted from sick leave). This leave may be taken once per child. In the case of adoption, parental leave begins with the date the parent takes possession of the child.
- B. An employee also has the right to additional time off as provided for in the Family Medical Leave Act of 1993 (FMLA). Parental leave taken will automatically be counted toward the 12 weeks allowed under the FMLA for eligible employees. Should an employee be eligible for FMLA leave for the birth or adoption of her/his child, vacation or sick leave may be substituted for unpaid FMLA leave. If both parents work for the University and FMLA is invoked, the combined total for both parents through the FMLA is 12 weeks. Employees are encouraged to review the entire FMLA for other benefits that may apply to them.
- C. Each employee who is granted a Parental Leave shall agree to serve at the University for one year after the completion of the Parental Leave and shall execute note to the University for the amount of the Parental Leave. This note will be cancelled at the end of the required year of service or upon the permanent disability, severe illness that requires an employment leave, death of the employee, cessation of employment due to an administrative decision, or in the event of a permanent disability or severe illness of the child that necessitates the employee to discontinue or take leave of his/her employment. In the event that the employee serves a portion of a year, then she/he shall be charged a prorated amount of the note.
- D. Upon a positive recommendation from an employee's immediate supervisor she/he may request to the appropriate vice president or President an appointment and salary at less than 100% employment (e.g., 50% employment will be compensated at 50% salary) for up to eight months after, or consistent with, the birth or adoption

of a child. The request for less than 100% employment should be made as early as possible and must be taken in eight (8) or less consecutive months. If an employee is granted less than 100% employment after, or consistent with, the birth or adoption of a child, four weeks of that employment shall be compensated at full salary (consistent with Article X.4.A. above).

Section 5 - Employee Assistance Program

The Board of Trustees and the Union agree to the implementation of an Employee Assistance Program. The Employee Assistance Program shall continue until such time the Board of Trustees terminates its agreement with the provider. The initial cost of the program shall be borne by the Employer. Such cost shall include diagnostic and referral services provided in accordance with the contract with the Board of Trustees.

The parties indicate by this agreement their mutual support of Employee Assistance Programs and to that end will encourage employees needing and/or desiring such services to contact the provider.

Section 6

Prior to an employee going on an unpaid leave of absence, the employee shall reduce their available accrued vacation level to a balance of no more than 10 days.

Section 7 – Illinois Paid Leave for All Workers Act

The Employer will comply with the Illinois Paid Leave for All Workers Act.

Section 8 - Holiday

All eligible status employees covered by this Agreement shall observe the holidays as designated by the Employer. receive twelve (12) paid holidays each year.

Holidays are listed at www.wiu.edu/provost/calendar/ and are notated with “University closed.”

When a University designated holiday falls on an employee’s first day off, the employee will take the preceding day off. When the holiday falls on the employees second day off, the employee will take the following day off.

When University designated holidays fall on an employee’s workday, the holiday will be observed on that day. Any deviations from this policy will be made only by the Unit Supervisor as specified by the Board of Trustees of Civil Services Rules and Regulations.

Normally the University gives three Administrative Closure days in additions to the Christmas holidays. If operation needs warrant, Building Service Workers may be required to work on Administrative Closure days, (basketball games, special events, moves on campus, etc.) and will be paid by, “In Lieu of Time,” BSW’s will be given equal time off for hours they worked, In Lieu of Time must be used prior to June 30th

Section 9 – Board of Trustees Meeting Attendance

With proper request, one (1) designated employee will be allowed release time to attend the Western Illinois University Board of Trustees meetings held in Macomb. Those making a public comments shall not be included in the designated one (1).

ARTICLE XV NO CONTRACTING

The Employer agrees not to contract or subcontract any duties performed by any of the classifications covered by this Collective Bargaining Agreement during the term of said Agreement which would result in the layoff of bargaining unit employees.

ARTICLE XVI DISCIPLINE

Section 1

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measure shall include only the following:

- a) Oral reprimand
- b) Written reprimand
- c) Suspension (Notice to be given in writing)
- d) Discharge (Notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause. Discipline shall be imposed as soon as possible after the Employer is aware of the event or action giving rise to the discipline and has a reasonable period of time to investigate the matter.

Notations of oral reprimands may be placed in the employee's personnel file.

Section 2

If the Employer has reason to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.

Section 3

After the issuance of an oral or written reprimand, the Employer shall meet with the employee and union representative, if requested, for the purpose of advising the employee of the charges and reasons for the disciplinary action.

Section 4

For discipline other than oral and written reprimand, the Employer shall continue the current practice of meeting with the employee prior to issuance of the disciplinary action. During the meeting, the Employer shall provide the charges and information of an evidentiary nature to the employee. Any deviation from this procedure shall be by mutual agreement between the Union and the Employer. The employee shall be given the opportunity to provide an explanation of his/her actions. The employee may request Union representation be present during the meeting. The Employer shall inform the employee of their right to union representation.

Section 5

- A. An employee shall be entitled to the presence of a Union representative at an investigation interview if he/she requests one and the employee being interviewed is the subject of the investigation. The Employer shall inform the employee of their right to Union representation.
- B. Nothing in this section shall prevent the Employer from relieving employees from duty in accordance with its practice. The employee shall not lose any wages because of such release.

Section 6

Any written warning or discipline imposed for tardiness or absenteeism shall be removed from an employee's personnel file if, from the date of the last warning or discipline, one year passes without the employee receiving an additional warning or discipline for such offense. Any reprimand for other causes shall be removed from the employee's personnel file based on the above criteria. Such removal shall be at the request of the employee but in any case shall not be used against the employee.

Section 7 - Polygraph

Polygraph examinations will not be administered to any bargaining unit employee.

ARTICLE XVII

HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1

During the terms of this Agreement, health and life insurance benefits shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, 5 Il-CS 375 et. seq. The parties agree to accept the terms and conditions of life and health benefits as provided by the Department of Central Management Services and agreed to by Council 31 at a statewide level intended to apply to state universities.

Section 2

During the term of this Agreement, retirement, death, and disability benefits shall be provided to all eligible employees covered by this Agreement in accordance with 40 Il-CS 5/15, Pensions.

Section 3

During the term of this Agreement, statutory benefits under workers' compensation shall be provided to all eligible employees covered by this Agreement in accordance with 820 Il-CS 305, Workers' Compensation Act, and 820 Il-CS 310, Workers' Occupational Disease Act.

Section 4

During the term of this Agreement, related optional benefits (e.g., U.S. Savings Bonds, supplemental health and life insurance, tax sheltered annuities) available to other eligible University employees, shall be available to eligible employees covered by this Agreement in accordance with applicable Board of Trustees policies and guidelines.

ARTICLE XVIII

LABOR MANAGEMENT CONFERENCES

Section 1

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, meetings be held between Union representatives and appropriate University representatives. Such meetings shall be requested at least fourteen (14) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held, and the purpose of any such meeting normally shall be limited to:

- A. Discussion on the implementation and general administration of this Agreement.
- B. A sharing of general information of interest to the parties.
- C. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees.
- D. Problems and issues arising from conditions of work that are of interest to unit employees and/or management.

Section 2

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 3

The Employer will allow up to four (4) employees in the bargaining unit to attend such conferences. Attendance by the employees at conferences during working hours shall be without loss of pay. However, the employees must give reasonable notice to their supervisor of their intended absence and the supervisor shall grant such time, the operating needs of the University permitting. Any travel or subsistence expenses associated with any labor-management conference shall be the responsibility of the employee.

ARTICLE XIX AUTHORITY OF THE CONTRACT

This Agreement is authorized by and in accordance with Section 36d of the Illinois Statute creating the University Civil Service System of Illinois (Chapter 24 1/2, Section 38 (b)(3)) and Public Act 83-1014. This Agreement shall be considered to incorporate, except as otherwise supplemented herein, the Rules and Regulations of the State Universities Civil Service System of Illinois and the Rules and Regulations of the State Universities Retirement System.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any negotiable subject or matter. Where past practice conflicts with the expressed terms of the Agreement, the Agreement shall prevail.

Should any provision of this Agreement be determined by a body of competent jurisdiction to be contrary to law, such invalidation of such provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. In the event a provision is determined to be contrary to law in accordance with this section, the provision so determined shall be modified by the parties to comply thereto.

ARTICLE XX TERMINATION

This Agreement shall be effective July 1, 2023 and shall continue in effect through June 30, 2024. It shall be automatically renewed thereafter from year-to-year unless either party notifies the other in writing at least ninety (90)_days prior to the expiration date that it desires to modify or terminate this Agreement.

Once the notice called for in Paragraph A has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into: Provided, however, that either party may on or after the expiration date of the Agreement, terminate the same, by giving at least ten (10) days written notice of the intention to so terminate.

**ARTICLE XVI
ACCEPTANCE BY PARTIES**

We hereby state that the foregoing instrument consisting of pages numbered one (1) to thirty-three (33) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Dated this 4th day of December, 2023

Western Illinois University

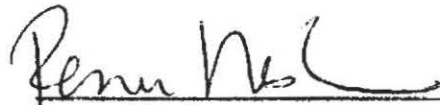


Dr. Guiyou Huang
President



Cassandra Stanberry
Interim Executive
Director of Human Resources

American Federation of
State, County & Municipal
Employees



Renee Nestler
Staff Representative
AFSCME Council 31



Dan Shipman
President, Local 417

SCHEDULE A WAGE RATES

The parties agree to the following across the board percentage designated for each fiscal year of the collective bargaining agreement as follows:

FY24 3%

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Wage Rates for employees hired after July 1, 2018:

	0-6 Calendar Months	7-12 Calendar Months	13-48 Calendar Months	49+ Calendar
	Inclusive	Inclusive	Inclusive	Inclusive
Building Service Worker	\$16.32	\$16.83	\$17.34	\$19.19
House Attendant	\$16.32	\$16.83	\$17.34	\$19.19
Night Supervisor University Union	\$17.57	\$18.08	\$18.59	\$20.43
Telephone Operator I	\$14.96	\$15.47	\$15.98	\$17.85
Telephone Operator II	\$15.53	\$16.04	\$16.55	\$18.41

Wage Effect of Permanent Lay Off

Should an employee be permanently laid off from the University and subsequently re-employed within the same classification, the following rules apply:

1. If re-employment occurs within one (1) year of lay off, the former employee will be re-employed at the same rate held on the date of lay off. Annual increases distributed after re-employment shall be administered as if there has been no break in employment.
2. If re-employment occurs more than one (1) year after lay-off, the starting rate shall be at the current new hire rate.

SCHEDULE B DIFFERENTIAL PAY

Section 1 – Shift

In addition to the regular hourly rate, thirty-five (35) cents per hour shall apply for all hours worked for employees whose shift start- time begins no sooner than 3:00 p.m. or later than 5:50 a.m. each day.

Section 2 – Moving Crew

Those employees who are the successful bidders and do work on the moving crew, shall receive an additional sixty (60) cents per hour for all hours worked in the performance of moving duties. Duties not incidental to cleaning may be assigned on a normal basis to the moving crew.

Section 3 - Special Services

When non-moving crew bargaining unit employees are assigned and do perform duties, not incidental to cleaning, outside of their bid area, a wage differential of sixty (60) cents per hour shall be paid. The differential shall be paid for each one-half (1/2) hour or portion thereof for work performed under this section.

Employees may indicate a preference to perform Special Service work by completing the sign up form during the regular bid meetings. The employer will offer opportunities to perform such work on a relatively equal basis from the preference list. However, nothing in this section shall prevent the University from assigning any bargaining unit employees work of this nature.

Section 4 – Construction Areas

Cleaning of construction areas after removal of construction material waste shall be excluded from payment under Sections 2 and 3 of this Schedule.

