

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 CLERICAL BARGAINING UNIT

July 1, 2023 through June 30, 2024

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THE BOARD OF TRUSTEES FOR WESTERN ILLINOIS UNIVERSITY and
COUNCIL 31 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO on behalf of LOCAL 417

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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. This Preamble is a statement of intent and is not subject to Article VII, Grievance Procedure.

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 is below at Western Illinois University, Macomb campus, as certified by the Illinois Educational Labor Relations Board (Case No. 2011-RC-0003-S, 2012-RS-0006-S, 2012RS-0007-S, 2021-RS-0013-C, 2022-UC-0022-C, 2023-RS-0014-C, 2023-RS-0018-C, 2023-RS-0030-C and 2023-RS-0032-C.

Accounting Assistant	Medical Insurance Assistant Manager
Accounting Officer	Medical Record Technician
Accounting Specialist	Medical Records Administrator I
Assistant Duplicating Service Supervisor	Medical Transcriptionist I
Cashier II	Office Administrator
Cashier III	Office Manager
Cashier IV	Office Support Assistant
Desktop/Publisher Coordinator	Office Support Associate
Duplicating Machine Operator III	Office Support Specialist
Golf Course Pro Shop Assistant	Paralegal Assistant
Human Resource Representative	Payroll Specialist III
Image Processing Technician II	Retail Associate
Image Processing Technician III	Retail Supervisor
Inventory Record Control Supervisor	Routing Dispatcher III
Library Assistant	Routing Supervisor
Library Specialist	Shipping/Receiving Clerk
Mail Messenger	Space Administrator I
Main Desk Attendant	Storekeeper I
Medical Insurance Associate	Transportation Clerk

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.

If the training falls outside an employee's regular work schedule, the employee shall receive a temporary schedule change, if requested, in order to attend the training on work hours. Schedules changes may be made subject to operational needs and supervisor approval.

Section 3

Bargaining unit job postings will include "This position is represented by AFSCME Local 417." The Department of Human Resources will be responsible for informing new bargaining unit employees of their representation by AFSCME and an appropriate Union contact. The Union contract can be found electronically on the WIU Human Resources website and may be printed as needed.

The Employer will follow applicable State of Illinois Laws regarding access to Employee Information and 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 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 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 to the email address provided by the Union.

Section 7

A leave of absence with pay may be granted to a maximum of two (2) officers or delegates of Local 417 Clerical Bargaining Unit, by their supervisor, 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. Any time away from work granted under this section will be subject to the operating needs of the employee's work unit and require the prior approval of the Director of Human Resources or his/her designee.

Section 8

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.

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 thirty (30) 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.

Section 4

The Employer will follow applicable State of Illinois Laws regarding Dues Deduction and Revocation.

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.

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, genetic information, veteran status, political affiliation, union affiliation, and/or beliefs, parental status, or other non-merit factors, and any other classes protected by state or federal law. 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 lawful activities on behalf of the Union.

ARTICLE VI STRIKES AND LOCKOUTS

Section 1

During the life of this Agreement or any extension thereof, neither the Union nor any of its officers, agents, or representatives shall directly or indirectly instigate, promote, cause, participate in or recognize, nor authorize employees to instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, slowdown, interruption of work, picket line, secondary boycott, or other interference of any kind with operations. The Union shall fully support the Employer and the University in maintaining operations. The Union acknowledges the Employer has the right to seek injunctive relief in the event the Employer feels the Union has violated this Article.

Employees shall not instigate, promote, cause, participate in or recognize any strike, job action, work stoppage, interruption of work, picket line, secondary boycott, or other interference of any kind with operations whatsoever with or without the authority or support of the Union, any of its officers, agents, representatives, members, or by any other person or persons whomever during the life of this Agreement. Any employee who violates this Article may be subject to discipline up to and including discharge. In the event an employee is in violation of this Article, any benefits as outlined elsewhere in this Agreement shall be suspended during the course of the strike or work stoppage, and the employee shall not be entitled to any accrual thereof during the period of any such strike or work stoppage.

Section 2

The Employer will not lockout any bargaining unit member during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE VII
GRIEVANCE PROCEDURE

Section 1 - Definitions

- 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. Upon request, 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 (f) 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 – Grievance Steps

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 Federal Mediation and Conciliation Service 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 arbitral 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 VIII
HOURS OF WORK – OVERTIME

Section 1

- A. The basic work day for FLSA nonexempt employees shall consist of seven and one-half (7 ½) consecutive hours and the basic full time work week for nonexempt employees shall consist of five (5) consecutive work days with two (2) days off.

Section 2

- A. The work day shall be broken at the approximate mid-point by an unpaid meal period of no less than thirty (30) minutes nor more than one (1) hour at times established by the University.
- B. Employees shall be entitled to 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.
- C. If Employees are repeatedly missing breaks and/or lunches or working outside regular hours, they should contact Human Resources to remedy the issue. The employee may seek assistance from a union steward and have them present during any discussions.

Section 3

- A. Employees who work in excess of seven and one-half (7 ½) hours per day or in excess of thirty-seven and one-half (37 ½) hours per week shall be compensated at one and one-half (1 ½) times their base hourly rate for those hours worked in excess. 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.
- B. Overtime shall be paid in cash or the employee will receive compensatory time, at the employee's discretion. An employee may accumulate thirty-seven and one-half (37 ½) hours of compensatory time. There shall be no pyramiding of overtime.

Section 4

A flexible hour schedule is one that allows an employee to alter his/her normal starting and quitting time on a daily basis in order to accommodate personal needs. An employee may request a flexible hour schedule of his/her supervisor stating the personal need for the request and providing the approximate length of time the schedule will be needed. The supervisor will evaluate the request and determine whether a schedule alteration can be granted taking into consideration the operating needs of the unit.

Section 5

Current practices regarding "make-up" time that exist within individual units can continue to exist provided a supervisor's approval will first take into consideration the operating needs

of the unit. The parties agree that any "make-up" time allowed and performed will not obligate the employer to any overtime compensation either on a daily or weekly basis.

Section 6

In the event the Employer provides Administrative Closure Days (excused time with pay) to University employees during the December Holiday Break, the Employer agrees to provide the same excused time with pay to employees covered by the terms of this agreement.

ARTICLE IX MISCELLANEOUS

Section 1

During the term of this agreement, the parties agree to accept the operating and regulatory parking policies, including the parking fees established by the University. The University agrees that bargaining unit members will be subject to the same fees and regulations as other employees not covered by this agreement.

Section 2

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.

Occurrences are for use of sick leave only. Occurrences will not accrue if a doctor's slip is provided to the Employer within one business day upon return to work.

It is understood that the use of vacation and/or compensatory time for unscheduled absences is subject to supervisory approval.

An employee absent from work for more than three (3) days without notice, shall be considered to have voluntarily abandoned his/her position. A voluntary resignation form will be processed and sent to the employee's home address.

Section 3

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.

Section 4

If the University E-News discontinues publishing changes in civil service personnel, Human Resources will send the same information to the Local 417 Vice-President for the Clerical and the Staff Representative.

Section 5

Should an involuntary reassignment be necessary, the employee will first be notified and then the Union.

Section 6

The Employer will follow Western Illinois University's Remote Work Policy.

ARTICLE X BENEFITS

Section 1

Benefits shall include those items specifically referenced in Board of Trustees Regulations and shall be controlled by the above referenced Regulations, as from time to time amended.

In the event 30 ILCS 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. Total leave will not exceed 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 to the employee's immediate supervisor, when 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). 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 and department chair, dean, or director, 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 – 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 XI
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 XII 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

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 4

- 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 Article 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 5

A written reprimand issued to a bargaining unit employee for tardiness or absenteeism may be removed from the employee's personnel file provided the employee makes such request and at least one (1) year has passed since the date of issuance of the last disciplinary action for the same or similar offense.

Section 6 – Polygraph

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

ARTICLE XIII: PROBATIONARY PERIODS

The Employer will follow the Western Illinois University Civil Service Handbook regarding Probationary Period – Six Months and State University Civil Service Statutes (SUCSS) Rule 250.90 for all bargaining unit employees.

ARTICLE XIV

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 ILCS 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 ILCS 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 ILCS 305, Workers' Compensation Act, and 820 ILCS 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 XV
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 XVI
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 ½, 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 XVII
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.

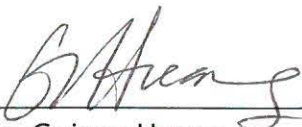
Once the notice called for in Paragraph A has been given, this Agreement shall remain in full force and effect indefinitely throughout the negotiations until a new Agreement has been entered into: Provided, however, that either party may on or after the expiration date of the Agreement, terminate the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

ARTICLE XVIII
ACCEPTANCE BY PARTIES

We hereby state that the foregoing instrument consisting of pages numbered one (1) through twenty-three (23) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

Dated this 5th day of December, 2023

Western Illinois University:




Dr. Guiyou Huang
President

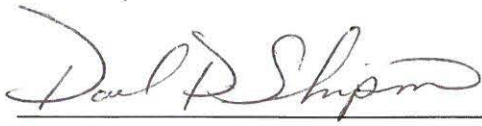


Cassandra Stanberry
Interim Executive Director of
Human Resources

AFSCME:




Renee Nestler
Staff Representative Council 31



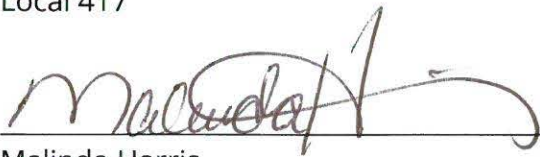
Dan Shipman
President Local 417




Kelsey Ault
Vice President Local 417



Lisa Rutledge
Local 417



Malinda Harris
Local 417



Marie Blome
Local 417



Carol Clemons

Local 417

SCHEDULE A
WAGE RATES

The parties agree to implement the following as an across-the-board increase for each fiscal year of the collective bargaining agreement as follows:

FY24 \$1.84 per hour across the board

The increase will be effective July 1 of the designated fiscal year and be based on the employee's June 30 base pay the preceding fiscal year.

SCHEDULE B
SHIFT DIFFERENTIAL PAY

All regularly scheduled hours worked between 5:00 p.m. and 7:00 a.m. shall receive a shift differential premium of 35 cents per hour.*

The shift differential premium shall be paid for overtime hours worked between 5:00 p.m. and 7:00 a.m. It shall be added to the basic hourly wage for the purpose of overtime or holiday pay calculations.

The shift differential premium shall not be paid for compensatory time.

*However, any regularly scheduled shift which requires at least 5.5 hours work during the prescribed time above will receive shift differential for all hours worked, i.e., the entire shift. This is regardless of days worked, i.e., Sunday, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday.