

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE BOARD OF TRUSTEES

ON BEHALF OF

WESTERN ILLINOIS UNIVERSITY

AND

THE UNIVERSITY PROFESSIONALS OF ILLINOIS

LOCAL 4100, IFT/AFT, AFL-CIO

July 1, 2023 through

June 30, 2026

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## PREAMBLE

This Agreement is entered into by and between the Board of Trustees for Western Illinois University, hereinafter referred to as the Board or the Employer, and the University Professionals of Illinois, Local 4100, IFT/AFT, AFL-CIO, hereinafter referred to as the Union, on behalf of certain employees at Western Illinois University, and is in recognition of the Union's status as the exclusive representative of certain employees as set forth in Addendum A of this Agreement. The basic purpose of this Agreement is the promotion of harmonious relations between the parties, the establishment of an equitable and orderly procedure for resolving differences arising out of the employment relationship and the establishment of an entire agreement covering rates of pay, hours of work, and other conditions of employment for employees in the unit described in Addendum A hereof. This preamble is a statement of intent and is not subject to Article VII, Grievance and Arbitration Procedure.

ARTICLE I  
UNION RECOGNITION

Section 1.

The Employer recognizes the Union as the exclusive collective bargaining agent in matters pertaining to wages, hours, and working conditions for all employees who are appointed at least 50% time or greater in a status or probationary position in the classifications certified by IELRB Case No. 95-RC-0009-S. These classifications are shown in Addendum A of this Agreement.

ARTICLE II  
MANAGEMENT RIGHTS

The Union recognizes that the Board retains and reserves to itself all rights, powers, privileges, responsibilities and authority conferred upon and vested in by law, whether exercised or not, including but not limited to, the right to operate, manage, control, organize, staff and maintain the University and in all respects carry out the ordinary and customary functions of management and to adopt policies, rules, regulations and privileges in furtherance thereof.

ARTICLE III  
NON-DISCRIMINATION

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, parental status, political affiliation, and/or beliefs.

Section 2.

An allegation of discrimination may be processed through either the established university procedure for investigation of such charges or the grievance procedure contained herein. Should the employee file the complaint under the university procedure the employee hereby waives any right to proceed under the terms of this Agreement.

Section 3.

Neither the Employer nor the Union will violate the rights of employees regarding union membership or non-membership as set forth in Public Act 83-1014.

ARTICLE IV  
UNION RIGHTS

Section 1.

The Union hereby agrees that Union business will not be conducted during working hours and that only matters related to negotiations and administration of this agreement, as set forth hereafter, may qualify for excused time from work.

Bargaining unit employees may be allowed reasonable, but limited, time off during working hours upon giving advance notice to their supervisors, for the purposes of investigating grievances, attending grievance meetings, attending Union-Management conferences, attending contract negotiating sessions (limited to not more than 3 employees), meetings involving general administration of the Agreement, or meetings called by or agreed to by the employer, when an employee is entitled or required to attend such events by virtue of being an elected or appointed union representative, a witness or a grievant, and such attendance does not, in the opinion of the supervisor, create a significant interference with the operations of the employing unit.

Employees scheduled to work and who are on duty may attend monthly union meetings. They may be absent for the duration of the meeting, but for a period not to exceed one (1) hour without the loss of pay, subject to supervisor approval and operational needs.

Each bargaining unit employee may attend 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 the trainings. Employees shall be allowed up to two (2) hours during working hours with no loss of pay to attend such trainings. The scheduling of the training shall not conflict with operational needs

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.

Section 2.

The Union may utilize regular campus and electronic mail for the purpose of communicating matters related to administration of this contract to the Employer and employees within the bargaining unit. Further, the Union shall be permitted to utilize the electronic bulletin board designated for UPI to

communicate to their membership, provided such usage does not occur during working hours. The Union shall be permitted to post items related to the administration of this Agreement on bulletin boards within each campus building. However, such posting shall not be political or partisan in nature, nor shall it be defamatory to any individual or the university administration. Violation of this posting restriction will result in immediate suspension of all privileges contained herein.

Section 3.

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. The Union will be charged for such usage in the same manner as other groups requesting to utilize university facilities.

Section 4.

The University shall notify the Union, on a quarterly basis, of the following personnel transactions which involve bargaining unit employees: new hires, promotions, demotions, reclassifications, recalls, resignations, retirements, terminations, name/address changes, transfers, layoffs, leaves of absence, returns from leave of absence.

Modified or updated bargaining unit job descriptions received by the Department of Human Resources shall be provided to the Union.

On a monthly basis, the university will provide the union with an electronic list of all bargaining unit employees including name, title, department, building, start date, hourly rate, annual salary, percent appointment, leave type (if applicable), dues deduction status on file with the university, work address, work phone number, work email address, personal address, personal email address (when on file with the Office of Human Resources), and home and cellular phone number.

Human Resources will schedule one hour for union orientation during the new employee onboarding process and notify the representative designated by the union of the date and time for the union orientation. Bargaining unit representatives designated by the union shall be provided with reasonable time to conduct the union orientation. Time spent during the union orientation shall be without charge to pay or leave time for both the



employee and representative designated by the union.

Section 5.

Bargaining unit employees may be excused from work, by their supervisors, to attend state or national affiliate conventions or executive board meetings of the Union. The foregoing excused time will be with pay and shall not exceed, in total, 10 cumulative days per year. The University may grant additional time away from work for these purposes and such time will be without pay unless the employee decides to utilize existing vacation or compensatory time. 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 (to ensure the ten (10) day limit has not been exceeded).

Section 6.

The University will provide the Union an office, desk, chairs, telephone, and access to a local area network (lan). The Union will locate the office space, that is mutually acceptable to both the Employer and the Union, and secure its use from the parties responsible for the space. The Union acknowledges that special needs may require the office space to be relinquished at any time, with the Union responsible for locating a subsequent office space, consistent with the provisions of this section. The Union will be responsible for all expenses associated with maintaining the office including, but not limited to, secretarial service, office supplies, and telecommunication charges.

ARTICLE V  
UNION DUES AND FAIR SHARE DEDUCTION

Section 1.

Upon confirmation by the Union that an employee covered by this agreement has authorized checkoff of dues, assessments, fees, or COPE Funds, the Employer shall deduct such dues, assessments, fees, and COPE Funds from wages owed to that employee, unless the authorization is revoked by the employee in accordance with the terms set forth on the employee's checkoff authorization. Employees may express such authorizations by any means of indicating agreement allowable under state and federal law, including electronically recorded telephone calls and by submitting to the Union an online deduction authorization form. To the extent permitted by law, authorized deductions shall be irrevocable, regardless of the employee's membership status, except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues, assessment, and fee revocations are processed by the Union. In the event that an employee revokes their checkoff authorization in accordance with the terms in which they authorized the deductions, the Union will notify the employer after the close of the revocation period.

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 the union 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 VI  
UNION-MANAGEMENT CONFERENCE

Section 1.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious union relations, it is desirable that meetings between the parties be held to discuss issues of mutual interest. To that end, the parties agree to hold Union-Management conferences when requested by either party. The meeting may be attended by no more than 2 persons representing each party. In order to expedite those discussions, the party requesting the meeting should provide an agenda of items to be discussed no later than one week prior to the agreed to meeting date. In regard to discussion items that require follow-up action, the parties should attempt to respond in a timely manner subsequent to the meeting. With this understanding, the parties further agree to limit the general topics of discussion to:

- a. Discussions of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.

Section 2.

The parties further agree that there will be no discussion of grievances "in process" during these Union-Management conferences. Further, the parties agree that this is not a proper forum for negotiations and to that end will not discuss issues properly subject to negotiations and for the purpose of altering any of the terms of this Agreement.

Section 3.

This formalized setting is not intended to discourage, in any way, informal discussions between the parties related to issues which may arise on an irregular basis and which need immediate attention by the parties.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. Purpose.

The purpose of the grievance procedure is to secure, at the lowest possible level, a solution to the problems of the parties. Both parties shall make an effort to resolve the grievance in the most expeditious, cooperative and harmonious manner possible.

Section 2. Grievance

A. A "grievance" is hereby defined to be any dispute, controversy or difference of opinion between the Employer and the Union or any employee covered by this Agreement regarding the application, meaning or interpretation of this Agreement. Employees who are serving a probationary period shall be excluded from filing grievances over a demotion or dismissal. A working day shall be defined as Monday through Friday, excluding legal holidays.

B. Grievances may be processed by the Union on behalf of an employee or itself, or may be filed by an employee at Step 1 of this procedure. Either party may have the grievant present at any step of the grievance procedure, and the employee is entitled to a Union representative at each and every step of the grievance procedure.

C. All step 2 grievances shall be submitted on the form agreed to by the parties.

D. The parties agree that should a status employee exercise rights of appeal provided in the State Universities Merit Board Rules regarding discharge, classification, demotion, or other appealable matters, the employee will be deemed to have waived the right to file a grievance through this procedure.

Section 3. Grievance Steps.

Step 1. The employee and/or the Union shall orally raise the grievance with the employee's supervisor who is outside the bargaining unit. All grievances must be presented no later than twenty (20) working days from the date the grievant became aware, or reasonably should have been aware, of the occurrence giving rise to the grievance. The supervisor shall then make a reasonable effort to resolve the matter and shall respond orally within

twenty (20) working days.

Step 2. If a grievance is not resolved at Step 1, it shall be reduced to writing and the written grievance shall be presented by the Union to the department head within ten (10) working days after the date upon which the supervisor's reply was given or due, whichever is earliest. In cases where the supervisor and department head is the same person, the step 2 grievance may be initiated at the level of the department head's supervisor by mutual agreement between the department head and the Union. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant.

The department head shall review the grievance and may conduct a meeting within ten (10) working days, if appropriate, and shall respond in writing within ten (10) working days following the submission of the grievance or conclusion of the meeting, if one is held, whichever is later.

Step 3. If a grievance is not resolved at Step 2, the written grievance shall be presented to the Director of Human Resources within ten (10) working days after the date the Step 2 response is given or due, whichever is earliest. The Director of Human Resources or designee and a local Union representative shall meet within ten (10) working days. The Director of Human Resources or designee shall respond in writing within ten (10) working days following the conclusion of the meeting.

#### Section 4. Arbitration

A. If the Union is not satisfied with the Step 3 response, the written grievance may be referred to arbitration by so notifying the Director of Human Resources in writing within twenty (20) working days after the receipt of the decision. The Director or designee and the Union shall attempt to agree upon an arbitrator, but if they are unable to do so within fifteen (15) working days of the written notice to arbitrate, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The parties shall alternately strike the name of one (1) arbitrator, the Union and the Employer taking turns as to the first strike. The remaining person shall be the arbitrator who shall be notified of selection by a joint letter from both parties requesting that a date and time for the hearing be established subject to the reasonable availability of the parties. All hearings shall take place in the City of Macomb, Illinois,

unless otherwise mutually agreed.

B. Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator. The Employer or the Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer. The Employer shall not be obligated for payment of employees' travel expenses and/or time spent outside of the employees' normal working hours.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on 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. Board of Trustees Regulations and By-laws, University rules and policies, laws of the State of Illinois and rules and regulations of administrative agencies are not subject to arbitration. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall submit a written decision to the parties within thirty (30) working days of the close of the hearing or the submission of briefs, whichever is later, unless the parties agree to an extension.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union and the employee or employees involved.

The expenses and fees of the arbitrator and the cost of the hearing room shall be borne equally by the parties.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, it shall pay for the cost of the copy.

#### Section 5.

A. Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

B. The time limits at any step or for any hearing may be extended by written mutual agreement of the parties involved at that particular step.

C. Grievances may be filed at any step of the Grievance Procedure by

mutual agreement of the parties at that step.

D. Grievances not responded to by the Employer within the prescribed time limits shall be automatically advanced to the next step of the Grievance Procedure, except arbitration.

E. A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting, unless the parties agree otherwise.



ARTICLE VIII  
DISCIPLINARY ACTION

Section 1.

The University shall follow the tenets of corrective and progressive discipline to the extent practicable and related to the offense in question. Disciplinary action shall be taken for cause and will include the following:

- a. Oral warning
- b. Written reprimand
- c. Suspension
- d. Discharge and/or suspension pending discharge

Section 2.

Oral warnings shall be issued by the employee's supervisor and may be documented in the personnel file describing the date, time and general topic to which the oral reprimand is related. Employees shall be given a copy of the documentation sent to the personnel file.

Section 3.

An employee may have a Union representative present at a disciplinary meeting provided the employee requests such representation and securing that representation does not result in undue delay in issuance of the disciplinary action. In addition, an employee may have a Union representative present during an investigatory interview if the employee is the subject of the investigation and the employee has a reasonable belief that disciplinary action may be forthcoming. Should an investigation result in no disciplinary action being taken, the employee shall be advised of that decision by the University.

Section 4.

In the event disciplinary action is taken against an employee other than an oral warning or written reprimand, suspension pending discharge or discharge, the University shall furnish a written statement of the reasons therefor to the Union. Should the University issue a suspension pending discharge or discharge action against a bargaining unit employee the Union will be provided copies of the documents necessary to take such action as required by the State Universities Civil Service System Merit Board.

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 a 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.

ARTICLE IX  
NO STRIKE

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 X  
PERFORMANCE EVALUATION

Each bargaining unit member will be evaluated three (3) times during the probationary period. Each bargaining unit employee, thereafter, shall have performance evaluated once each calendar year.

An employee evaluation will normally be conducted by the first level of supervision, outside the bargaining unit, and will occur at times prescribed by the University. A supervisor may seek input from others in determining the employee's performance during the time period covered by the evaluation and is encouraged to limit the access of bargaining unit members to the evaluation of any other bargaining unit employee.

At the time of the employee's annual evaluation meeting, the employee and the employee's supervisor shall review the employee's official job description, which shall include the function of the position, organizational relationships, duties and responsibilities (with associated percentages of time spent on each), and job requirements. If the supervisor and employee believe the job description needs to be changed from the previous year, the employee's supervisor shall submit proposed changes to the appropriate administrator for review. Each employee shall receive a copy of their approved job description for the next year, if changed from the previous year.

Employees who believe that their job duties have changed or increased to include work performed by another classification can request a job audit consistent with Civil Service Regulations.

The bargaining unit employee shall receive a copy of the final, signed performance evaluation from the employee's supervisor. Performance evaluations and their content, except for procedural matters related to the completion of the evaluation, shall not be subject to the Grievance Procedure contained within this Agreement.

ARTICLE XI  
COMPENSABLE BENEFITS AND LEAVES

Section 1.

The employees in the bargaining unit shall be entitled to the specific benefits as provided to civil service employees in their respective category by Board of Trustees Regulations in effect July 1, 2010. These benefits will not be modified and/or revised during the life of the agreement except as indicated below.

The benefits described in these Regulations shall be subject to applicable State and Federal laws and shall be automatically terminated or modified to maintain congruence with such laws or any repeal or amendment thereof.

Section 2. Bereavement Leave.

A. Leave with pay of up to five consecutive days and up to five (5) unpaid days per occurrence will be granted to an employee in the event of the death of a member of the employee's immediate family, household, in-law, or a relative, or miscarriage, unsuccessful insemination using artificial reproductive technology procedures, failed adoption or adoption match, failed surrogacy arrangement, a diagnosis that negatively impacts pregnancy or fertility, or stillbirth. (820 ILCS 154/10). In the event of a loss of a spouse, domestic partner, parent, mother-in-law, father-in-law, or child, an employee is eligible for 10 days of paid bereavement leave.

B. Immediate family or a relative is defined as the employee's: mother, father, sister, brother, spouse, children, grandchildren, grandparents, aunt, uncle, niece, nephew, or first cousin. Eligibility for bereavement leave for adopted, foster, legal wards, and step family members only applies to mother, father, sister, brother, and children. In laws are defined as: mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Sister-in-law and brother-in-law are defined as: sibling's spouse or spouse's sibling.

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. The employee's supervisor may grant additional leave to an employee who cannot, because of special circumstances, return to work at the

completion of the allowable bereavement leave days. An employee may choose to take such leave without pay or may use accrued vacation or sick leave time.

Section 3. Terminal Diagnosis of a Family Member leave

A. In the case of an employee where a covered family member as defined in 820 ILCS 154/1 et seq. has received a terminal diagnosis, the employee will be granted up to 10 days of paid leave for the care of the individual. 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 the employee's child, or new child fostering placement (these days will not be deducted from sick leave). In the case of adoption or fostering placement, 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 a 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. Upon a positive recommendation from an employee's immediate supervisor and department chair, dean, or director, the employee 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 XI.4.A. above).

ARTICLE XII  
BENEFIT IMPLEMENTATION

Section 1.

Sick leave may be used in increments of no less than one-tenth (1/10) of an hour.

Section 2.

Pursuant to Public Act 92-0599 and subsequently upon the employee's request, unused sick leave that can be used for sick leave buy-out will be paid at the current rate of earnings as part of the earnings from the University during a period of up to two years of employment prior to retirement, subject to the 20% limitation and the guidelines set by SURS. The employee must submit an irrevocable "election to retire" prior to receiving this benefit. In the event that Act 92-0599 is repealed or amended, unused sick leave that can be used for sick leave buy-out will not be paid as part of earnings from the university during the period of up to two years of employment prior to retirement, unless a new agreement allowing such a payment is negotiated by the University and UPI (Civil Service). Employees already receiving the benefit at the time of repeal or amendment of ACT 92-0599 will continue to do so. The parties agree that should the State Legislature amend, alter, or abolish the Statute which provides for the payout of accumulated sick leave, the Employer will be free to take whatever action is necessary to comply with the amendment, alteration or abolition of that Statute.

Section 3.

Should the University President, or designee, order the University closed consistent with the provisions of the Policy on Limiting University Operations Because of Emergency Conditions, bargaining unit employees who are ordered and who do work during that period of time shall be compensated at one and one-half (1 ½) times their base rate of pay for actual hours worked.

Section 4.

Bargaining unit employees shall be eligible for the extended sick leave benefit described in "Regulations" after completing three (3) years of employment at the University.



Section 5.

Supervisors are encouraged to respond in an expeditious manner to requests from bargaining unit employees to utilize leave.

ARTICLE XIII  
HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1.

During the terms of this Agreement, health and life insurance programs 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. and as amended from time to time. The parties agree to accept the terms and conditions of life and health programs as provided by the Department of Central Management Services at a statewide level and which are 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 any applicable Board policies and guidelines.

Section 5.

The Employer and the Union recognize that an Employee Assistance Program can be valuable to the employees in addressing individual concerns. The Employer and the Union hereby declare their unqualified support and pledge to work cooperatively with any Employee Assistance Program provided by the Employer.

ARTICLE XIV  
HOURS OF WORK AND 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.

B. Employees who are exempted from the requirements of the Fair Labor Standards Act shall be subject to the University's positive time reporting procedures, as from time to time amended, and "Approved Time off" policy.

For salaried employees, the standard workday is defined as 7.5 hours, and the standard work week is defined as 37.5 hours, but will be defined by terms of the employee's contract for part-time staff. "Approved Hours" is defined as accumulated time worked over 7.5 per day or 37.5 hours per week. Salaried employees shall accumulate "Approved Hours" for all hours worked beyond 7.5 per day, or 37.5 in a workweek, which can be used for approved time off work. There is a 45-hour limit on the number of approved hours which can be accumulated, and they roll over from year-to-year.

Bargaining unit members who are consistently directed to work beyond the 45 hours of permitted approved hours may initiate a discussion between the employer and union to discuss possible ways to resolve having to work beyond the permitted approved hours.

Because of the foregoing, FLSA exempt employees are hereby excluded from coverage under items contained in this Article, except Section 7.

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' work schedules shall provide for a fifteen (15) minute paid rest period during each half of their shift. Employees who are required and do work overtime in excess of four (4) hours within a work day shall receive an additional twenty (20) minute rest period during that overtime period.

C. Rest periods cannot be accumulated and/or used for the purpose of late arrival, early departure, or extensions of meal periods.

### Section 3.

Employees who work in excess of seven and one-half (7 ½) hours per day (where applicable eight (8) hours per day) or in excess of thirty-seven and one-half (37 ½) hours per week (where applicable forty (40) hours per week) shall be compensated at one and one-half (1 ½) times their base hourly rate for those hours worked in excess, with the exception that overtime worked on the seventh consecutive day within the work week shall be compensated at double time. There shall be no pyramiding of overtime.

Overtime shall be paid in cash or the employee will receive compensatory time, at the Employer's discretion. An employee may accumulate thirty-seven and one-half (37 ½) hours of compensatory time.

### Section 4.

A flexible hour schedule is one that allows an employee to alter normal starting and quitting time on a daily basis in order to accommodate personal needs. An employee may request a flexible hour schedule of the 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.

A bargaining unit employee who is called back to work after completing a regular work day and who has left the University will receive a minimum of two (2) hours pay at the applicable rate. A bargaining unit employee who is called in to work on one of the employee's regular days off shall receive a minimum of four (4) hours pay at the applicable rate.

### Section 7.

Bargaining unit employees may absent themselves from work, without resort to using accumulated benefit or compensatory time and with full pay, during the work days which occur during the period December 26 through December 31 of each calendar year. The parties agree that the intent of this provision is to provide employees paid leave on days, which are not holidays declared by the University, during that specific period of time. Employees shall be eligible for this provision provided they would otherwise normally qualify for holiday pay both before and after the aforementioned work days. Should an employee be required to work during this period the employee shall be granted equivalent time off as soon as possible.

Bargaining unit employees with a Monday through Friday work schedule shall have December 24 observed as a principal or supplemental holiday when it falls on a weekday, consistent with the Board of Trustees holiday regulations.

#### Section 8.

Absent an emergency situation, any bargaining unit employee who is requested by supervisory personnel to change the shift/scheduled hours of work shall be given notification prior to the change taking affect.

An employee shall receive at least four (4) calendar days advance notice of any temporary schedule change. Temporary schedule changes should not normally exceed thirty (30) calendar days.

An employee shall receive at least fourteen (14) calendar days advance notice of any permanent schedule change.

The timeframes referenced in this section shall not apply to changes in the shift/scheduled hours of work enacted by mutual agreement between the bargaining unit employee and supervisory personnel.

ARTICLE XV  
HEALTH AND SAFETY

Section 1.

The parties to this Agreement desire a clean, safe and healthy working environment. To that end, both parties will cooperate in creating such an environment. The Employer will provide information related to any unsafe or unhealthy work condition to the Union, when it becomes aware of such conditions. The Union and/or an employee will advise the University of any perceived unsafe or unhealthy working condition of which they become aware.

Section 2.

When an employee reports a need for ergonomic adjustment in work-site equipment, the supervisor will explore and may provide reasonable additions or substitutions in equipment.

Section 3.

Should the University President, or designee, invoke the Policy on Limiting University Operations Because of Emergency Conditions, supervisors are encouraged to provide their full cooperation to bargaining unit employees, consistent with the provisions of this policy.

ARTICLE XVI  
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 or reduction in appointment of bargaining unit employees.

## ARTICLE XVII

### WAGES

#### Section 1.

Retroactive to July 1, 2023, hourly employees covered by this contract making less than \$27 per hour shall receive \$1.85 hourly wage increase, or such lesser amount as brings the employee's new maximum salary to \$28.21, and salaried employees covered by this contract making less than \$52,659 shall receive a \$300 monthly increase, or such lesser amount as brings the employee's new maximum salary to \$55,000. Hourly employees covered by this contract making \$27 per hour or more, and salaried employees covered by this contract making \$52,659 or more shall receive a 4.5% wage increase.

Retroactive to July 1, 2023, all Admissions and Records Officers hired before July 1, 2023 shall be paid an hourly rate of not less than \$19.07 (after accounting for the \$1.85 per hour increase).

Effective July 1, 2024, every employee covered by this contract shall receive a 3% wage increase.

Effective July 1, 2025, every employee covered by this contract shall receive a 3% wage increase.

In addition to the foregoing adjustments, the university agrees to provide the union with a copy of its Civil Service Salary Study that is currently underway within two weeks of the completion of the study. Within 90 days of receipt of the study, the union may request to reopen this agreement solely with respect to employee salaries, at which time the parties shall meet to bargain any additional salary increases warranted as a result of the study.

#### Section 2.

When an employee is promoted or reclassified to a position in a higher pay grade they shall receive a 10% upward adjustment in base pay or be advanced to the minimum of the range, whichever is greater.



ARTICLE XVIII  
MISCELLANEOUS

Section 1.

A bargaining unit employee may inspect their personnel record maintained by the Department of Human Resources, in the presence of an employee of that department. An employee may request a copy of material contained therein, which shall be provided at no cost. An employee may attach a statement of explanation to any material in their personnel file, except performance evaluations.

Section 2.

The Department of Human Resources will be responsible for informing new bargaining unit employees of their representation and an appropriate Union contact.

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.

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 5.

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

ARTICLE XIX  
SAVINGS CLAUSE

Section 1.

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by virtue of legislative action or by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof so affected and the remaining provisions of this Agreement shall remain in full force and effect.

Section 2.

No later than thirty (30) calendar days after a written request to bargain, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence. The request to bargain must be made within thirty (30) calendar days of the date of the invalidating action.

ARTICLE XX  
ENTIRE AGREEMENT

Section 1.

The Agreement shall not supersede: applicable Federal and State laws and those laws as they may be amended from time to time; Statutes and Rules of the State Universities Civil Service System of Illinois and those Statutes and Rules as they may be amended from time to time; or the Statute of the State Universities Retirement System and as it may be amended from time to time.

Section 2.

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. 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 subject or matter not removed by law or an Illinois Educational Labor Relations Board Regulation from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXI  
TERMINATION

Section 1.

This Agreement shall be effective on the date the "Board" ratifies this agreement and remain in full force and effect until June 30, 2026. It shall be automatically renewed from month to month thereafter unless either party notifies the other in writing by certified mail, or hand delivery, at least sixty (60) calendar days prior to the termination date that it desires to modify this Agreement. The notice shall be considered as given as of the date shown on the postmark, or the date of hand delivery in which case a written, dated receipt shall be made. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no later than ten (10) calendar days prior to the desired termination date.

ADDENDUM A

The following classifications are covered under this collective bargaining agreement:

Admissions and Records Coordinator  
Admissions/Records Officer I, II, III  
Admissions and Records Representative  
Auditorium Technical Director  
Broadcast Engineer  
Assistant Chief Broadcasting Engineer  
Chief Broadcasting Engineer  
Broadcasting Program Assistant  
Information Technology Technical Associate  
Information Technology Support Associate  
Instructional Design and Technology Manager  
Laboratory Animal Care Technician I, II  
Microcomputer Support Specialist I, II, III  
Radio Station Production Supervisor  
Television Production Coordinator  
Help Desk Support Associate III  
Hardware/Software Support Associate III  
Senior Photographer

The following classifications have not been filled for at least the past five years, but remain in the bargaining unit. If one of these classifications, or a substantially equivalent classification, is filled, it is understood that such classification will be part of the bargaining unit.


Audio Visual Aids Technician I, II, III  
Auxiliary Computer Operation Supervisor  
Equipment Attendant  
Farmer  
Home Economics Staff Assistant I, II  
Photographer I, II, III  
Training Assistant


Exclusions


All supervisory, managerial and confidential employees and defined by the Illinois Educational Labor Relations Act and including all, short term or extra help employees.


ACCEPTANCE BY PARTIES

We hereby state the foregoing instrument is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

  
Cassandra Standberry Director,  
Human Resources  
Western Illinois University

  
Dr. Guiyou Huang, President,  
Western Illinois University

  
Patrick McGinty, Chapter President  
University Professionals of Illinois

  
John Miller, President  
University Professionals of Illinois  
Local 4100, IFT/AFT, AFL-CIO

  
Collin Burns  
Chapter Pro-Tech Representative  
University Professionals of Illinois

  
Bargaining Team, UPI

  
Bargaining Team, UPI