

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. 8223 (Temporary Local Number)

July 1, 2015

through

June 30, 2018

COLLECTIVE BARGAINING AGREEMENT  
by and between  
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 8223 (Temporary Local Number)

INDEX

	<u>PAGE</u>
	<u>PREAMBLE</u>
ARTICLE I	<u>UNION RECOGNITION AND MEMBERSHIP</u>
ARTICLE II	<u>DUES DEDUCTION AND FAIR SHARE</u>
ARTICLE III	<u>HEALTH AND SAFETY</u>
ARTICLE IV	<u>MANAGEMENT'S RIGHTS</u>
ARTICLE V	<u>NONDISCRIMINATION</u>
ARTICLE VI	<u>STRIKES AND LOCKOUTS</u>
ARTICLE VII	<u>GRIEVANCE PROCEDURE</u>
ARTICLE VIII	<u>HOURS OF WORK – OVERTIME</u>
ARTICLE IX	<u>MISCELLANEOUS</u>
ARTICLE X	<u>BENEFITS</u>
ARTICLE XI	<u>NO CONTRACTING</u>
ARTICLE XII	<u>DISCIPLINE</u>
ARTICLE XIII	<u>HEALTH AND LIFE INSURANCE</u>
	<u>PENSIONS AND DISABILITY</u>
ARTICLE XIV	<u>LABOR MANAGEMENT CONFERENCES</u>
ARTICLE XV	<u>AUTHORITY OF THE CONTRACT</u>
ARTICLE XVI	<u>TERMINATION</u>
ARTICLE XVII	<u>ACCEPTANCE BY PARTIES</u>
	<u>SCHEDULE A</u>
	<u>SIDE LETTER</u>

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
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 Second (2<sup>nd</sup>) day of October 2015, 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 8223 (temporary local number) 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 8223 (temporary local number), AFL-CIO; has, with it's 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 in Schedule A 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, and 2012-RS-0007-S).

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. The number of bargaining team members eligible to receive their regular pay to attend negotiations shall be limited to five (5) employees, in total, per negotiating session.

Section 3. The Department of Human Resources will be responsible for informing new bargaining unit employees of their representation by AFSCME and an appropriate Union contact.

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 8223 (temporary local number) officers and stewards, on a current basis. The Employer will provide the Union on an annual basis a list of bargaining unit employees that includes their listed University and classification start date.

Section 7. A leave of absence with pay may be granted to a maximum of two (2) officers or delegates of Local 8223 (temporary local number), 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 AND FAIR SHARE

#### 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) Benefit program contributions which have been approved by the Board of Trustees.
- c) P.E.O.P.L.E. contributions.

#### Section 2.

Pursuant to Section (11) of Public Act 83-1014, the parties agree that on the effective date of this Agreement, if the unit has a majority of union members, as verified through the calculation of employees making dues deductions, non-union members employed in status positions in the unit, who choose not to become members within thirty (30) days of such employment, shall be required to pay a fair share fee not to exceed the amount of dues uniformly required of members. Such fair share fee, once certified by the exclusive bargaining agent, shall be deducted from the employee's pay check. Such fair share provision shall remain in effect for the duration of the labor agreement.

If the bargaining unit does not have a majority of employees as union members, the exclusive bargaining agent may request an election of the bargaining unit employees to determine whether or not a fair share provision shall be applied to non-union members. Such election shall be conducted by a third party upon which the parties can mutually agree. Any costs associated with the process shall be assumed by the exclusive representative. If it is determined, by the normal and standardized balloting and election procedures established by the third party that a majority of bargaining unit

employees who vote favor the fair share provision, such fair share provision, subject to the same conditions listed above, shall be implemented on the pay period following the certification of election results. If the majority of employees in the bargaining unit do not favor the fair share provision, such provision shall not be implemented for the duration of the Agreement. However, if the Union has requested an election and failed to receive a majority in favor of fair share, the provisions of the following paragraph shall not be applicable for the duration of the Agreement.

If during the duration of the Agreement the exclusive representative, can show that a majority of bargaining unit employees are union members through certification of employees making dues deduction, the fair share provision shall be implemented during the pay period following such certification and shall remain in effect for the duration of the Agreement.

### Section 3.

In accordance with the provisions for deduction as described in Section 1 of this Article and fair share fees as described in Section 2 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, or the fair share fee, in writing, at least thirty (30) days prior to its effective date.

### Section 4.

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit, or any form of liability (monetary or otherwise), including attorney's fees and cost, arising from any action taken or not taken by the Employer, its members,

officers, agents, employees or representatives in complying with this Article or in reliance on any notice, letter or written authorization forwarded to the Employer pursuant to this Article.



## ARTICLE III

### HEALTH AND SAFETY

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

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

## 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 or the Union shall practice discrimination against any individual covered under this Agreement on account of sex, race, color, sexual orientation, gender identity, gender expression, religion, age, marital status, national origin, disability, veteran status, political affiliation, union affiliation, and/or beliefs, parental status, or other non-merit factors. The parties recognize their joint and separate obligations to comply with applicable affirmative action and equal employment laws and those implementing guidelines issued by the University.

Section 2. The employer and the Union agree that no employee shall be discriminated against interfered with, intimidated, restrained or coerced in the exercise of any right granted by the Illinois Educational Labor Relations Act, or by this Agreement or on account of membership or non-union membership in or 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.

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.

STEP 1. Whenever an employee(s) has a grievance, he shall have five (5) 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 five (5) 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 five (5) 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) calendar 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) calendar day period.

B) The Employer and the Union agree that the Arbitrator will be selected in the following manner: Each party will have a copy of the names of suggested arbitrators compiled from the American Arbitration Association or other acceptable sources, and will, at a mutually agreeable time, exchange through the mail this listing with their preferences in a numerical order, one (1) being first choice and seven (7) being last choice. The preference points will be added together and the person selected will be the person who has the lowest total points. (In the event of a tie between two or more candidates, the parties cannot agree to selection, the Employer and the Union agree to request a new list of arbitrators.)

C) Questions of arbitrability shall be decided by the arbitrator. If a question of arbitrability is raised, the arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the grievance. The arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

D) A decision approved by the Arbitrator shall be accepted by the Union and by the Employer as final settlement of the difference. Each party shall bear its respective expenses which shall include one-half the cost of the Arbitrator and his related expenses. The cost of a reporter and transcript fees shall be borne by the hiring party except when both parties are to receive copies of transcripts, then the total cost of the reporter and transcripts shall be equally shared. In the event a pre-arbitration

settlement is reached by the parties within the time frames that a cancellation fee is required the responsibility for any and all such fee be borne equally by the parties.

Section 3. A) The time limit at any Step may be extended by mutual agreement in writing, when requested by either party, provided such request is made within the stipulated time limits of the Step in question.

B) It is agreed that a representative of the American Federation of State, County and Municipal Employees may appear in behalf of any employee in any of the grievance or arbitration proceedings described in this Agreement.

Section 4. Grievances may be filed at an advanced step of this grievance procedure upon mutual consent of the appropriate Union and Management Representative at that step.



## 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.

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. Because of the foregoing, FLSA exempt employees are hereby excluded from coverage under items contained in this Article, except Section 6.

#### 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. Current University policy on breaks shall not be changed during the life of this agreement except upon the mutual agreement of the Union and the Director of Human Resources.

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

ARTICLE 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 that exceeds eight (8) 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.

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.

## 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. Leave with pay of up to five (5) consecutive 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. 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 ten (10) days of 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. 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. 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 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).

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. 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.

## ARTICLE XIII

### 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 XIV

### 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 XV

### 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 XVI  
TERMINATION

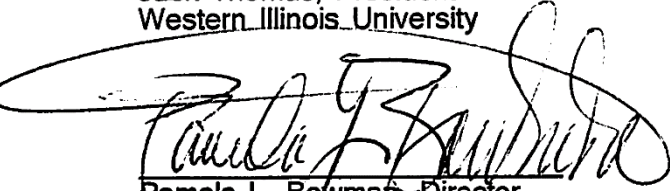
- A. This Agreement shall be effective July 1, 2015, and shall continue in effect through June 30, 2018. It shall be automatically renewed thereafter from year-to-year unless either party notifies the other in writing at least sixty (60) calendar days prior to the expiration date that it desires to modify or terminate this Agreement.
- B. 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) calendar days written notice of the intention to so terminate.

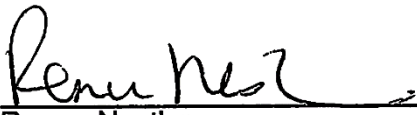
ARTICLE XVII

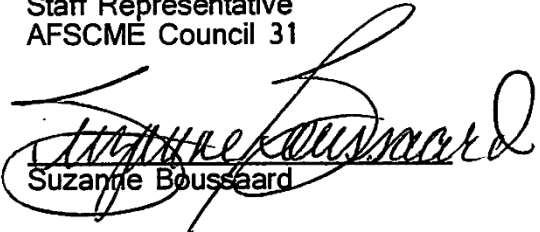
ACCEPTANCE BY PARTIES

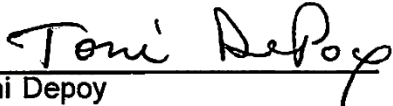
We hereby state that the foregoing instrument consisting of pages numbered one (1) through thirty-one (31) inclusive is mutually acceptable to us, and we covenant to maintain it and obey its provisions during the period of its effectiveness.

  
\_\_\_\_\_  
Jack Thomas, President  
Western Illinois University

  
\_\_\_\_\_  
Ramela L. Bowman, Director  
Human Resources  
Western Illinois University

  
\_\_\_\_\_  
Renee Nestler  
Staff Representative  
AFSCME Council 31

  
\_\_\_\_\_  
Suzanne Bousseard

  
\_\_\_\_\_  
Toni Depoy

  
\_\_\_\_\_  
Dixie Bodenhamer

  
\_\_\_\_\_  
Deanna Stambaugh

  
\_\_\_\_\_  
Barb Woolam

SCHEDULE A  
2016-2018 Wage Addendum

The parties agree to implement as an across-the-board increase the percentage designated for the first two fiscal years of the collective bargaining agreement as follows:

FY16 - 2%

FY17 - 1%

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.

FY18 - Wage Reopener: The parties agree to reopen this agreement for the purpose of negotiating wages on/or about July 1, 2017. Such notice shall be given in accordance with paragraph A of Article XVI-Termination.

The timing and amount of any salary range adjustment(s) for bargaining unit classifications shall be determined by the Employer during the term of this Agreement.

Account Technician I  
Account Technician II  
Account Technician III  
Accounting Clerk  
Administrative Clerk  
Assistant Duplicating Service Supervisor  
Bookstore Clerk I  
Bookstore Department Supervisor  
Cashier II  
Cashier IV  
Chief Clerk  
Clerical Assistant  
Clerk  
Digital Computer Operator II  
Digital Computer Operator III  
Duplicating Machine Operator III  
Golf Course Pro Shop Assistant  
Image Processing Technician II  
Image Processing Technician III  
Inventory Record Control Supervisor  
Library Assistant  
Mail Messenger  
Main Desk Attendant  
Medical Insurance Specialist II  
Medical Insurance Specialist IV  
Medical Record Technician  
Medical Records Administrator I  
Medical Transcriptionist I  
Office Administrator  
Office Manager  
Office Support Assistant  
Office Support Associate  
Office Support Specialist  
Payroll Specialist III  
Routing Supervisor  
Shipping/Receiving Clerk  
Space Administrator I  
Staff Clerk  
Transportation Clerk

Human Resource Representative (certified 4/5/12)  
Paralegal Assistant (certified 4/5/12)



## SIDE LETTER

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.