

COLLECTIVE BARGAINING AGREEMENT

by and between

THE BOARD OF TRUSTEES

of

EASTERN ILLINOIS UNIVERSITY

and

COUNCIL 31 OF THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

on behalf of

LOCAL 981 CLERICAL/TECHNICAL UNIT

July 1, 2009 - June 30, 2012

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PREAMBLE

In order to establish harmonious employment relations through a mutual process, this Collective Bargaining Agreement is made and entered into this January 22, 2010 by and between the Board of Trustees of Eastern Illinois University (hereinafter referred to as the "Employer") and Council 31 of the American Federation of State, County and Municipal Employees, AFL-CIO, on behalf of Local #981 Clerical/Technical Unit (hereinafter referred to as the "Union").

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 educational employees appointed in status positions as defined in Public Act 83-1014, (Illinois Educational Labor Relations Act), in the classifications certified by the Illinois Department of Labor on May 13, 1983 shown in Addendum A of this Agreement and such other classifications as may be added by agreement of the Employer and the Union and/or subject to procedures provided by the Illinois Educational Labor Relations Board.

Section 2.

If a new classification is a successor title to a classification covered by this Agreement, such classification shall automatically become part of this Agreement.

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) Union sponsored credit union;
- c) Benefit program contributions which have been approved by the Board of Trustees;
- d) PEOPLE contributions;
- e) Fair Share fees

Section 2.

Because the Union has already demonstrated that a majority of bargaining unit members have voluntarily authorized a dues deduction under Section 1 of this Article, non-union members of the bargaining unit who choose not to become Union members within 30 calendar days of employment shall be required, pursuant to 115ILCS511, to pay a fair share fee not to exceed the amount of dues uniformly required of its members. Such involuntary deduction shall remain in effect for the duration of this Labor Agreement unless said amount is changed by action of IELRB. Such involuntary deduction shall be forwarded to the Union along with the voluntary deduction provided for in Section 3 of this Article. The Human Resources Payroll Department will calculate the number of bargaining unit members to certify the majority of dues paying members at the termination 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 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, other approved deductions, or the fair share fee, in writing, at least fifteen (15) 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

NON-DISCRIMINATION

Section 1.

Neither the Employer or the Union shall practice discrimination against any individual covered under this Agreement on account of race, color, religion, national origin, sex, parental status, age, physical or mental handicap, sexual orientation, marital status, political affiliation, and/or beliefs, and/or other non-merit factors. The parties agree to jointly comply with applicable affirmative action and equal employment laws; and those implementing guidelines issued by the University.

Section 2.

All references to "employees" in this Agreement shall be deemed to include both sexes and whenever the male gender is used it shall be construed to fully include both male and female employees.

Section 3.

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Public Act 83-1014, (Illinois Educational Labor

Relations Act), or by this Agreement or on account of membership or non-membership in, or lawful activities on behalf of the Union.

Section 4.

The Employer agrees that sexual harassment is an inappropriate behavior for its employees. The University shall fully investigate any such allegations in accordance with the existing University policy.

ARTICLE IV

MANAGEMENT RIGHTS

Section 1.

The Union recognizes that the Board retains and reserves to itself all rights, power, 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 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.

Section 2.

All rights, etc. of the Board as identified in Section 1 immediately above are limited only to the extent provided for by the express terms and conditions of this Agreement.

ARTICLE V

UNION RIGHTS

Section 1. Access to State Premises by Union Representatives

The Employer agrees that local Union representatives and officers and AFSCME staff representatives shall have reasonable access to the premises of the Employer, upon giving advance notice to the Director of Employee & Labor Relations or designee.

Section 2.

The Union shall be permitted to use the campus mail.

Section 3.

AFSCME Local #981 shall have the right to establish an account with the University for the purpose of purchasing supplies, duplicating/copying documents, postage meter usage, and mailing labels. All accounts by AFSCME Local #981 under this Article and Section shall be kept within the University purchasing guidelines.

Section 4.

Once a month, the University shall notify the Union in writing of the following personnel transactions involving bargaining unit employees: new hires, promotions, demotions, reclassifications, recalls, transfers, layoffs, leaves of absence, returns from leaves of absence, suspensions, discharges, terminations and retirements.

Section 5. Activity During Working Hours

Employees shall be allowed reasonable, but limited, time off with pay during working hours upon giving advance notice to the Supervisor to investigate grievances, attend grievance meetings, labor/management meetings, contract negotiation meetings (limited to not more than five (5) employees), committee meetings if such committees have been established by this Contract, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings by virtue of being Union representatives, stewards, witnesses, or grievants, and such attendance does not substantially interfere with the operations of the employing unit. Such attendance shall not be unreasonably denied.

Section 6. Time Off for Union Activities

Elected Union representatives shall be allowed time off with pay for attendance at Council 31 meetings or state or area wide Union Committee

meetings. However, those representatives shall give reasonable notice to his/her supervisor of such absence, and attendance shall be approved if it does not substantially interfere with operations of the employing unit. The total of these absences shall not exceed more than six (6) person days collectively in any one contract year.

Section 7.

Union members shall have the right to attend local union meetings for up to one (1) hour per month during work time with pay. All requests to attend local union meetings shall be made in advance to the Supervisor. Such absence shall not substantially interfere with the operations of the employing unit and shall not be unreasonably denied.

Section 8. Union Orientation

Newly hired employees shall have the right to attend up to one (1) hour of Union orientation during work time with pay within sixty (60) calendar days from the date of hire. All requests to attend local Union orientation meetings shall be made in advance to the Supervisor. Such absence shall not substantially interfere with the operations of the employing unit and shall not be unreasonably denied.

Section 9. Bulletin Boards

The Employer agrees to provide three (3) bulletin boards of reasonable size for the exclusive use of the Union. The size and location of the boards will be subject to local level discussions. Copies of all postings shall be forwarded to the Director of Human Resources. There shall be no postings that are political, partisan or defamatory in nature.

ARTICLE VI
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 earnest and honest 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. However, the dismissal of a probationary employee and a position classification audit decision are not grievable matters. (Refer to Position Classification Desk Audit and Appeal Procedures available in Human Resources.)

B. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of status employees or itself setting forth name(s) or group(s) or employee(s). Either party may have the grievant or one grievant representing group grievants 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. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

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

D. The parties agree that the following provisions shall apply if an employee covered by any of the parties' collective bargaining agreements in

effect at the above Universities desired to challenge a discharge action taken by any of the said Universities:

1. An employee notified of a discharge action who wishes to challenge said action may elect either (1) to follow the procedures for review specified in the Rules and Regulations of the State Universities Civil Service System, Ch. VI, 250.110 (3) (1) through (7), or (2) to file a grievance pursuant to the grievance procedures of the governing collective bargaining agreement.

2. If the employee elects to follow the procedures specified in the Rules and Regulations of the State Universities Civil Service System, such action shall effectively waive any rights which either the employee or the Union might otherwise have to use the grievance procedures of the governing collectible bargaining agreement 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.

E. It is understood by the parties that employees or the Union have a right to file grievances. Reprisals against the employee(s) or Union regarding the grievance shall not be tolerated.

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 shall be presented not later than ten (10) working days from the date the grievant became aware or reasonably should have been aware, of the occurrence giving rise to the grievance exclusive to the employee's days off. The Supervisor shall then make a reasonable effort to adjust the matter and shall respond orally within five (5) 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 next level of supervision involved within five (5) working days after the date upon which the Supervisor's reply was given or due, whichever is earliest. The written grievance shall contain a statement of the grievant's complaint, the section(s) of the Agreement allegedly violated, if applicable, the date of the alleged violation and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date, or section citation shall not be grounds for denial of the grievance. The Supervisor shall respond in writing within five(5) working days.

Step 3. If a grievance is not resolved at Step 2, the written grievance shall be presented to the University Director of Employee and Labor Relations within five (5) working days after the date the Step 2 response is given or due, whichever is earliest. The Director of Employee and Labor Relations or designee and the local Union representatives and/or AFSCME Council 31 Business Representative shall meet within ten (10) working days. The Union agrees that not more than three (3) local Union representatives shall be present at said meeting. The Director Employee and Labor Relations 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 Employer in writing within ten (10) working days after the receipt of the decision. The Employer and the Union shall attempt to agree upon an Arbitrator, but if they are unable to do so within twenty (20) working days of the written notice to arbitrate, the parties shall jointly request a panel of five (5) Arbitrators from the Federal Mediation Conciliation Services (FMCS) or the

American Arbitration Association. The parties shall alternately strike the names of two (2) Arbitrators, taking turns as to the first strike. The remaining person shall be the Arbitrator who shall be notified of their 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 Charleston, 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. 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, Union and the employee or employees involved.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared 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 shall be treated as withdrawn grievances.

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

C. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps, except Arbitration.

D. Grievances may be filed at any step of the Grievance Procedure by mutual agreement of the parties at that step. Grievances regarding the discharge of a status employee shall be filed at step 3 of this procedure.

Section 6.

The Union may request the production of specific documents, reasonably available from the university that are directly related to a grievance under consideration. Such request shall not be unreasonably denied.

ARTICLE VII

BENEFITS

A. Benefits shall include those items specifically referenced in Board of Trustees Regulation II.A.9., II.C.7. (inclusive) and shall be controlled by the above referenced Regulations. Benefits in the control of the Employer not including those referenced in "C" below, will not be diminished during the life of this Agreement and improvements in any of them will be

made applicable to employees covered by this Agreement. Employees will be entitled to participate, when eligible, in the University sick leave bank.

B. In the event of a death in his/her immediate family, an employee shall be entitled to three (3) regularly scheduled work days off within a period of five (5) consecutive work days commencing from the date of occurrence. During such leave the employee shall be paid his/her base hourly rate. Bereavement Leave shall be taken in no less than one-half day increments. Bereavement Leave may be supplemented by using vacation or sick leave at the employee's choice upon approval by the employer, provided an accrual balance is available.

The employee's immediate family shall be defined as spouse, child, stepchild, mother, father, stepmother, stepfather, brother, sister, grandmother, grandfather, and grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, aunt, uncle, niece or nephew, first cousin, or a member of the immediate household.

C. In the event Chapter 127, Section 105(a) of the Illinois Revised Statutes (Sick Leave Pay-out) is amended or repealed, the parties agree that the Board of Trustees Benefit Regulations for Civil Service Employees regarding payment to the employee for Sick Leave shall be automatically amended or repealed consistent with that action and shall have immediate application to the bargaining unit.

ARTICLE VIII

BENEFIT USAGE

Section 1.

By January 31 of each calendar year, employees may submit in writing to the Employer their preference for vacation, provided an employee may not submit more than three (3) preferences. Where the Employer is unable to

grant and schedule vacation preferences for all employees within a department or area, but is able to grant some of such (one or more) employees vacation preferences, employees within the area or department shall be granted such preferred vacation period, on the basis of seniority.

An employee who has been granted their first preference request shall not be granted another preference if such would require denial of the first preference of a less senior employee. An employee's preference shall be defined as a specific block of time uninterrupted by work days.

Employees who file their preference by January 31 shall be notified of the vacation schedule by March 1 of that calendar year.

Section 2.

Insofar as practical, during an employee's vacation, the Employer shall assign non-individual work to other employees. Upon return from vacation, an employee shall be allowed reasonable time to review work done during their absence.

Section 3.

The Employer shall not change work schedules to avoid payment of Holiday Pay.

Section 4.

Sick Leave may be used in increments of no less than one-half (1/2) hour at a time.

Section 5. Personal Days

Each bargaining unit employee may use four (4) accrued leave days per calendar year as personal days. Personal Leave days requested with at least twenty-four (24) hours advance notice of absence shall be granted. Personal Leave days requested with less than twenty-four (24) hours advance notice may be approved subject to the operating needs of the unit.

Section 6.

When an employee, in the bargaining unit, utilizes the Educational Benefits as prescribed in the Board of Trustees Regulations and that utilization results in the employee making up work time the following shall control: On any day that the employee performs make-up work which extends the employee's hours beyond his/her regular daily work schedule, the parties hereby agree to waive all the daily overtime requirements of the Agreement.

This waiver shall apply to all make-up hours worked which both extend the employee's regular workday and are a direct result of utilization of those Educational Benefits.

Section 7.

A pregnant employee who operates a video display terminal may request alternative work or reassignment within her classification for the term of that pregnancy. This request may be accompanied by a statement from a medical doctor that the request is medically necessary. If the Employer is unable to grant the request the employee may request an unpaid leave of absence for the period of the pregnancy.

Section 8.

An employee may request, subject to final approval of the Director of Human Resources, an unpaid Leave of Absence consistent with Section II.C.7.g. of Board Regulations in order to meet or fulfill responsibilities arising from the employees role in his or her family. Such leave will be limited to not more than three (3) months but may be renewed by the University.

ARTICLE IX
JURISDICTION DISPUTE

Section 1.

In case of a jurisdictional dispute arising between representatives of this Union and those of other unions, it is understood by and between the Employer and Union as follows:

A. That Union will notify representatives of Employer of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.

B. That Employer will notify Union representatives of the possible jurisdictional dispute immediately upon the possible dispute coming to its attention.

C. That representatives of Employer and Union will meet within seven (7) working days of notification of a jurisdictional dispute in an effort to reach an agreement on the jurisdictional dispute; representatives of any other union involved in the dispute will be invited and allowed to participate in said meeting.

D. If an agreement satisfactory to all parties is reached at said meeting, the agreement will be reduced to writing.

E. If an agreement satisfactory to all parties is not reached at the meeting, Employer may forthwith make new work assignments, change work assignments or continue work assignments in accordance with University Civil Service System job classifications systems. Provided, however, the Employer may refrain from such assignments if Union or another union submits to Employer a notice of intent to demand arbitration concerning the jurisdictional dispute at the close of the meeting.

If notice of intent to demand arbitration concerning the jurisdictional dispute is given, the Employer shall, except in an emergency, refrain from

implementing new work assignments or changing work assignments for a minimum of thirty (30) days to allow an opportunity for the Union(s) to take appropriate action to resolve the dispute.

F. Without regard to implementation of a job assignment or assignments, Employer will receive and give due consideration to any recommendation or decision from an authorized adjudicative body or Arbitrator relative to a jurisdictional dispute between Union and any other Union.

If the Employer determines that it does not accept the recommendation or decision of an authorized adjudicative body or Arbitrator, the Employer will place in writing to the Union the rationale for rejection within ten (10) working days of receipt.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1. Work Day and Work Week

A. The normal work day for non-exempt employees shall consist of seven and one-half consecutive hours and the normal work schedule for non-exempt employees shall consist of five work days with two consecutive days off. Any exceptions to the above (e.g. telephone operations -- 40 hours per week) shall continue, unless the operational need of the University requires a change.

B. The basic work week shall commence at 12:01 a.m. Monday through 12:00 midnight Sunday.

Section 2. Meal Periods

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.

B. Employees wishing to change the length of their unpaid meal period as prescribed in Section 2A. shall make such requests to their supervisor. Operating needs shall be considered in granting or denying such changes.

C. Employees whose work schedules regularly consist of a forty (40) hour work week (e.g. telephone operator) shall receive a one-half (1/2) hour paid meal period per work day.

Section 3. Rest Periods

A. All employees' work schedules shall provide for a fifteen (15) minute paid rest period during each half of their shift, or one thirty (30) minute rest period during each work shift. Employees shall have the right to leave the campus grounds during such rest periods.

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

C. If an employee's regularly scheduled shift is extended by four (4) hours or more, the employee will be allowed to take a fifteen (15) minute paid break whenever the work load permits, but not to be taken at the end of the extended shift.

Section 4. Flexible Hours

Employees may request in writing to the supervisor, who is outside the bargaining unit, a flexible hours schedule. Such request shall be reviewed by the Supervisor who shall consider the personal need of the employee and the operating needs of the University in granting or denying the request. A copy of all such schedules shall be submitted, prior to the effective date, to the Director of Human Resources.

Section 5. Shifts

Shifts and the assignment of employees to differing shifts shall be determined by the University in accordance with its operational needs. However, employees shall have the right to exercise their seniority to

retain their current shift within the same classification, building and work area.

Section 6. Overtime

Employees who work in excess of 7 1/2 hours per day (where applicable 8 hours per day) or in excess of 37 1/2 hours per week (where applicable 40 hours per week) shall be compensated at one and one-half (1 1/2) 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.

Overtime shall be paid in cash at the applicable rate, except, where an employee requests compensatory time off, also at the applicable rate. The granting or denying of such request shall be at the discretion of the employee's supervisor. An employee shall not be permitted to accrue more than the equivalent of two (2) work weeks of compensatory time. The scheduling of compensatory time off shall be by mutual agreement between the employee and his/her supervisor according to operational needs. The Human Resources Department/Benefits Office maintains the official records of compensatory usage and balances. The recording and maintenance of compensatory time shall be in accordance with this Agreement. Accrued compensatory time not used or paid by the end of the fiscal year in which it was earned shall be carried over indefinitely, but shall be paid in the event of termination of employment. However, compensatory time, either in whole or in part, may be paid in cash at the end of each 3 month period commencing on July 1 of each year upon determination by the University that funds for this purpose are available. This section shall be interpreted to exclude the pyramiding of overtime.

Section 7A. Call Back

On the occasion for which employees have not been asked to extend their hours of work (overtime) and have been called back to work outside of their regularly scheduled shift shall be paid a minimum of four (4) hours.

However, a bargaining unit employee who is called back to work on their scheduled days off, shall be paid a minimum of six (6) hours at the applicable rate. If an employee works beyond the minimum, then the employee shall be paid the appropriate overtime rate for all hours actually worked.

Section 7B. Payment for Work at Home

All worked assigned by the supervisor and/or designee and performed by the employee at home, outside of his/her regular scheduled hours, shall be paid at the appropriate overtime rate for all actual time worked. This includes telephone calls from the supervisor.

Section 8. Work Schedule Changes

Except in emergency situations whenever work schedules or working hours are changed, notice, in writing, of such change shall be given to each employee involved at least forty-eight (48) hours before such change becomes effective. However, for summer periods only, the notice shall be at least twenty-four (24) hours. Work schedules shall not be changed in order to avoid overtime pay.

Section 9. Compressed Work Schedule

A. A four day work week shall be defined as four (4) consecutive days of relatively equal length, followed by three (3) consecutive days off, or reasonable variations thereof.

B. A four and one-half (4 1/2) day work week shall be defined as four and one-half (4 1/2) consecutive days of scheduled work with two and one-half (2 1/2) consecutive days off or reasonable variations thereof.

C. Employees may request, in writing to their supervisor, a four (4) day or a four and one-half (4 1/2) day work week schedule. The request shall be reviewed by the Dean/Director of the work unit and granted or denied on the basis of the operating needs of the work unit.

D. A four (4) day or a four and one-half (4 1/2) day work week may be established by the University for the entire bargaining unit or a portion thereof consistent with the operations, programmatic or budgetary needs of the University. Prior to establishing such schedules, the University will advise the Union and, if requested, hold discussions regarding the reasons for the change.

E. When such four (4) day or four and one-half (4 1/2) day schedules are established under C or D above, the overtime provisions in this Agreement relative to workday shall be amended to reflect the applicable number of hours per day worked on such a schedule.

F. Such compressed schedules mentioned above shall not cause any employee to work more than ten (10) hours in a regular work day.

ARTICLE XI

DISCIPLINE

Section 1. Definition

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

- a. Reprimand;
- b. Written Warning;
- c. Suspension
- d. Discharge

The Supervisor is encouraged to utilize counseling prior to administering discipline to a Bargaining Unit member. When counseling is used, a notation of such counseling session will be placed in the Supervisor's file with a copy of the notation to the employee.

Disciplinary action may be imposed upon an employee only for just cause. An employee shall not be demoted for disciplinary reasons. 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. The Employer shall inform the employee that he/she has the right to Union representation. The employee shall be given reasons for such discipline, including the names of witnesses and copies of pertinent documents. The employee and the Union Representative shall be given the opportunity to rebut or clarify the reasons for such discipline. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at such meetings.

Section 2. Manner of Discipline

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

Section 3. Reprimand and Written Warning

a) A reprimand is (the first stage of progressive and corrective discipline) a verbal warning concerning a problem with the employee's performance and/or job expectation. This reprimand will be in written form and placed in the employee's personnel file in Human Resources as a matter of record for content and date.

b) A written warning is the second stage of progressive and corrective discipline for similar infraction.

Section 4. Pre-Disciplinary Meeting for Suspension or Discharge

Prior to notifying the employee of the contemplated measure of discipline to be imposed the Employer shall meet with the employee, if possible, and a Union Representative, and inform them of the reasons for such contemplated disciplinary action including the names of any witnesses and copies of pertinent documents.

The Employer may suspend a bargaining unit member for one (1) day without pay. However, prior to the Employer imposing a suspension beyond one (1) day, such suspension (if appealed) can not take effect until the conclusion of the appeal process as set forth in Article VI, Grievance/Arbitration procedure, subject to Section 7 below. A bargaining unit member receiving a one (1) day suspension retains the right to challenge such action through the Grievance/Arbitration Article.

Section 5. Notification and Measure of Disciplinary Action

The Employer shall promptly furnish the employee and the Union in writing with a clear and concise statement of the reasons for disciplinary action taken. The measure of discipline and the statement of reasons may be modified, especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. But once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

Section 6. Removal of Reprimand Record and Written Record

a) A reprimand shall be removed from an employee's personnel file after ten (10) months have lapsed without the employee's having received additional discipline for the same or similar offense. Outdated disciplinary action may not be used against the employee for further discipline.

b) A written warning shall be removed from an employee's personnel file after ten (10) months have lapsed without the employee's having received additional discipline for the same or similar offense. Outdated disciplinary action may not be used against the employee for further discipline.

Section 7. Severity of Infraction.

Based upon the severity of the infraction, and in accordance with civil service rules, nothing in Article XI, Discipline, shall prevent the Employer from relieving and/or suspending an employee from duty which may include bypassing the progressive discipline steps. However, the employee shall not lose any wages without being given a reason for being relieved or suspended from employment.

ARTICLE XII

SENIORITY AND CLASSIFICATION

Section 1. Seniority

Seniority and its application, except as otherwise supplemented herein, shall be in accordance with the Rules of the State Universities Civil Service System.

Section 2. Seniority Lists

The Employer shall prepare and maintain a list which shall show the names of employees covered by this Agreement, their classification, current University address and University telephone numbers, wage rate and seniority by hours accumulated. The local Union shall receive two (2) copies of the list within thirty (30) calendar days after the date of this Agreement and thereafter two (2) copies of current lists yearly. The local Union shall be advised by the Employer of any additions, deletions, or other changes to such lists monthly.

Section 3. Position Descriptions and Class Specifications

The Employer shall provide each employee, upon request, with a description of their duties and responsibilities in the form of a Position Description. Such Position Descriptions shall contain the principal duties, responsibilities, and supervisory relationship. When changes thereof so warrant, the Position Description shall be amended to provide a current description of the position.

The Employer shall make available upon request to the Union the Class Specifications and Position Descriptions of any bargaining unit position used on campus. The Employer shall provide changes thereto as such changes occur. It is understood and agreed that an individual employee may review and receive a copy of any class specification used on campus, at the employee's expense.

New employees shall be oriented as to their duties, responsibilities, and supervisory relationships.

The phrase "perform related duties as assigned" as used in a given Class Specification or Position Description shall be interpreted within reason by supervisors. Such duties shall be within the realm of the employee's Class Specification.

Section 4. Job Audit/Civil Service Exam Tests

The employee and/or the supervisor has the right to request that a job audit be conducted by the Office of Human Resources. The employee will be provided adequate work time, subject to the operating needs of the unit, to complete the requested job description. The position description shall accompany the job audit request form. The results of such audit shall be made known to the parties in writing no later than sixty (60) days from the date Human Resources received the position description. If the audit substantiates that an employee has been performing the duties of a higher

rated classification, the employee shall be paid at the higher rate retroactive to the date the position description form was completed by the employee and submitted to the employee's supervisor; provided the employee had passed the appropriate examination for the higher level position by that date. In no event will the employee receive pay for the higher position prior to the date the examination is taken and passed by the employee.

Supervisors shall allow employees' the opportunity to take civil service examinations in order to increase the employee's opportunities to seek advancement. Such testing shall be allowed should it not interfere with the department's operational needs and advance notice is provided to the supervisor.

Section 5. Employee Initiated Re-assignment

Employees who desire a re-assignment to a different position within their classification shall notify the Office of Human Resources in writing.

Upon such notification, the Employer shall place the employee's name on a Re-assignment List by date of request. When a position in said classification is to be filled, the employee shall be notified and if the employee requests, shall be referred to the prospective employing department for an interview. No more than three (3) employees may be referred to any individual vacancy. The employing department may select one of the referred employees. In the event the Employer does not select any of the employees requesting re-assignment, a complaint may be made directly to the Director of Human Resources who shall investigate and decide the issue and his/her decision shall be final and binding. Nothing in this Section shall prohibit the Employer from making a permanent re-assignment of an employee in accordance with Civil Service Rule 10.1 and the University's operational needs.

Section 6. Temporary Upgrades

Temporary upgrades shall be made in accordance with Civil Service Rule 250.100(b).

When an employee is temporarily upgraded, or performs work of a higher classification, such employee shall receive a minimum of two (2) hours of upgrade pay. If the employee continues to be upgraded beyond the two (2) hour minimum, then the employee shall be paid the applicable rate for all hours temporarily upgraded.

Bargaining unit employees who are assigned and do perform the duties of a higher paid position shall receive an increase in base pay of 15% or the minimum of the range, whichever is greater. After the minimum cited above, this salary increase shall be paid in no less than increments of one-half (1/2) hour.

Section 7.

The layoff of bargaining unit employees shall be done in accordance with the applicable Rules of the State Universities Civil Service System.

ARTICLE XIII

LABOR MANAGEMENT CONFERENCES

Section 1.

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives, Board representative, and the University Director of Employee and Labor Relations or designee. Such meetings shall be requested at least seven (7) 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.

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 five (5) employees in the bargaining unit to attend such conferences. However, no more than one bargaining unit member shall be from the same office or unit, unless the parties mutually agree otherwise. 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 may grant such time consistent with the operating needs of the University. Any travel or subsistence expenses associated with any "labor-management conference" shall be the responsibility of the employee.

ARTICLE XIV

EMPLOYMENT RECORDS

A. There shall be only one (1) official personnel file maintained by the Department of Human Resources. The employee's supervisor may maintain a file containing only materials related to employee's work. The employee and/or the employee's designated union representative, if authorized in writing by the employee, shall have the right to inspect their official personnel file

and supervisor's file at a time convenient for all parties. Reasonable requests for copying of materials in the official personnel file will be honored providing the employee pays the cost of such copying.

The employee may grieve over the factuality or propriety of the materials contained in said files. The employee may attach a concise statement to any item in said files.

B. In those instances when employees are formally evaluated by the Employer, the evaluation shall be limited to factors relating to the employee's work performance. The evaluation shall be objective.

Evaluations shall be prepared by the employee's supervisor(s). The evaluation shall be discussed with the employee and the employee shall be given a copy immediately after completion and shall sign the evaluation as recognition of having read it. Such signature shall not constitute agreement with the evaluation. An evaluation shall not be subsequently altered without notice and review by the employee. An employee shall be entitled to submit written comments regarding their evaluation and such written comments shall be attached to the evaluation in the employee's personnel file after having discussed the comments with the supervisor(s) who prepared the evaluation. In addition, grievances concerning the application and interpretation of the Employer performance evaluation system shall be filed at the third step of the grievance process.

ARTICLE XV

HEALTH AND SAFETY

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

The Employer shall provide the Union with a written copy of its current Health and Safety policies, rules and regulations.

The Union recognizes the responsibility of bargaining unit members to observe appropriate safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

An employee shall immediately report any unsafe working conditions or work practices to the appropriate supervisor. If necessary, the matter shall be referred by the supervisor to the University Safety Officer. A representative designated by the Union may, upon request, meet with the University Safety Officer to discuss issues related to the aforementioned.

The Employer will consider ergonomics and space factors in the future evaluation of VDT equipment use.

ARTICLE XVI

STRIKES, WORK STOPPAGES OR LOCKOUTS

During the term of this Agreement each of the parties agree that there will be no strikes, secondary strikes, work stoppages, slowdowns or lockouts by the Union or the Employer.

ARTICLE XVII

NO SUB-CONTRACTING

During the term of this Agreement, the Employer shall not contract or sub-contract any job performed by any of the classifications in the bargaining units covered by this Agreement, which would result in the layoff of a bargaining unit employee.

ARTICLE XVIII

PRINTING OF THE AGREEMENT

The Employer shall have this contract printed in booklet form and the Union shall be provided with sufficient and extra copies for distribution to employees.

ARTICLE XIX

HEALTH AND LIFE INSURANCE, PENSIONS AND DISABILITY

Section 1.

During the terms of this Agreement, health and life insurance program shall be provided to all eligible employees covered by this Agreement in accordance with Illinois State Employees Group Insurance Act of 1971, Illinois Revised Statutes, Chapter 127, paragraph 521 et. seq. as amended from time to time. The parties agree to accept the terms and conditions of life and health program 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 ILLINOIS REVISED STATUTES, Chapter 108-1/2,

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 ILLINOIS REVISED STATUTES, Chapter 48, Workers' Compensation and Occupational Diseases 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 XX

EMPLOYEE DEVELOPMENT

The employer and the union recognize the value of training and development for employees in order to enhance the efficient and effective delivery of services and to afford employees the opportunity to develop their skills and potential. The employer will provide employees with orientation on position requirements and current procedures.

ARTICLE XXI

AUTHORITY OF THE CONTRACT

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

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 XXII

TERMINATION

Section 1.

This Agreement shall be effective July 1, 2009 and shall continue in effect through June 30, 2012. It shall be automatically renewed thereafter from year to year unless either party notifies the other in writing at least sixty (60) days prior to the expiration date that it desires to modify or terminate this Agreement.

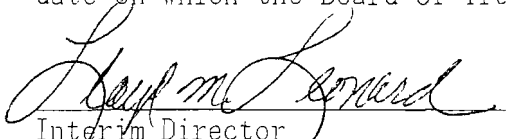
Section 2.

The parties agree to extend this Agreement during the period of negotiations for a new Agreement or until notice of termination of the Agreement is provided to the other party in the manner set forth in the following paragraph.

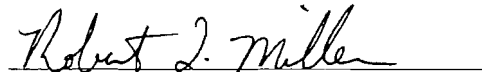
In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date.

Section 3.

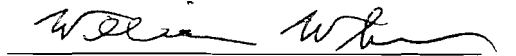
The effective date of non-economic items in the Agreement shall be the date on which the Board of Trustees approves the contract.

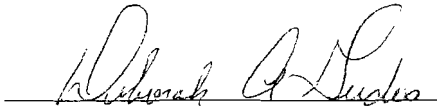

Interim Director
Employee and Labor Relations

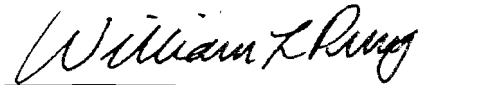


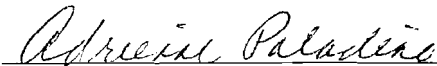

Robert L. Miller
General Counsel




William V. Weber, Vice President
for Business Affairs

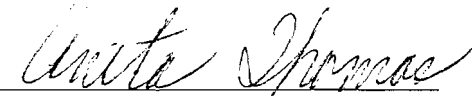



William L. Perry, President
Eastern Illinois University



2-17-10
Date







For the Union

1-29-2010
Date

ADDENDUM A

UNIT A

Admissions/Records Specialist I
Audio-Visual Aids Technician I, II
Accounting Clerk
Bookstore Clerk II,
Chief Library Clerk, Library Assistant
Library Specialist, Senior Library Specialist
Collections Specialist I, II
Duplicating Machine Operator II, III
Account Technician I, II
Mail Equipment Operator/Expeditor II
Purchasing Officer II
Office Support Assistant, (Secretary II)
Office Support Associate, (Secretary III)
Office Support Specialist, (Secretary IV)
Office Manager, (Staff Secretary)
Telephone Operator II
Typesetter II, III

UNIT B

Broadcasting Engineer
Digital Computer Operator I, II
Instructional Communications Technical Operator I, II
Instructional Materials Technician I, II
Systems Programmer I
Cashier I, II, III
Instructional Communications Programmer I
Electronics Technician

Exclusions

- A.) Employees in unit titles in the following locations:
 Office of the President (3)
 Office of the Vice-President for Business Affairs (1)
 Office of the Provost & Vice-President for Academic Affairs (3)
 Office of the Vice-President for Student Affairs (1)
 Office of the Director of Human Resources (3)
 Office of General Counsel (1)
 Office of Civil Rights and Diversity (1)
- B.) Employee employed as the Lead Secretary in the Treasurer's Office.

ADDENDUM B
Effective 7-01-2009

GRADE	GRADE MINIMUM	CLASSIFICATIONS
1	8. 240	0694 Cashier I
2	8. 600	0753 Bookstore Clerk II
3	9. 110	0741 Accounting Clerk 0695 Cashier II 0845 Office Support Assistant (Secretary II)
4	9. 620	3880 Audio-Visual Aids Tech. I 2898 Mailing Equip. Op./Exp. II
5	10. 180	3851 Account Technician I 3282 Collection Specialist I 2853 Digital Computer Operator I 3144 Inst. Comm. Prog. I 0846 Office Support Associate (Secretary III) 2996 Telephone Operator II 2833 Typesetter II
6	10. 830	3881 Audio-Visual Aids Tech. II 0696 Cashier III 0774 Chief Library Clerk 2866 Duplicating Machine Operator II 2883 Instruct. Comm. Technical Op. I
7	11. 540	3852 Account Technician II 3748 Admissions/Records Spec. I 3283 Collection Specialist II 2854 Digital Computer Operator II 4901 Library Assistant 3243 Office Support Specialist (Secretary IV) 2834 Typesetter III
8	12. 300	2867 Duplicating Machine Op. III 2884 Instruct. Comm. Technical Op. II 3980 Instruct. Materials Tech. I

GRADE	GRADE MINIMUM	CLASSIFICATIONS
9	13.120	4902 Library Specialist
10	14.020	3966 Electronics Technician 3981 Instruct. Materials Tech. II 3266 Office Manager (Staff Secretary)
11	15.050	4903 Senior Library Specialist
12	16.170	0308 Purchasing Officer II
13	17.410	1316 Broadcasting Engineer 3150 Systems Programmer I

AFSCME Local #981 Clerical/Technical Unit
July 1, 2009 - June 30, 2012
WAGE ADDENDUM C

A. General Salary Increases

1. Bargaining unit employees on the payroll as of June 30, 2009 shall receive a three (3%) percent per hour increase in base pay. This increase shall be calculated on their June 30, 2009 hourly base salary to be effective July 1, 2009.
2. Bargaining unit employees on the payroll as of June 30, 2010 shall receive a three (3%) percent per hour increase in base pay. This increase shall be calculated on their June 30, 2010 hourly base salary to be effective July 1, 2010.
3. Bargaining unit employees on the payroll as of June 30, 2011 shall receive a three percent (3%) per hour increase in base pay. This increase shall be calculated on their June 30, 2011 hourly base salary to be effective July 1, 2011.

B. Parity

1. The following parity money shall be made available to eligible employees:

July 1, 2009	\$58,000
July 1, 2010	\$58,000
July 1, 2011	\$48,000

2. Prior to the implementation of the parity increases, the Union is to submit the parity distribution information to the Office of Employee and Labor Relations for review to ensure it is in accordance with the Agreement. The second and third years of the Agreement, such information should be submitted by July 31st.

C. Salary Plan - General

1. Promotion: Bargaining unit employees who are promoted within the bargaining unit shall receive a ten percent (10%) increase in base hourly rate or be advanced to the minimum of the new pay range, whichever is greater.
2. Shift Pay: A shift differential of seventy-five cents (\$0.75) per hour shall be added to an employees base hourly rate for all hours worked if they work half or more of their hours on their regularly scheduled shift for the day between the hours of 4:00 pm and 6:59 am. The shift differential shall be added to the employee's base hourly rate for holidays and accrued leave provided the employee was receiving a shift differential immediately prior to using these benefits.
3. Range Minimums: The range minimums shall be adjusted upward by three (3%) percent effective July 1, 2009; three (3%) percent effective July 1, 2010 and three percent (3%) effective July 1, 2011.
4. The employer may employ new bargaining unit employees at a salary no greater than minimum for the classification in which they are employed.

5. Employees within the bargaining unit who, during the period July 1, 2009 through June 30, 2010, complete either 4, 8, 12, 16, 20 or 24 years continuous service in their job classification shall receive an increase in the base hourly wage rate of 1.5%, effective on the anniversary date of service within their job classification.

6. Employees within the bargaining unit who, during the period July 1, 2010 through June 30, 2011, complete either 4, 8, 12, 16, 20, or 24 years continuous service in their job classification shall receive an increase in the base hourly wage rate of 1.5%, effective on the anniversary date of service within their job classification.

7. Employees within the bargaining unit who, during the period July 1, 2011 through June 30, 2012, complete either 4, 8, 12, 16, 20, or 24 years continuous service in their job classification shall receive an increase in the base hourly wage rate of 1.5%, effective on the anniversary date of service within their job classification.

8. In order to be eligible for retroactive payment of salary as stated in this agreement, a person must be an employee of the University in the pay period in which the increases are processed for payment, or have retired from University service between July 1, each contract year and the previously mentioned pay period.

Similar Institutions Benchmark

AFSCME Local 981 and Eastern Illinois University agree that the "similar institutions" group of Western Illinois University, Illinois State University and Southern Illinois University at Carbondale shall be the benchmark for purposes of market salary comparisons, and further that Eastern Illinois University aspires ultimately to reach wage and salary parity with Illinois State University for all of its employee groups.

Parking

Parking increases shall be as follows:

July 1, 2009	\$20.00
July 1, 2010	\$10.00
July 1, 2011	\$10.00

The July 1, 2009 parking increase shall be taken from employees pay over three (3) pay periods, only after the agreement is signed by both parties. The parking passes with the above increases for July 1, 2010 and July 1, 2011 shall be taken from an employees pay over three (3) pay periods.

ADDENDUM D

FURLOUGH

In the event that a furlough of bargaining unit employees becomes necessary, it shall be implemented in accordance with the State Universities Civil Service System Statute and Rules, to the extent they exist.

At the same time, the parties agree and understand that the Union preserves its rights, under the Illinois Educational Labor Relations Act, to bargain over the impact of any changes in any policies, rules or procedures that affect employees' wages, hours, benefits and terms and conditions of employment.